



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
July 18, 2023
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

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

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. ADOPTION OF FISCAL YEAR 2023-2024 TENTATIVE MILLAGE RATE**
 - A. RESOLUTION NO. 2023-110:** A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2023-2024 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kelly McGuire, Finance Director, (386) 676-3226
 - 5. PRESENTATIONS AND PROCLAMATIONS**
 - A. Judge Belle Schumann
 - B. Officer Gregory Stokes
 - C. Parks and Recreation Month
 - 6. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 7. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - June 6, 2023

8. CONSENT AGENDA

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

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

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

- B. **RESOLUTION NO. 2023-111:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AUDIT AGREEMENT BETWEEN THE CITY AND JAMES MOORE & CO., P.L.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-112:** A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR DIRECTIONAL DRILLING SERVICES FROM MID FLORIDA DIRECTIONAL DRILLING, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-113:** A RESOLUTION ACCEPTING THE BID OF MASCI GENERAL CONTRACTOR, INC. REGARDING THE 2023 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2023-27; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-114:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE SKEETER FORD F550 BRUSH TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEF17.0; DECLARING VEHICLE #045 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-115:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF NINE FORD INTERCEPTORS FROM BOZARD FORD UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 22-VEL30.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. Fleet Operations Fuel Island Monitoring Wells

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

Disposition: Approve as recommended in the City Manager memorandum dated July 18, 2023.

H. Auto Renew Contracts for Miscellaneous Crafts & Trades Services- As Needed

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

Disposition: Approve as recommended in the City Manager memorandum dated July 18, 2023.

I. Intent to Bid - Water Reclamation Facility (WRF) Upgrades

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

Disposition: Approve as recommended in the City Manager memorandum dated July 18, 2023.

J. City Manager Status Report, July 2023

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

Disposition: Approve as recommended in the City Manager memorandum dated July 18, 2023.

9. PUBLIC HEARINGS

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

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

- B. ORDINANCE NO. 2023-35:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.34 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS

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

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

- C. **ORDINANCE NO. 2023-36:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.72 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **ORDINANCE NO. 2023-37:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT AND PLANNED RESIDENTIAL DEVELOPMENT TO BE LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), TO BE KNOWN AS THE "ORMOND ENCLAVE"; AUTHORIZING THE DEVELOPMENT OF 64 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **ORDINANCE NO. 2023-38:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.76 ACRES LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **ORDINANCE NO. 2023-39:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 121 EAST

GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), TO BE KNOWN AS "121 EAST"; AUTHORIZING THE DEVELOPMENT OF 24 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **ORDINANCE NO. 2023-40:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF TWO PARCELS OF REAL PROPERTY TOTALING 52± ACRES LOCATED AT 860 HULL ROAD AND 1399 HULL TRAIL FROM VOLUSIA COUNTY "INDUSTRIAL" TO ORMOND BEACH "HEAVY INDUSTRIAL"; INCLUDING A MAP ANNOTATION TO LIMIT THE FLOOR AREA RATIO TO 0.60; AUTHORIZING TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **ORDINANCE NO. 2023-41:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **ORDINANCE NO. 2023-42:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 0.24± ACRES LOCATED AT 204 MAGNOLIA DRIVE (VOLUSIA COUNTY PARCEL NUMBER: 4214-20-02-0011) FROM

“PUBLIC/INSTITUTIONAL” TO “LOW DENSITY RESIDENTIAL”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **ORDINANCE NO. 2023-43:** AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE PARCEL OF REAL PROPERTY TOTALING 5.2± ACRES LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-40-0010) FROM “LIGHT INDUSTRIAL/UTILITIES” TO “OPEN SPACE/CONSERVATION”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- K. **RESOLUTION NO. 2023-116:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF AN AMENDED SPECIAL EXCEPTION DEVELOPMENT ORDER TO ALLOW THE ADDITION OF VACUUM STALLS WITHIN THE FRONT YARD UNDER CERTAIN CONDITIONS AT “MISTER CAR WASH” LOCATED AT 49 SOUTH YONGE STREET, WHICH IS IN THE B-5, SERVICE COMMERCIAL ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- L. **RESOLUTION NO. 2023-117:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 2”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- M. **RESOLUTION NO. 2023-118:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 3”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

10. SECOND READING OF ORDINANCES

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

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

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

11. RESOLUTIONS

- A. **RESOLUTION NO. 2023-119:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF SHARED PARKING LOT USAGE AGREEMENT BETWEEN THE CITY AND NNN REIT, LP; AND SETTING FORTH AN EFFECTIVE DATE.

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

12. STAFF ACTION ITEMS

- A. Florida League of Cities Voting Delegate

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

13. REPORTS, SUGGESTIONS, REQUESTS

14. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 4.A																				
Section:	ADOPTION OF FISCAL YEAR 2023-2024 TENTATIVE MILLAGE RATE																							
Item Category:	Resolution	Res./Ord. No:	2023-110																					
Strategic Goal:	Governance - Other																							
Department:	Finance																							
Subject:	FY 2023-2024 Tentative Millage Rate																							
Budget Impact:	The proposed tentative millage rate for FY 2023-2024 is as follows: <table><tr><th>Purpose</th><th>Millage Rate</th></tr><tr><td>General Fund</td><td>3.2620</td></tr><tr><td>Facilities Renewal & Replacement</td><td>0.1040</td></tr><tr><td>Capital Improvements</td><td>0.0840</td></tr><tr><td>General Vehicle Renewal & Replacement</td><td>0.0440</td></tr><tr><td>Transportation Improvements</td><td>0.1040</td></tr><tr><td>Public Safety</td><td>0.1630</td></tr><tr><td>Total Operating Millage</td><td>3.7610</td></tr><tr><td>2010 General Obligation Bond</td><td>0.0800</td></tr><tr><td>Total Millage</td><td>3.8410</td></tr></table>				Purpose	Millage Rate	General Fund	3.2620	Facilities Renewal & Replacement	0.1040	Capital Improvements	0.0840	General Vehicle Renewal & Replacement	0.0440	Transportation Improvements	0.1040	Public Safety	0.1630	Total Operating Millage	3.7610	2010 General Obligation Bond	0.0800	Total Millage	3.8410
Purpose	Millage Rate																							
General Fund	3.2620																							
Facilities Renewal & Replacement	0.1040																							
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General Vehicle Renewal & Replacement	0.0440																							
Transportation Improvements	0.1040																							
Public Safety	0.1630																							
Total Operating Millage	3.7610																							
2010 General Obligation Bond	0.0800																							
Total Millage	3.8410																							
Summary:	The tax rate must be set by August 4th to comply with TRIM requirements. The proposed tentative operating rate is 3.7610; the proposed debt service rate is 0.0800.																							
Recommended Action:	The proposed operating tax rate of 3.7610 is equal to the current operating tax rate. The voter approved debt millage for the 2010 General Obligation Bond is 0.0800 and is also equal to the current rate. However, the combined tax rate is 3.8410, a decrease of 0.13% over the current rate due to the expiration of the 2003 General Obligation Bond millage levy. As in the past, the operating and debt rates will be set with a single resolution.																							
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226																							

Approval:

Kelly McGuire, Finance Director

6/30/2023

Handwritten signature of Kelly A. McGuire in blue ink.

Claire Whitley, Assistant City
Manager

7/7/2023

Handwritten signature of Claire Whitley in blue ink.

Joyce Shanahan, City Manager

7/13/2023

Handwritten signature of Joyce Shanahan in blue ink.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kelly McGuire, Finance Director
Date: July 18, 2023
Subject: FY 2023-2024 Tentative Millage Rate
Commission Goal: Governance - Other

Introduction

This is a request for the City Commission to set the proposed millage rate that will be placed on the Truth in Millage (TRIM) notice by the Property Appraiser, and to establish the dates and times for the first public hearing on Wednesday, September 6, 2023, at 7:00 p.m. and the final public hearing on Wednesday, September 20, 2023, at 7:00 p.m.

Background

The tentative millage must be set and provided to the Property Appraiser no later than August 4th in order to comply with TRIM requirements.

Discussion

The annual budget workshop is scheduled for Tuesday, July 18, 2023, at 5:30 p.m. to discuss the Fiscal Year (FY) 2023-2024 proposed budget and tax rate. The proposed millage rates to be set include both the operating tax rate and the voter approved millage for the 2010 General Obligation Bond which funded the Andy Romano Beachfront Park.

Budget Impact

The proposed tentative millage rate for FY 2023-2024 is as follows:

Purpose	Millage Rate
General Fund	3.2620
Facilities Renewal & Replacement	0.1040

Capital Improvements	0.0840
General Vehicle Renewal & Replacement	0.0440
Transportation Improvements	0.1040
Public Safety	0.1630
Total Operating Millage	3.7610
2010 General Obligation Bond	0.0800
Total Millage	3.8410

Citizen Impact

The operating rate will provide funding to continue the high level of services currently provided to our community and dedicates funding for continued maintenance of City facilities and roadways.

Recommendation

The proposed operating tax rate of 3.7610 is equal to the current operating tax rate. The voter approved debt millage for the 2010 General Obligation Bond is 0.0800 and is also equal to the current rate. However, the combined tax rate is 3.8410, a decrease of 0.13% over the current rate due to the expiration of the 2003 General Obligation Bond millage levy. As in the past, the operating and debt rates will be set with a single resolution.

Attachments:

1. 23-110 FY 2023-24 Tentative Millage Rate (P23-0125G)

Approvals:



Kelly McGuire, Finance Director

Date: June 30, 2023



Claire Whitley, Assistant City Manager

Date: July 07, 2023

A handwritten signature in blue ink that reads "Joyce Shanahan".

Joyce Shanahan, City Manager

Date: July 13, 2023

RESOLUTION NO. 2023-110

A RESOLUTION ADOPTING PROPOSED MILLAGE RATES FOR THE 2023-2024 FISCAL YEAR; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST PUBLIC HEARING ON THE PROPOSED MILLAGE RATES AND THE TENTATIVE BUDGET; DIRECTING COMMUNICATION; EXPRESSING LEGISLATIVE INTENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. After careful consideration of the estimate of receipts and the estimate of expenditures of the City of Ormond Beach, Florida (“the City”), it is hereby agreed that the rates of taxation necessary to meet such expenses will be, for each of the hereinafterstated purposes, the amounts estimated, declared and hereby levied, to-wit:

(a) in order to meet the estimate of expenses of the City, it is hereby determined and declared that the total operating millage shall be at the rate of 3.7610 mills or \$3.7610 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for those purposes hereinafter described to provide for the expenditures as estimated in the Fiscal Year 2023-2024 Annual Budget;

(i) in order to meet the estimate of General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, and Transportation Improvements Fund expenses of the City, it is hereby determined and declared that the operating millage rate (General

Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, and Transportation Improvements Fund combined) shall be at the rate of 3.7610 mills or \$3.7610 per \$1,000 of taxable value, and the same is hereby levied and imposed upon all non-exempt taxable property within the corporate limits of the City for general purposes to provide for the General Fund, Capital Improvements Fund, Facilities Renewal and Replacement Fund, Vehicle and Equipment Replacement Fund, Public Safety Vehicle and Equipment Replacement Fund, and Transportation Improvements Fund expenditures as estimated in the Fiscal Year 2023-2024 Annual Budget;

- (ii)** the millage rate to be levied, 3.7610 mills, is an 8.94% increase over the “rolled-back” millage rate, which is \$3.4525 per \$1,000 of taxable value;
- (iii)** in order to pay interest upon and sinking fund requirements for the outstanding 2010 general obligation bond issue of the City, and for the purpose of paying the expenses of servicing such bonds, it is hereby determined and declared that the debt service millage shall be at the rate of 0.0800 mills or 8.00¢ per \$1,000 of taxable value, and the same is hereby levied and imposed on all non-exempt taxable property within the corporate limits of the City for the purposes hereinbefore stated in this Subsection.

Voters approved the 2010 general obligation bond issue on August 24, 2010 for the acquisition and development of a beachfront park.

SECTION TWO. A public hearing on the aforesated proposed millage rates and on the tentative Fiscal Year 2023-2024 Annual Budget will be held on Wednesday, September 6, 2023 at 7:00 p.m., in the Commission Chambers of the Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida.

SECTION THREE. The City Manager is hereby directed to advise the Volusia County Property Appraiser of the City's proposed millage rates as hereinbefore set forth, of its rolled-back millage rate computed pursuant to Section 200.065(1), *Florida Statutes*, and Rule 12D-17.0035, *Fla. Admin. Code*, and of the date, time and place at which the City will hold a public hearing to consider the proposed millage rates and the tentative Fiscal Year 2023-2024 Annual Budget.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS**

June 6, 2023	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, City Clerk Susan Carroll Dauderis and Assistant City Clerk Taylor Lochert.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - May 16, 2023
- 6. CONSENT AGENDA**

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

 - A. **RESOLUTION NO. 2023-96:** A RESOLUTION OF THE CITY OF ORMOND BEACH ENDORSING THE CITY'S 2023-2027 STRATEGIC ECONOMIC DEVELOPMENT PLAN; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Brian Rademacher, Economic Development Director, (386) 676-3266
 - B. **RESOLUTION NO. 2023-97:** A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PLAN FOR THE 2023-2024 FISCAL YEAR; AFFIRMING AND RATIFYING ALL ACTION TAKEN IN FURTHERANCE THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Loretta Moisiso, Grants Coordinator, (386) 676-3315
 - C. **RESOLUTION NO. 2023-98:** A RESOLUTION AUTHORIZING THE EXECUTION OF A STANDARD GRANT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR FUNDING ASSISTANCE REGARDING THE SEPTIC TO SEWER CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292
 - D. **RESOLUTION NO. 2023-99:** A RESOLUTION ACCEPTING A BID FROM ALPHA GENERAL SERVICES, LLC FOR THE PURCHASE OF PRETREATMENT EFFLUENT PUMPS ON AN AS-NEEDED BASIS, UNDER BID NO. 2023-21; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- L. **RESOLUTION NO. 2023-107:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC., REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM, INCLUDING IMPLEMENTATION, HOSTING AND MAINTENANCE SERVICES; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
- M. **Intent to Bid - Annual Supply of Chemicals for Water and Wastewater**
Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305
Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.
- N. **Intent to Bid - Doug Thomas Way Extension**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.
- O. **Intent to Bid - Arbor Drive Drainage Improvements**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.
- P. **Bid Rejection for 2022 Water Treatment Plant Improvements, Bid No. 2022-15**
Staff Contact: Bob Preis, Utilities Manager, (386) 676-3305
Disposition: Approve as recommended in the City Manager memorandum dated June 6, 2023.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2023-09:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE TWO PARCELS OF REAL PROPERTY CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341
- B. **ORDINANCE NO. 2023-10:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA

BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

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

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

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

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

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

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

- F. **ORDINANCE NO. 2023-28:** AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01,

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

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

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

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

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

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

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

- I. **ORDINANCE NO. 2023-31:** AN ORDINANCE AMENDING SECTION 8-10, APPLICATION PROCESSING FEES, OF ARTICLE I, IN GENERAL, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-421, PURPOSE AND INTENT, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-422, FEES IMPOSED, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 8-423, IMPACT FEE FINANCING, OF ARTICLE IX, IMPACT FEES, OF CHAPTER 8, BUILDINGS AND CONSTRUCTION REGULATIONS; REPEALING SECTION 22-2, DETERMINATION OF EQUIVALENT LIVING UNITS, OF DIVISION 1, GENERALLY, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-29, SPECIAL PROVISIONS FOR WATER FOR IRRIGATION AND SWIMMING POOLS, OF DIVISION 2, RATES AND CHARGES, OF ARTICLE I, WATER, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-115, FEE IMPOSED; SCHEDULE, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-118, PROPERTY SUBJECT TO FEE; METHOD OF PAYMENT, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; REPEALING SECTION 22-119, IMPACT FEE FINANCING, OF ARTICLE III, IMPACT FEE FOR SYSTEM EXTENSIONS, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-132, LEGISLATIVE FINDINGS; PURPOSE, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-133, SERVICE AREA, DEFINED, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-135, RATES FOR WATER AND SEWER SERVICES; IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-140, IMPACT FEES, OF ARTICLE IV, HUNTER'S RIDGE-FLAGLER COUNTY DRI SERVICE AREA, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-162, BOUNDARIES AND PURPOSE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-165, IMPACT FEES, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AMENDING SECTION 22-168, OUTSIDE CITY SERVICE, OF ARTICLE VI, WEST ORMOND UTILITIES DISTRICT, OF CHAPTER 22, WATER AND SEWERS; AND AMENDING SECTION 22-169, CONNECTIONS REQUIRED, OF ARTICLE VI,

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

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

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

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

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

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

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

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

8. FIRST READING OF ORDINANCES

- A. **ORDINANCE NO. 2023-34:** AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-10, ANIMALS CONSTITUTING A NUISANCE PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-13, FEEDING OF FERAL OR STRAY ANIMALS PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-23, RUNNING AT LARGE PROHIBITED OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-25, NOTICE OF IMPOUNDING, OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-62, LICENSES ANNUAL; FEE, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-67, DUPLICATE TAGS, OF ARTICLE III,

DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-69, RUNNING AT LARGE PROHIBITED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING 5-70, IMPOUNDING OF VIOLATORS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-72, RESPONSIBILITY FOR PAYMENT AND RECLAIMING AFTER IMPOUNDMENT, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-78, DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-79, EXCEPTIONS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-80, INVESTIGATION AND DETERMINATION OF DANGEROUS DOG, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-81, ACTION TO BE TAKEN BY OWNERS/KEEPERS OF DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-82, RESERVED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-83, OPTIONAL ACTION, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. SECOND READING OF ORDINANCES

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

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentation and Proclamations

Item 4A – ReGrow the Loop

Volusia County Council Member Troy Kent provided the Commission ReGrow the Loop stickers and stated he hoped the City would become partners with Volusia County for

the ReGrow the Loop initiative. He discussed where the Ormond Scenic Loop “the Loop” ran and thanked the Commission for their support.

Dr. Bradley Burbaugh, Volusia County Resource Stewardship Director, reviewed the Loop and its features. He explained ReGrow the Loop was a pilot program that would be implemented over the next 12 months. He discussed the goals, activities, and education surrounding the program. He explained Volusia County was asking the partners to market the initiative on social media, contribute to the creation of native plant education, contribute to the development of a top ten list of trees, lead or contribute to the educational activities, and attend partner planning meetings. He played a video reviewing the initiative.

Commissioner Persis inquired if the Florida friendly landscaping was available on the website; whereby, Dr. Burbaugh stated it was not but would look into adding it.

Commissioner Tolland moved, seconded by Commissioner Briley, to partner with and support the ReGrow the Loop pilot program.

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

Item #5 – Audience Remarks

Mr. Frank Gromling, 197 East Granada Boulevard, discussed his concerns regarding the union negotiations and expressed support of the Ormond Beach Police Department and the police union. He encouraged the City Commission to look at the future of the city and consider the police officers when negotiating with the union.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the May 16, 2023, meeting had been sent to the Commission for review and were posted on the city’s website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of the May 16, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

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

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

Comments on the Consent Agenda

Commissioner Tolland and Commissioner Briley expressed their support of Item 7C for the Ormond Beach Septic to Sewer Grant Agreement and Item 7N for the Intent to Bid of Doug Thomas Way Extension.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Zoning Map Amendment, Tymber Creek Apartments

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-09

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

Mr. Steven Spraker, Planning Director, reviewed Ordinance numbers 2023-09 and 2023-10, explaining 2023-09 was for a zoning map amendment and 2023-10 was for the issuance of a development order. He reviewed the existing zoning, revised site plan, site features, correspondence received and Commission options for the items.

Mr. Mark Watts, Cobb Cole, discussed the commitments from the developer, requirements met and exceeded based on the Land Development Code, Live Local Act, immediate surrounding neighborhoods and provided a comment from the developer.

Ms. Connie Colby, 108 Roble Lane, expressed concerns of zoning.

Mr. William Clark, 41 North Tymber Creek Road, voiced concerns of increased traffic during peak times.

Mr. Al Fritts, 172 Deep Woods Way, expressed his concerns of safety and traffic.

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

Commissioner Tolland requested Mr. Spraker explain the zoning; whereby, Mr. Spraker stated there was a portion of the property with Volusia County zoning and city land use and noted with a rezoning the property had to be consistent with the Residential Office Retail land use and reviewed the options that were available based on the land use. He explained there were several traffic studies completed dating back to 2000 and noted the Florida Department of Transportation approval. He noted the primary ingress and egress was on West Granada Boulevard. Commissioner Tolland expressed her concerns with the Live Local Act and density, and stated she would approve the project with refrain noting the risks of denial with the Live Local Act.

Commissioner Sargent stated he would not support the project and reviewed his concerns.

Commissioner Persis agreed with Commissioner Tolland's comments and reviewed her concerns regarding the potential outcome with the Live Local Act and noted she would vote in favor of the project.

Commissioner Briley inquired if the project would be luxury or market rate apartments; whereby, Mr. Watts stated they would be Class A Luxury Apartments. Commissioner Briley stated he would prefer to see the project density reduced by 20 units; whereby, Mr. Watts stated it was hard for the density to be lowered based on the costs and amenities. Commissioner Briley stated he would vote in favor of the project due to the potential impact of the Live Local Act.

Mayor Partington stated he would support the project and noted his reservations due to traffic. He reviewed his draft of ten ideas to help with traffic in the area including roadway improvements and additions of businesses on the west side of Ormond Beach. He

discussed the conversations between the developer and adjacent neighborhoods and concerns regarding the Live Local Act.

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

Item #8B – Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development

Assistant City Clerk Taylor Lochert read by title only:

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

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

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

Item #8C – RidgeHaven Subdivision, Zoning Map Amendment

Assistant City Clerk Taylor Lochert read by title only:

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

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-25, on second reading, as read by title only.

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

Carried.

Mayor Partington

Yes

Item #8D – RidgeHaven Subdivision, Issuance of a Development Order

Assistant City Clerk Taylor Lochert read by title only:

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

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

Mayor Partington discussed his support of the project.

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

Item #8E – 1755 North U.S. Highway 1, Comprehensive Plan Future Land Use Map Amendment

Assistant City Clerk Taylor Lochert read by title only:

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

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

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

Item #8F – 1755 North U.S. Highway 1, Zoning Map Amendment

Assistant City Clerk Taylor Lochert read by title only:

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

REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF;
AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-28, on second reading, as read by title only.

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

Item #8G – Land Development Code Amendment, T-2 Zoning District, Special Standards

Assistant City Clerk Taylor Lochert read by title only:

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

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

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

Item #8H – Land Development Code Amendment, Connection, Mobility and Impact Fees

Assistant City Clerk Taylor Lochert read by title only:

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

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

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-30, on second reading, as read by title only.

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

Item #8I – Code of Ordinance Amendments, Connection, Mobility and Impact Fees

Assistant City Clerk Taylor Lochert read by title only:

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

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

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

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

Item #8J – Portion of Harmony Avenue, Annexation

Assistant City Clerk Taylor Lochert read by title only:

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

Mr. Spraker stated the item was a request from Volusia County to annex a portion of Harmony Avenue, noting the city already maintains the right-of-way due to an Interlocal Boundary Agreement from 2004.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-33, on first reading, as read by title only.

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

Item #8K – RidgeHaven Subdivision, Partial Plat Vacation

Assistant City Clerk Taylor Lochert read by title only:

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

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-108, as read by title only.

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

Item #8L – RidgeHaven, Preliminary Plat

Assistant City Clerk Taylor Lochert read by title only:

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

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Resolution No. 2023-109, as read by title only.

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

Mayor Partington closed the public hearings.

Item #9 – First Reading of Ordinances

Item #9A – Amendment to Code of Ordinances, Chapter 5 Animals and Fowl

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-34
AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-10, ANIMALS CONSTITUTING A NUISANCE PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-13, FEEDING OF FERAL OR STRAY ANIMALS PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-23, RUNNING AT LARGE PROHIBITED OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-25, NOTICE OF IMPOUNDING, OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-62, LICENSES ANNUAL; FEE, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-67, DUPLICATE TAGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-69, RUNNING AT LARGE PROHIBITED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING 5-70, IMPOUNDING OF VIOLATORS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-72, RESPONSIBILITY FOR PAYMENT AND RECLAIMING AFTER IMPOUNDMENT, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-78, DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-79, EXCEPTIONS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-80, INVESTIGATION AND DETERMINATION OF DANGEROUS DOG, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-81, ACTION TO BE TAKEN BY OWNERS/KEEPERS OF DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-82, RESERVED, OF ARTICLE III, DOGS AND

CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-83, OPTIONAL ACTION, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Randy Hayes, City Attorney, explained the item was prepared by the Commissions request to clean up the ordinance regarding dangerous dogs, noting the ordinance creates a category for an aggressive dog and did not redefine the statutory definition of a dangerous dog.

Mayor Partington thanked Mr. Hayes and Deputy City Attorney Ann-Margret Emery for their work on the item.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-34, on first reading, as read by title only.

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

Item #10 – Second Reading of Ordinances

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

Assistant City Clerk Taylor Lochert read by title only:

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

Commissioner Briley stated he hoped the item would help the board meet their quorum for their meetings as that was a major issue with the board.

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

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

Item #12 – Reports, Suggestions, Requests

Events and Congratulations.

Ms. Joyce Shanahan, City Manager, congratulated Ormond Beach Police Officer Gregory Stokes on his time as the School Resource Officer at Ormond Beach Middle School.

Ms. Shanahan reminded the Commission of the upcoming workshop on July 18, 2023. She reviewed upcoming events, provided updates on projects, and shared information regarding the city’s summer camp programs.

Commissioner Tolland discussed the events she attended and hosted and congratulated Mr. Paul Holub on being awarded the Outstanding Citizen Award. She thanked the City Attorney’s Office for their work on Item 9A regarding dangerous dogs and Dr. Burbaugh for presenting on the ReGrow the Loop initiative.

Commissioner Sargent reviewed the events he attended and thanked Officer Stokes for his commitment to the community.

Commissioner Persis congratulated Officer Stokes and Mr. Holub. She discussed the events she attended.

Commissioner Briley reviewed the events he attended and proclamations he presented. He congratulated Mayor Partington on his role within the Volusia County Transportation Planning Organization (TPO) and requested the TPO members look into other avenues of funding for the roadways. He congratulated Mr. Holub on his award and expressed his support of Officer Stokes.

Mayor Partington thanked staff for their work on the Capital Improvement Plan and workshop. He stated City Clerk Susan Dauderis showed great leadership in providing the opportunity for her staff to cross-train positions. He discussed the events he attended and congratulated Officer Stokes.

Healthcare

Commissioner Tolland discussed Dispatch Health and the benefits they offer noting the need for health care on the beach side and noted Advent Health was looking to add 400 beds to their Daytona Beach hospital.

Dogs on the Beach

Commissioner Briley stated he received many correspondences from concerned citizens regarding dogs on the beach and inquired if the Commission had interest in asking Volusia County to move the dog friendly areas in front of parks.

Mayor Partington felt the city was in a good position, because the letter of support submitted by the city to Volusia County suggested the dog friendly area be in front of Michael Crotty Bicentennial Park. He noted when he receives correspondence from concerned citizens he lets them know it was a county issue as the city had no control over the beaches.

Historical Society Lease

Commissioner Briley inquired about the Ormond Beach Historical Society Lease; whereby, Mr. Robert Carolin, Leisure Services Director, stated the president of the Historical Society would put together a proposal for the Commission to review. Commissioner Briley inquired if the Historical Society was looking for a 50-year lease; whereby, Mr. Carolin stated the Historical Society was looking for a 50-year lease.

Mr. Hayes stated a ten-year lease was signed earlier in 2023 and approved by the Commission.

Electronic Signs

Commissioner Briley inquired if the Commission would be interested in staff looking into informational electronic signage around the city; whereby, Commissioner Tolland was supportive.

Mayor Partington briefly reviewed the history of electronic signs and stated he would support a discussion and to revisit where things left off.

Ms. Shanahan confirmed staff would review where things left off regarding electronic message signs and bring information back to the Commission.

Tymber Creek Apartments

Commissioner Briley stated his vote would have been different if the Live Local Act was not a concern.

Item #13 – Adjournment

The meeting was adjourned at 8:50 p.m.

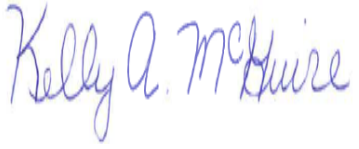
APPROVED: July 18, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.A
Section:	CONSENT AGENDA			
Item Category:	Resolution	Res./Ord. No:	2023-94	
Strategic Goal:	Quality of Life - Other			
Department:	Leisure Services			
Subject:	Contract Renewal - Council on Aging			
Budget Impact:	Sufficient funds are available to increase the existing budget of \$27,600, to \$31,740, a difference of \$4,140, paid annually to the Council on Aging. Funds are appropriated in the Senior Center General Fund budget.			
Summary:	This item requests approval to renew the site agreement with the Council on Aging of Volusia County, Inc., for a three-year period, with an increase in the annual contribution made by the City of Ormond Beach from \$27,600, to \$31,740 .			
Recommended Action:	Staff is recommending approval of the agreement for an additional three years.			
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279			
Approval:				
Kelly McGuire, Finance Director		6/30/2023		
Claire Whitley, Assistant City Manager		7/7/2023		
Joyce Shanahan, City Manager		7/7/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Robert Carolin, Leisure Services Director
Date: July 18, 2023
Subject: Contract Renewal - Council on Aging
Commission Goal: Quality of Life - Other

Introduction

This is a request for the City Commission to approve the renewal of the site agreement with the Council on Aging of Volusia County, Inc., for a three-year period, with an increase in the annual contribution made by the City from \$27,600, to \$31,740.

Background

The agreement with the Council on Aging, was authorized by the City Commission per Resolution No. 2011-14, was for an initial term of three years. The agreement was renewed per Resolution No. 2014-61, Resolution No. 2017-125 and Resolution No. 2020-59, commencing on October 1, 2020 and ending September 30, 2023. The Council on Aging has provided excellent service to our community through its management and operation of the Senior Center and through its site use of the congregate dining facility at the Senior Center for a nutrition program, "Meals on Wheels". The Council on Aging offers a variety of recreational programs, classes, senior special events and educational programs for the senior population, five days a week, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. The term for the renewal agreement would be October 1, 2023 through September 30, 2026.

Discussion

As per the 2011 agreement, the contract may be renewed for three-year periods upon mutual agreement of the parties. Since both the Council on Aging and City staff are in favor of renewing the site agreement for an additional three-year period, it is the intent to renew the agreement with the following change.

On June 12, 2023, the City received a request from the Council of Aging to increase funding for the upcoming fiscal year 2023-2024 to the amount of \$31,740 from \$27,600. The \$4,140 increase is needed to continue to provide a full range of services and to

assist with returning the center to pre-pandemic levels of activity.

The Council of Aging has not requested an increase in the last twelve years. Since the pandemic, The Council of Aging has encountered significant increases in staff salaries, food and activity supplies, and general and professional liability insurance.

Budget Impact

Sufficient funds are available to increase the existing budget of \$27,600, to \$31,740, a difference of \$4,140, paid annually to the Council on Aging. Funds are appropriated in the Senior Center General Fund budget.

Citizen Impact

Renewing the contract with the Council on Aging ensures that the City of Ormond Beach is able to continue to offer high quality programs for senior residents.

Recommendation

Staff is recommending approval of the agreement for an additional three years.

Attachments:

1. 23-94 Council on Aging Site Agr (P23-0077G)
2. Council on Aging renewal (P23-0077G)
3. City of Ormond Facility Agreement_Increase Request_24_26

Approvals:



Kelly McGuire, Finance Director

Date: June 30, 2023



Claire Whitley, Assistant City Manager

Date: July 07, 2023



Joyce Shanahan, City Manager

Date: July 07, 2023

RESOLUTION NO. 2023-94

A RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL OF LEASE AND USE AGREEMENT BETWEEN THE CITY AND COUNCIL ON AGING OF VOLUSIA COUNTY, INC. FOR THE MANAGEMENT AND OPERATION OF THE ORMOND BEACH SENIOR CENTER; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, for more than fifty years, the Council on Aging of Volusia County, Inc. (“Council on Aging”) has provided a range of services to the senior population including in-home services, guardianship, respite care, wellness and nutrition counseling, meal services, and the operation of senior centers and dining centers; and

WHEREAS, the Council on Aging is the only local non-profit agency providing these vital services to the senior population, and

WHEREAS, the Council on Aging is partially funded by the State of Florida Department of Elder Affairs with funds provided by the Community Care for the Elderly, the Older American’s Act administered by the Northeast Florida Area Agency on Aging, the State of Florida Department of Children and Families, and the United Way of Volusia-Flagler Counties and the National Services Corps., and

WHEREAS, the city commission of the City of Ormond Beach has determined that the vital services provided by the Council on Aging are quasi-public in nature, and

WHEREAS, the City and Council on Aging have since 2008 entered into agreements for the use of the city’s senior center and for the provision of vital services to the senior population, including residents of Ormond Beach, and

WHEREAS, the City and the Council on Aging of Volusia County, Inc. are parties to a Lease and Use Agreement dated August 31, 2011 for the management and operation of the Ormond Beach Senior Center including the operation of a nutrition program, and

WHEREAS, the agreement provides for an option to renew every three years, and the current renewal period will expire on September 30, 2023, and

WHEREAS, the parties desire to exercise the renewal option to renew the agreement for another three years, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Renewal of Lease and Use Agreement between the City and the Council on Aging of Volusia County, Inc., a copy of said Agreement being attached hereto and incorporated herein by reference.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**RENEWAL OF LEASE AND USE AGREEMENT
FOR THE ORMOND BEACH SENIOR CENTER**

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "OWNER", and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, hereinafter referred to as "TENANT", became parties to a certain Agreement for the management and operation of the Senior Center by the Tenant for an initial term of three years effective on October 1, 2011, and

WHEREAS, a renewal provision contained in the aforesaid agreement provided for three (3) year renewal periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the renew said Agreement for another three years, and

WHEREAS, the parties also agree to an increase in the annual contribution paid by Owner to Tenant, now therefore

1. This Renewal including the recitals set forth hereinabove, is made a material part of the aforesaid Agreement previously executed by the parties.
2. The initial term set forth in Paragraph 3 of the Agreement is hereby renewed for a three-year period of time; and the Agreement shall remain in effect through September 30, 2026, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.
3. The annual contribution paid by Owner to Tenant shall be Thirty-One Thousand Seven Hundred and Forty Dollars (\$31,740.00).
4. All other terms and conditions set forth in the Agreement previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this ____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

**COUNCIL ON AGING OF
VOLUSIA COUNTY, INC.**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



A NON-PROFIT SERVING VOLUSIA SENIORS

Council on Aging of Volusia County, Inc.
420 Fentress Boulevard
Daytona Beach, FL 32114
(386) 253-4700 ~ Fax (386) 253-6300
www.coavolusia.org

June 12, 2023

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

Dear Ms. Shanahan,

Please find the accompanying proposed budget for Council on Aging's Ormond Beach Senior Center program for the fiscal year 2023-2024. COA is requesting city funding for the upcoming fiscal year in the amount of \$31,740. The requested funding will help cover a portion of the salaries, benefits, payroll taxes, and other operating expenses for the Ormond Beach Senior Center program.

The City of Ormond Beach has helped support the Ormond Beach Senior Center program for at least 12 years, and we are requesting continued support for the 2023-2024 fiscal year. COA is requesting a \$4,140 increase for the Ormond Beach Senior Center program needed to continue to provide a full range of services and to assist with returning the Center to pre-pandemic levels of activity. It should be noted that COA has not requested or received an increase in the last 12 years. However, since the pandemic, COA has encountered significant increases in staff salaries, food and activity supplies, and general and professional liability insurance making it necessary to ask for this increase.

In the 22-23 fiscal year, COA had to increase direct service personnel salaries 10% to 15% in an effort to compete with the local market here in Volusia County. COA also incurred an increase in general and professional liability insurance costs of more than 70% as well as other overall increases in operational costs during this fiscal year.

We anticipate salaries to increase another 3-4% in the upcoming 2023-2024 fiscal year which we consider necessary to remain competitive plus we anticipate additional liability insurance cost increases as insurance resources are limited for non-profit organizations.

We truly appreciate all the City of Ormond Beach does for our senior programming and look forward to your continued support. Please let me know if you need additional information.

Sincerely,

Eveline Kraljic
Co-Executive Director
386-253-4700 Ext 210
ekraljic@coavolusia.org

**Council on Aging of Volusia County
Ormond Beach Senior Center Program
Fiscal Year 2023-2024**

Ormond Beach Senior Center Budget 23-24	Budget Amount
Senior Center Bingo	\$ 7,000.00
Senior Center Support Gov	31,740.00
Senior Center Activities	3,000.00
Senior Center Trips	1,000.00
Senior Center Membership	5,000.00
In Kind - Personnel Services & Space	<u>24,025.00</u>
Total Revenue	\$ 71,765.00
Salaries (3% Increase)	36,494.00
Payroll Benefits (4% Increase)	3,519.00
Travel Staff	210.00
Communication /Postage/Internet	3,000.00
Building Space, Utilities	130.00
Printing & Supplies	6,500.00
Insurance	1,200.00
Maintenance & Repair	1,445.00
Professional Services	1,400.00
Licenses/Dues/Subscriptions	205.00
Employee Recruiting, Screening, Training	2,500.00
Small Equipment & Equipment Leases	1,275.00
Management & General Allocation	11,500.00
In-Kind Personnel & Space	<u>24,025.00</u>
Total Expense	<u>93,403.00</u>
Increase/(Decrease) of Net Assets from OBSC Operations	(21,638.00)
COA Generated Income from Donations and Events	<u>21,638.00</u>
Total OBSC Increase/(Decrease) of Net Assets	<u>\$ -</u>

**RENEWAL OF LEASE AND USE AGREEMENT
FOR THE ORMOND BEACH SENIOR CENTER**

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "OWNER", and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, hereinafter referred to as "TENANT", became parties to a certain Agreement for the management and operation of the Senior Center by the Tenant for an initial term of three years effective on October 1, 2011, and

WHEREAS, a renewal provision contained in the aforesaid agreement provided for three (3) year renewal periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the renew said Agreement for another three years, now therefore

1. This Renewal including the recitals set forth hereinabove, is made a material part of the aforesaid Agreement previously executed by the parties.
2. The initial term set forth in Paragraph 3 of the Agreement is hereby renewed for a three-year period of time; and the Agreement shall remain in effect through September 30, 2026, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.
3. All other terms and conditions set forth in the Agreement previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this ____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this 12th day of June, 2023.

Witnesses:

**COUNCIL ON AGING OF
VOLUSIA COUNTY, INC.**

Melissa Gabriel
Print Name: Melissa Gabriel

By: Eveline Kraljic

Print Name: Eveline Kraljic

Title: Co-Executive Director

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.B										
Section:	CONSENT AGENDA													
Item Category:	Consent - Resolution	Res./Ord. No:	2023-111											
Strategic Goal:	Governance - Other													
Department:	Finance													
Subject:	Contract Renewal - Annual Audit Services													
Budget Impact:	Independent audit fees are appropriated in the budget. The cost of the audit for fiscal year ending September 30, 2022 was \$73,550. James Moore & Co. P.L. has proposed the following fee schedule for a five-year renewal: <table border="0"> <tr> <td>Fiscal Year Ending September 30, 2023</td> <td>\$76,300</td> </tr> <tr> <td>Fiscal Year Ending September 30, 2024</td> <td>\$79,550</td> </tr> <tr> <td>Fiscal Year Ending September 30, 2025</td> <td>\$82,800</td> </tr> <tr> <td>Fiscal Year Ending September 30, 2026</td> <td>\$86,050</td> </tr> <tr> <td>Fiscal Year Ending September 30, 2027</td> <td>\$89,300</td> </tr> </table> Funds for the audit are derived from Fund 001-General Fund.				Fiscal Year Ending September 30, 2023	\$76,300	Fiscal Year Ending September 30, 2024	\$79,550	Fiscal Year Ending September 30, 2025	\$82,800	Fiscal Year Ending September 30, 2026	\$86,050	Fiscal Year Ending September 30, 2027	\$89,300
Fiscal Year Ending September 30, 2023	\$76,300													
Fiscal Year Ending September 30, 2024	\$79,550													
Fiscal Year Ending September 30, 2025	\$82,800													
Fiscal Year Ending September 30, 2026	\$86,050													
Fiscal Year Ending September 30, 2027	\$89,300													
Summary:	The City Commission chooses the independent auditor firm. James Moore & Company has performed this work for many years and is extremely knowledgeable about the City's finances. The City Commission has the option to renew the contract for a five-year period or direct staff to issue a RFP.													
Recommended Action:	Staff will notify James Moore & Company that the City Commission wishes to renew the contract for audit services unless staff is directed to issue a RFP to solicit these services.													
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226													
Approval: <table border="0"> <tr> <td>Kelly McGuire, Finance Director</td> <td>6/15/2023</td> <td></td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>6/15/2023</td> <td></td> </tr> </table>					Kelly McGuire, Finance Director	6/15/2023		Claire Whitley, Assistant City Manager	6/15/2023					
Kelly McGuire, Finance Director	6/15/2023													
Claire Whitley, Assistant City Manager	6/15/2023													

Joyce Shanahan, City Manager

6/19/2023





CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kelly McGuire, Finance Director
Date: July 18, 2023
Subject: Contract Renewal - Annual Audit Services
Commission Goal: Governance - Other

Introduction

This item provides the City Commission with the option to renew the contract with James Moore & Co., P.L. to perform the annual City audit. This would be a five (5) year contract renewal.

Background

Staff prepared and advertised a request for proposal (RFP) for annual independent audit services (RFP No. 2015-35). The City Commission selected James Moore & Co., P.L. The contract can be renewed for an additional 5 year period to cover the fiscal years ending in 2023, 2024, 2025, 2026 and 2027.

Discussion

The City Commission hires the independent auditors; therefore, staff does not recommend or participate in the selection process. Staff will, however, be available at the meeting approving this extension to answer any questions that may arise.

Budget Impact

Independent audit fees are appropriated in the budget. The cost of the audit for fiscal year ending September 30, 2022 was \$73,550. James Moore & Co. P.L. has proposed the following fee schedule for a five-year renewal:

Fiscal Year Ending September 30, 2023	\$76,300
Fiscal Year Ending September 30, 2024	\$79,550
Fiscal Year Ending September 30, 2025	\$82,800
Fiscal Year Ending September 30, 2026	\$86,050
Fiscal Year Ending September 30, 2027	\$89,300

Funds for the audit are derived from Fund 001-General Fund.

Citizen Impact

An annual independent audit provides an objective independent examination that assess regulatory compliance throughout the City financial records. An annual audit helps maintain trust between citizens, counsel, and staff

Recommendation

Staff will notify James Moore & Company that the City Commission wishes to renew the contract for audit services unless staff is directed to issue a RFP to solicit these services.

Attachments:

1. 23-111 Audit Agr renew w-James Moore (P23-0126G)
2. Audit Agreement

Approvals:



Kelly McGuire, Finance Director

Date: June 15, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

RESOLUTION NO. 2023-111

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF AUDIT AGREEMENT BETWEEN THE CITY AND JAMES MOORE & CO., P.L.; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Amendment and Restatement of Audit Agreement between the City and James Moore & Co., P.L., a copy of the Agreement being attached hereto and incorporated herein by reference.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AMENDMENT AND RESTATEMENT OF AUDIT AGREEMENT

THIS AMENDMENT AND RESTATEMENT OF AGREEMENT, is entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("the City"), and **JAMES MOORE & CO., P.L.**, a professional limited liability company ("the Auditor"); and

WHEREAS, on August 18, 2015, the parties entered into an Agreement for the provision of auditor services; and

WHEREAS, the City selected the Auditor pursuant the auditor selection procedures provided by Section 218.391, Florida Statutes; and

WHEREAS, the City has been highly satisfied with the services provided to the City by the Auditor; and

WHEREAS, Section 218.391(8), Florida Statutes, provides that renewal of audit services may be done without the use of the auditor selection procedure; and

WHEREAS, the parties agree to amend and restate the August 18, 2015 Agreement in its entirety to renew the audit services provided under the following terms and conditions as stated herein.

WITNESSETH:

That for and in consideration of the mutual performance of the terms and conditions contained here, the parties agree as follows:

Section 1. PERFORMANCE SPECIFICATIONS/SCOPE OF SERVICES

This Agreement shall be for a five (5) year term for fiscal years ending September 30, 2023 through 2027. The Auditor shall perform an audit of the City's financial position and the City's records, accounts and procedures. Reporting by the Auditor shall be performed in compliance with the requirements of:

1. Section 11.45, Florida Statutes
2. Regulations of State Department of Banking and Finance and Section 218.415, Florida Statutes, Local Government Investment Policies
3. Rules adopted by Auditor General for form and content of governmental unit audits

4. Audits of State and Local Government Units – American Institute of Certified Public Accountants
5. Program standards for the Certificate of Achievement for Excellence in Financial Reporting as set forth by the Government Finance Officers Association
6. Standards for Audit of Governmental Organizations, Programs, Activities, and Functions – U.S General Accounting Office
7. Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance), Section 215.97, Florida Statutes, and Chapter 10.550 of the Rules of the Auditor General of the State of Florida, where applicable
8. Rule 62-701.630, Florida Administrative Code, regarding the City's Landfill/Long-Term Care Escrow Account

Section 2. SCOPE AND RESPONSIBILITIES

- A. The audit of the City's financial position for each of the subject years shall be made by the Auditor of all items listed in the Scope of Services set forth in Section 1 and Section 9 of this agreement.
- B. Section 9 of this Agreement specifies the Auditor's and the City's responsibilities regarding this Agreement with regard to conducting the audits.

Section 3. TIME OF PERFORMANCE

The Auditor shall conduct an audit of the records, accounts and procedures of the City and report on the City's basic financial statements for five (5) fiscal years ending September 30, 2023, 2024, 2025, 2026 and 2027. Each year, the audit's interim work shall begin at a date mutually agreed upon by the Auditor and the City and is to be completed by September 18th. The audit's extended fieldwork shall commence by December 7th and is to be completed by January 4th. The Auditor shall have final drafts of the audit reports and recommendations to management available for review by January 21st.

At a minimum, the following annual conferences shall be held with the Auditor's field supervisor: Entrance conference with the Finance Director and Assistant Finance Director in July; formal progress conferences with the Finance Director and Assistant Finance Director at the end of interim,

at the end of each week during fieldwork, and upon the presentation of the draft report; and exit conference with the City Manager, Finance Director and Assistant Finance Director no later than February 1st.

The audit shall be presented and approved by the City Commission by the second meeting in February. Extensions for time of completion may be allowed for good cause by the City.

Section 4. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement without cause, either in whole or in part, by providing written notification of termination to the other party at least ninety (90) days prior to the end of any given fiscal year.

Section 5. **COMPENSATION**

- A. The City agrees to pay the Auditor fees not to exceed the following schedule for the base City audit:

Fiscal year ending September 30, 2023: \$60,000

Fiscal year ending September 30, 2024: \$62,500

Fiscal year ending September 30, 2025: \$65,000

Fiscal year ending September 30, 2026: \$67,500

Fiscal year ending September 30, 2027: \$70,000

- B. For each annual audit, progress billings will be submitted to the City for payment upon receipt. The final billing will be paid upon the acceptance of the annual comprehensive financial report by the City. Progress and final billings will include a schedule or chart representing total hours incurred by position.
- C. If unusual circumstances are encountered in the annual audit which make it necessary for the Auditor to do additional work, the Auditor shall immediately report such conditions to the City so that the parties to this Agreement may negotiate any additional compensation at the prevailing average hourly charge rate.
- D. For any additional audit requirements such as a Single Audit and requirements related to pension plans and community redevelopment agencies, the incremental fees have been outlined in the attached engagement letter.

- E. Any additional work performed in addition to the Scope of Work outlined in this Agreement shall be authorized as separate audit engagements at the prevailing average hourly charge rate. The Auditor's professional and clerical time shall be separately stated on any invoices relating to work outside the scope of the annual audit but billed at the average rates stated above.
- F. There is no prohibition against the annual audit fee being less than the maximum fee stated previously.

Section 6. **ANNUAL COMPREHENSIVE FINANCIAL REPORT**

The auditor will be responsible for preparing the format of the Annual Comprehensive Financial Report (ACFR) from financial statements, worksheets, and schedules provided by City staff. The Auditor will provide 35 bound copies and 1 unbound copy of the Comprehensive Annual Financial Report. The Auditor will also provide the ACFR in Microsoft Word and PDF formats. The City will provide the front and back covers for the ACFR as well as any tabs for each section.

Section 7. **RENEWAL OF THE AGREEMENT**

This Agreement may be renewed in writing for an additional three (3) years at the mutual agreement of both parties.

Section 8. **COUNTERPARTS OF THE AGREEMENT**

This Agreement shall be executed in counterparts, each of which shall be deemed to an original, and such counterparts shall constitute one and the same instrument.

Section 9. **OTHER**

- A. Attached is a copy of the audit engagement letter required by the AICPA auditing standards also to be executed. In addition, in subsequent years, changes to the AICPA auditing standards which require revisions to the engagement letter may require a revised engagement letter be executed.

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

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2023.

Witnesses:

JAMES MOORE & CO., P.L.

Print name: _____

By: _____
ZACH CHALIFOUR
Title: _____

Print name: _____

Attest: _____
Print name: _____
Title: _____

June 14, 2023

To the Honorable Mayor and City Commissioners,
City of Ormond Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Ormond Beach, Florida (the City) as of September 30, 2023, 2024, 2025, 2026, and 2027, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules
2. Budgetary comparison schedules
3. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Also, the document we submit to you will include the following other additional information will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section
2. Statistical section

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Reporting on Key Audit Matters

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you,

regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by

- us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
 24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
 25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Landfill Escrow Schedule Audit

You have requested that we audit the schedule of activity (the Schedule) of the landfill long-term care escrow account of the Association as of and for the fiscal years ended September 30, 2023, 2024, 2025, 2026, and 2027, and the related notes to the Schedule. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the Schedule in a separate report.

Audit of the Schedule

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the Schedule that we have identified during the audit.

We will issue a written report upon completion of our audit of the Schedule. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the Schedule in accordance with accounting practices prescribed or permitted by Rule 62-701.630(5)(c), Florida Administrative Code to demonstrate compliance with the State of Florida Department of Environmental Protection's regulatory basis of accounting;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the Schedule such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence; and
4. For including the auditor's report in any document containing the Schedule that indicates that such Schedule has been audited by the City's auditor;
5. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities; and
6. For adjusting the Schedule to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the Schedule as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2023, 2024, 2025, 2026, and 2027, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the American Institute of Certified Public Accountants. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the subject matter, whether due to fraud or error. A direct examination is designed to obtain reasonable assurance about whether the underlying subject matter as measured or evaluated against the criteria is free from material misstatement.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements or misrepresentations may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements (if requested), preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Kelly McGuire, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

Year Ending September 30,	Financial Statement Audit Fee	Preparation of Financial Statements (if requested)	Single Audit Fee (Per Major Program)	General Pension	Fire Pension	Police Pension	Landfill Escrow Account
2023	\$60,000	\$7,000	\$3,500	\$1,500	\$1,500	\$1,500	\$1,300
2024	\$62,500	\$7,250	\$3,600	\$1,600	\$1,600	\$1,600	\$1,400
2025	\$65,000	\$7,500	\$3,700	\$1,700	\$1,700	\$1,700	\$1,500
2026	\$67,500	\$7,750	\$3,800	\$1,800	\$1,800	\$1,800	\$1,600
2027	\$70,000	\$8,000	\$3,900	\$1,900	\$1,900	\$1,900	\$1,700

Should separate audit reports be required for one or both of the City's community redevelopment agencies (CRAs) in a given year, the separate fee per report will be \$5,000 and will be communicated in a separate engagement letter with the respective CRAs.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2027, a new engagement can be entered into for an additional three-year period, at the option of both parties. Any such engagement will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

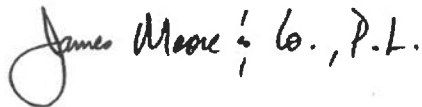
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

We appreciate the opportunity to be of service to the City of Ormond Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." with a stylized flourish at the end.

JAMES MOORE & CO., P.L.

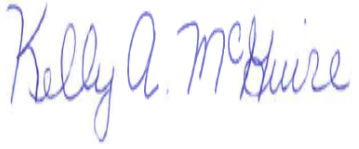
RESPONSE:

This letter correctly sets forth the understanding of the City of Ormond Beach, Florida.

By_____

Title_____

Date_____

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.C
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-112	
Strategic Goal:	Water Quality & the Environment - Other			
Department:	Public Works - Utilities Management			
Subject:	Work Authorization - Water/Wastewater Directional Drilling			
Budget Impact:	Adequate funds required for the additional amount of \$11,000 are allocated in the budget and funded out of the Water/Wastewater Operating Fund (401).			
Summary:	This item provides notification to the City Commission that the purchase order directional drilling water/wastewater services will exceed the City's purchasing threshold of \$25,000. Staff is requesting additional funds of \$11,000 be added to the existing purchase order of \$24,999 to cover additional repairs required this fiscal year.			
Recommended Action:	Staff recommends the City Commission approve the increase in encumbrance for directional drilling of water/wastewater casings by Mid Florida Directional Drilling, LLC.			
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305			
Approval:				
Kelly McGuire, Finance Director		7/11/2023		
Claire Whitley, Assistant City Manager		7/11/2023		
Joyce Shanahan, City Manager		7/11/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Bob Preis, Utilities Manager
Date: July 18, 2023
Subject: Work Authorization - Water/Wastewater Directional Drilling
Commission Goal: Water Quality & the Environment - Other

Introduction

This item provides notification to the City Commission that the Mid Florida Directional Drilling, LLC purchase order 20230001 for installing casings for water/wastewater service installation and replacement will exceed the City's purchasing threshold of \$25,000 due to additional goods and services.

Background

Annually, the City of Ormond Beach solicits quotes for the installation of casings for new or replacement water services for the duration of the fiscal year. In September 2022, City staff requested quotes for Fiscal Year (FY) 2022-2023. Mid Florida Directional Drilling, LLC submitted the lowest quote. The total amount encumbered for PO 20230001 was \$24,999. This amount has typically been sufficient to ensure minimal disruption of service for water customers.

Discussion

From time to time, the Water Distribution division receives customer concerns about low water pressure/volume in their home. Water Distribution responds to the concern by testing the rate of flow from the water service. If the flow rate falls below the acceptable rate of 6 gpm, the service is scheduled for replacement. The usual cause of low flow is attributed to the condition of the old galvanized pipe.

Where service properties are located on the opposite side of the street from the watermain, installation of the new service requires the directional drilling of a casing under the roadway surface. The drilling is completed by Mid Florida Directional Drilling, LLC., a contractor to the City. This work eliminates the cutting of the roadway surface, reducing the time to complete the repair, and eliminating restoration of the road. By providing a sleeve for the installation of the new service, future repairs, if necessary,

are simpler. The City averages the replacement of approximately 40 services per year. So far this year, Water Distribution has replaced 28 services with 6 more scheduled. It is anticipated the need will exceed the limit of the current PO. The need to allocate additional funding is also attributed to market cost increases, with the price of installing a casing increasing by approximately \$2 per foot over previous years.

Budget Impact

Adequate funds required for the additional amount of \$11,000 are allocated in the budget and funded out of the Water/Wastewater Operating Fund (401).

Citizen Impact

Replacement of old water services insures customers have adequate supply of potable water for their needs. Directional drilling underneath roadways allows staff to effectively repair these lines without having to cut the roadway and disrupt traffic.

Recommendation

Staff recommends the City Commission approve the increase in encumbrance for directional drilling of water/wastewater casings by Mid Florida Directional Drilling, LLC.

Attachments:

1. 23-112 Mid Fla Directional drilling add cost (P23-0127G)
2. stansmith_WA

Approvals:



Kelly McGuire, Finance Director

Date: July 11, 2023



Claire Whitley, Assistant City Manager

Date: July 11, 2023



Joyce Shanahan, City Manager

Date: July 11, 2023

RESOLUTION NO. 2023-112

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR DIRECTIONAL DRILLING SERVICES FROM MID FLORIDA DIRECTIONAL DRILLING, LLC; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in September 2022, the City solicited quotes for services to perform water/wastewater directional drilling services in accordance with Section 2-300, *Code of Ordinances*, and accepted the quote of Mid Florida Directional Drilling, LLC and issued a Purchase Order for \$24,999.00 for said services, and

WHEREAS, the \$24,999.00 has been nearly expended and there remains a need for an additional \$11,000.00 for unforeseen additional repairs, bringing the total expenditure for these services to \$35,999.00, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances*, because the cumulative total for the procurement from one vendor exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that the money for the payment of the services is appropriated in the Water/Wastewater Operating Fund (401), now therefore,

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

SECTION ONE. The City Commission hereby approves additional funding of \$11,000.00 to Mid Florida Directional Drilling, LLC for unforeseen additional repairs and to pay the cost thereof from the Water/Wastewater Operating Fund.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



Purchase Order

Fiscal Year 2023

Page: 1 of: 1

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230001**

Delivery must be made within doors of
specified destination.

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STANLEY SMITH
MID FLORIDA DIRECTIONAL DRILLING LLC
1851 ORANGE TREE DR
EDGEWATER, FL 32141
Email: MIDFLADD@OUTLOOK.COM

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Water Distribution
501 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference			
386-748-4476			7				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/03/2022	2217				TRANSPORTATION		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	ddr/ City-wide directional drilling The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading MODIFIED: Per quote# 1117 Directional drilling to install casings for water & wastewater service/ Installation or replacement/ Citywide Commodity Code: 91216 Boring, Drilling, Testing, and Soundings, Including Concrete Coring			1.0	EACH	\$35,999.00	\$35,999.00

VENDOR COPY

Total Ext. Price \$35,999.00
PO Total **\$35,999.00**

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods are to be shipped F.O.B. Destination. **The City will pay no freight or expense charges, except by previous agreement.** The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address on the purchase order.

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.D
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-113	
Strategic Goal:	Resurfacing approximately 4.12 miles of streets in various locations.			
Department:	Public Works - Engineering			
Subject:	Bid Award - 2023 Roadway Resurfacing Project			
Budget Impact:	Funding for the 2023 Roadway Resurfacing Project is from the 308-Transportation Improvement Fund. The original roadway budget this year was \$750,000. It is recommended to award the base bid plus alternate for a total award of \$1,023,128.69. As this exceeds the available budget of \$750,000, an additional \$273,128.69 will be needed from the Transportation fund balance. Funding for this will be included in the budget through a future budget amendment.			
Summary:	Resurfacing approximately 4.12 miles of streets in various locations of the City, including milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.			
Recommended Action:	Staff recommends award of the bid to Masci General Contractor, Inc., at the contract amount of \$1,023,128.69.			
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302			
Approval:				
Kelly McGuire, Finance Director		6/20/2023		
Claire Whitley, Assistant City Manager		6/30/2023		
Joyce Shanahan, City Manager		7/6/2023		



CITY OF ORMOND BEACH

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CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce Shanahan, City Manager

From: Alex Schumann, City Engineer

Date: July 18, 2023

Subject: Bid Award - 2023 Roadway Resurfacing Project

Commission Goal: Resurfacing approximately 4.12 miles of streets in various locations.

Introduction

This is a request for award of a bid for the construction of the 2023 Roadway Resurfacing Project, Bid Number 2023-27.

Background

The 2023 Roadway Resurfacing project is a scheduled Capital Improvement Project. The work will include approximately 4.12 miles of asphalt road resurfacing on various streets throughout the city. The work will include the replacement of the curb, gutter, and sidewalk where deemed necessary. A set of plans and street location maps are attached as exhibits to this memorandum. The project contract documents have been prepared by the City's Engineering Division. This project was bid with a portion of the work as an additive alternate. Although not anticipated through the pavement management analysis, this alternate work which includes pavement and resurfacing work of portions of Rosewood Avenue and North Yonge Street was identified by staff as a solution to address heavy use on these roadways that provide a transition from commercial to residential properties. A disposition item for advertisement of competitive bidding for the project was presented to the City Commission on May 16, 2023. The streets to be repaved are:

<u>Roadway</u>	<u>Length</u>	<u>From - To</u>
WILMETTE AVE	2495 ft	N. YONGE ST - N. BEACH ST
SANCHEZ AVE	1000 ft	MCINTOSH RD - N. YONGE ST
ORMOND PKWY	2860 ft	S. ATLANTIC AVE - RIVERSIDE DR
SADDLE CREEK TRL	1057 ft	S. FORTY TRL - CLYDE MORRIS

		BLVD
HAY BALE TRL	127 ft	SADDLE CREEK TRL - CUL-DE-SAC
OLD BARN TRL	220 ft	SADDLE CREEK TRL - CUL-DE-SAC
COTTEN SEED TRL	198 ft	SADDLE CREEK TRL - CUL-DE-SAC
OX BOW TRL	232 ft	SADDLE CREEK TRL - CUL-DE-SAC
HORSESHOE TRL	650 ft	SADDLE CREEK TRL - CUL-DE-SAC
ORMOND GREEN BLVD	1112 ft	GREENVALE DR - BRYAN JAMES WAY
GREENVALE DR	205 ft	ORMOND GREEN BLVD - EAST TO CUL-DE-SAC
BRYAN JAMES WAY	590 ft	GREENVALE DR - ORMOND GREEN BLVD
INTERCHANGE BLVD	1476 ft	SR 40 - OLD TOMOKA RD
SOUTHERN TRACE BLVD	1097 ft	BOOTH RD - CUL-DE-SAC
TRACEWAY CT	406 ft	SOUTHERN TRACE BLVD - CUL-DE-SAC
BOOTH RD	2116 ft	SR 40 - OLD TOMOKA RD
BEAGLES REST	249 ft	HUNTERS RIDGE BLVD - CUL-DE-SAC
MARSH RIDGE WATCH	171 ft	SHADOW CROSSINGS BLVD - CUL-DE-SAC
FOXBROW LOOK	376 ft	HUNTERS RIDGE BLVD - HUNTERS RIDGE BLVD
OCEAN PINES DR	1890 ft	AIRPORT RD - PINE TRAIL CIR
Sugar Creek Ct	438 ft	OCEAN PINES DR - CUL-DE-SAC
Cypress Point Ct	385 ft	OCEAN PINES DR - CUL-DE-SAC
Torrey Pines Ct	323 ft	OCEAN PINES DR - CUL-DE-SAC
DORADO BEACH CT	319 ft	OCEAN PINES DR - CUL-DE-SAC
Palmetto Dunes Ct	636 ft	OCEAN PINES DR - CUL-DE-SAC

INVERRAY CT	214 ft	OCEAN PINES DR - CUL-DE-SAC
Pine Trail Ctr	435 ft	OCEAN PINES DR - CUL-DE-SAC
Easy Does it Club Parking	400 ft	Rosewood Ave - N Yonge St

Discussion

On May 30, 2023, bids for the project were opened, and four (4) bids were received. Bids ranged from a high of \$1,333,267.44 to a low of \$822,751.88 for the base bid with bids ranging between a high of \$1,544,948.40 to a low of \$1,023,128.69 for the base bid plus alternate. The low bidder, both with and without the alternate, was Masci General Contractors Inc., of Port Orange, Florida. The bid tabulation has been included for reference. Masci General Contractors Inc. (Masci), has successfully completed similar projects for the City, based on past performance and experience resurfacing streets for the City of Ormond Beach. Masci is recommended by staff for this project. As the added alternate addresses resurfacing needs on Rosewood and N. Yonge Street, and provides a solution addressing traffic issues in this transitional neighborhood, staff further recommends awarding a contract to Masci that includes both the base bid and the additive alternate.

Budget Impact

Funding for the 2023 Roadway Resurfacing Project is from the 308-Transportation Improvement Fund. The original roadway budget this year was \$750,000. It is recommended to award the base bid plus alternate for a total award of \$1,023,128.69. As this exceeds the available budget of \$750,000, an additional \$273,128.69 will be needed from the Transportation fund balance. Funding for this will be included in the budget through a future budget amendment.

Citizen Impact

Residents will experience minor, temporary traffic delays and access inconveniences associated with the construction activities of this project. One to two streets are typically milled within a day and new asphalt is paved typically within two to three days after milling. The process of removing and replacing curb and gutter will usually take approximately three to five weeks. Work will be performed from 7:00 a.m. to 7:00 p.m., Monday through Friday. Road resurfacing is an important pavement maintenance activity which prolongs the service life of city roads and defers costly reconstruction of roadways.

Recommendation

Staff recommends award of the bid to Masci General Contractor, Inc., at the contract amount of \$1,023,128.69.

Attachments:

1. 23-113 2023 Road Resurface-Masci (P23-0129G)
2. Masci Bid
3. 2023 Road Resurfacing Map
4. 2023 Road Resurfacing Plans
5. BID 2023-27 signed bid tabulation

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 30, 2023



Joyce Shanahan, City Manager

Date: July 06, 2023

RESOLUTION NO. 2023-113

A RESOLUTION ACCEPTING THE BID OF MASCI GENERAL CONTRACTOR, INC. REGARDING THE 2023 ROADWAY RESURFACING PROJECT, UNDER BID NO. 2023-27; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2023-27) regarding the 2023 roadway resurfacing project (“Project”) in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the appropriate City staff members have reviewed the four bids received and have determined that the bid submitted by Masci General Contractor, Inc. with a base bid of \$822,751.88, plus bid alternate #1 at \$200,376.81, for a total bid in the amount of \$1,023,128.69 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, Section 2-300(i), *Code of Ordinances*, provides that a bid may be accepted or rejected, in whole or in part , and

WHEREAS, the City’s professional staff have determined that bid alternate #1 will be deleted from the underlying bids, and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Transportation Improvement Fund (308) through a budget amendment and will not be appropriated for any other purpose, and

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

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

SECTION ONE. The base bid submitted by Masci General Contractor, Inc. to provide services for the Project at a cost not to exceed \$822,751.88 is hereby accepted.

SECTION TWO. All other bids to provide services for the Project are hereby rejected upon the execution of a contract with Masci General Contractor, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract between the City and Masci General Contractor, Inc. for the performance of the Project at the said price, and to pay the cost therefor from the Transportation Fund.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**SECTION 00300
BID**

CONTRACTORS NAME Masci General Contractor, Inc. LICENSE NO. CGC1518864, CUCA56854, PE68418

PROJECT IDENTIFICATION:

2023 ROAD RESURFACING

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2023-27

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course S.P. 9.5	4811	Tons	\$ 123.10	\$ 592,234.10
2	Asphalt Concrete Leveling Course S.P. 9.5	482	Tons	\$ 123.10	\$ 59,334.20
3	Mill Existing Surface	57022	SY	\$ 1.39	\$ 79,260.58
4	Adjust Manhole to Grade	5	EA	\$ 100.00	\$ 500.00
5	Adjust Valves to Grade	6	EA	\$ 50.00	\$ 300.00
6	Thermoplastic Striping	1	LS	\$58,187.00	\$ 58,187.00
7	Curb & Gutter	150	LF	\$ 45.20	\$ 6,780.00
8	Miscellaneous Driveway	250	SY	\$ 51.20	\$ 12,800.00
9	Sidewalk	250	SY	\$ 51.20	\$ 12,800.00
10	Asphalt Millings	400	CY	\$ 1.39	\$ 556.00

TOTAL BASE BID

\$ 822,751.88

(Figures)

Eight Hundred Twenty-Two Thousand, Seven Hundred Fifty-One Dollars and Eighty-Eight Cents

(Words)

ALTERNATE NO.1,

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
11	Stabilized Subgrade	800	SY	\$ 8.50	\$ 6,800.00
12	Compacted Road base (8")	800	SY	\$ 49.75	\$ 39,800.00
13	Asphalt Concrete Surface Course S.P. 9.5	328	Tons	\$ 127.10	\$ 41,688.80
14	Asphalt Concrete Leveling Course S.P. 9.5	33	Tons	\$ 127.10	\$ 4,194.30
15	Mill Existing Surface	3889	SY	\$ 1.39	\$ 5,405.71
16	Thermoplastic Striping	1	LS	\$10,848.00	\$ 10,848.00
17	Curb & Gutter	50	LF	\$ 45.20	\$ 2,260.00
18	Miscellaneous Driveway	100	SY	\$ 51.20	\$ 5,120.00
19	Sidewalk	175	SY	\$ 51.20	\$ 8,960.00
20	Mobilization/Demobilization	1	LS	\$ 75,300.00	\$ 75,300.00

TOTAL BID ALTERNATE

\$ 200,376.81

(Figures)

Two Hundred Thousand, Three Hundred Seventy-Six Dollars and Eighty-Eight Cents

(Words)

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run, and completed within 90 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER FOUR HUNDRED Dollars (\$ 400) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 5752
Street Address: S. Ridgewood Avenue
City, State, Zip Code: Port Orange, FL 32127
Email: masciestimate@mascigc.com
Telephone No.: (386) 322-4500 Fax No.: (386) 322-4600

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on May 30, 20 23.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

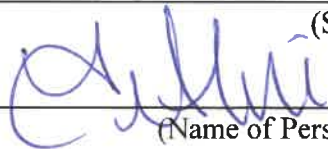
BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By Masci General Contractor, Inc.
(Corporation Name)

FLORIDA
(State of Incorporation)

By 
(Name of Person Authorized to Sign - Signature)

Leticia M. Ferreira
(Name of Person Authorized to Sign - Typed or Printed)

Vice President
(Title)



Business address: 5752 S. Ridgewood Avenue, Port Orange, FL 32127

Phone No.: (386) 322-4500

Fax No.: (386) 322-4600

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

*SEE ATTACHED EQUIPMENT LIST

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Asphalt	Masci General Contractor, Inc.
Base	Masci General Contractor, Inc.
Concrete	Maschmeyer

Subcontractors:

Work Classification: Thermo Striping

Name: McShea Contracting, LLC

Address: 508 Clifton St, Orlando, FL 32808

Phone Number: (407) 253-4337

Fax Number: _____

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: Maintenance of Traffic

Name: Traffic Control Products of Florida, Inc.

Address: 2683 Richmond Ave Sanford, FL 32773

Phone Number: 407-521-6777 Fax Number: _____

Work Classification: Surveying

Name: On Point Surveying, Inc.

Address: PO Box 770931, Winter Garden, FL 34777

Phone Number: 407-989-8102 Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	<u>1000</u>	L.F.	\$5	<u>\$5,000.00</u>
2. Sheet piling/Shoring	<u> </u>	S.F.	-	<u> </u>



Name (signature) 5-30-2023
Date

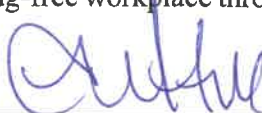
Leticia M. Ferreira
Name (typed or printed)
Vice President
Title

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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



Name (signature) 5-30-23

Date

Leticia M. Ferreira
Name (typed or printed)

Vice President

Title

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

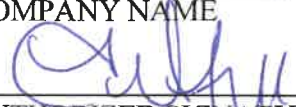
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Masci General Contractor, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Leticia M. Ferreira

NAME (PRINT OR TYPE)

Vice President

TITLE

5-30-23

DATE

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address;
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

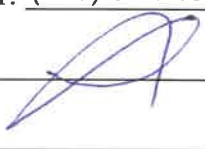
- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: Masci General Contractor, Inc.

Address: 5752 S. Ridgewood Avenue, Port Orange, FL 32127

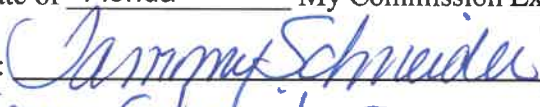
Business or Contractor License Number: 20-2045800

Phone Number: (386) 322-4500 Fax Number: (386) 322-4600

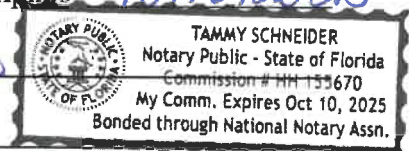
Owner's Name: Leonel Masci, P.E. Signature: 

Sworn to before me this 30th day of May

Notary Public for the State of Florida My Commission Expires 10/10/2025

Notary Public Signature: 

Printed Name: Tammy Schneider



To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

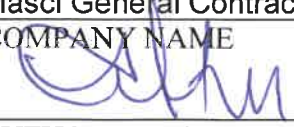
BID (Cont'd.)
2023 ROAD RESURFACING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

Masci General Contractor, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Leticia M. Ferreira

NAME (PRINT OR TYPE)

Vice President

TITLE

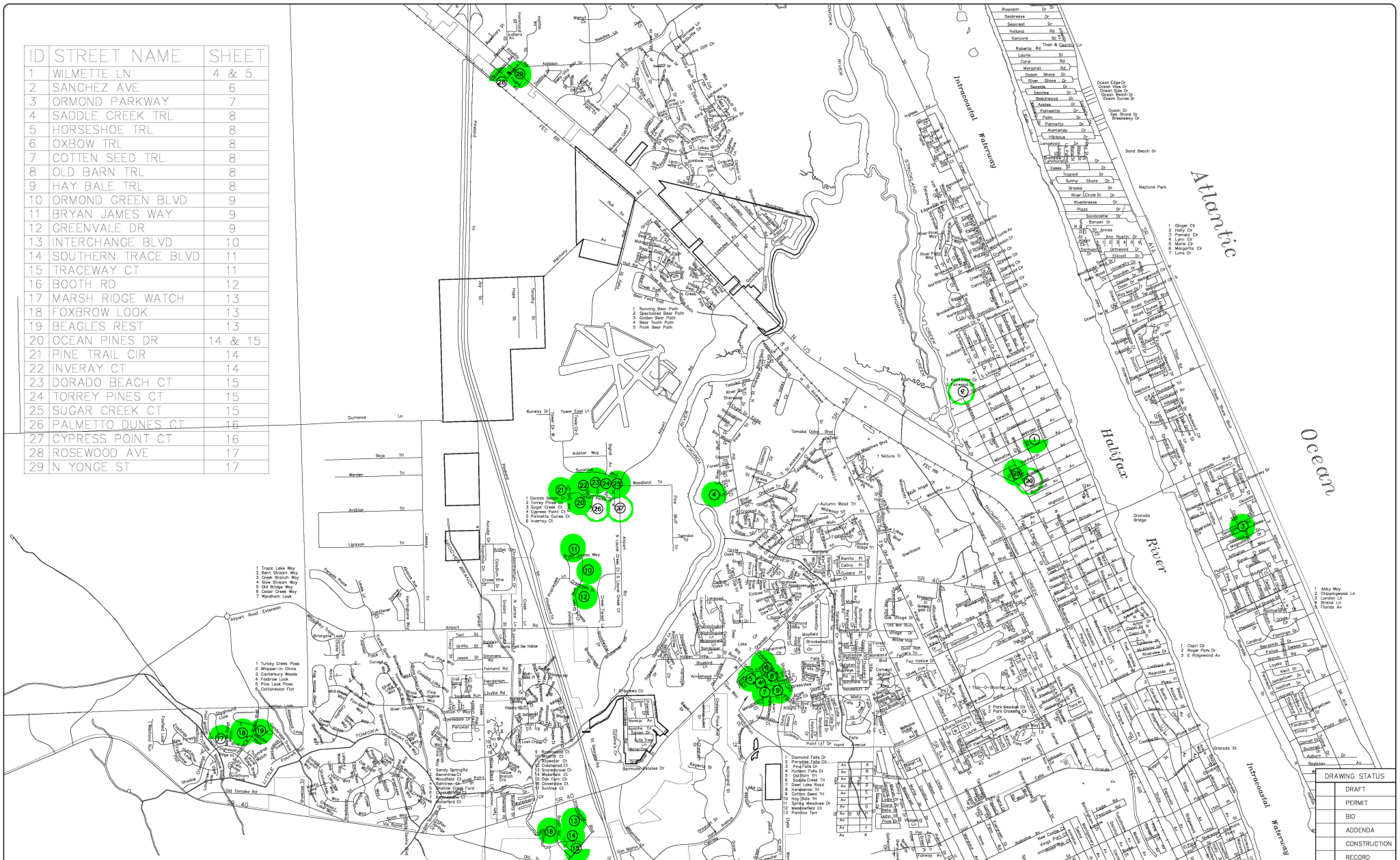
5-30-23

DATE

END OF BID

00300-16

ID	STREET NAME	SHEET
1	WILMETTE LN	4 & 5
2	SANCHEZ AVE	6
3	ORMOND PARKWAY	7
4	SADDLE CREEK TRL	8
5	HORSESHOE TRL	8
6	OSBOW TRL	8
7	COTTEN SEED TRL	8
8	OLD BARN TRL	8
9	HAY BALE TRL	8
10	ORMOND GREEN BLVD	9
11	BRYAN JAMES WAY	9
12	GREENVALE DR	9
13	INTERCHANGE BLVD	10
14	SOUTHERN TRACE BLVD	11
15	TRACEWAY CT	11
16	BOOTH RD	12
17	MARSH RIDGE WATCH	13
18	FOXSBROW LOOK	13
19	BEAGLES REST	13
20	OCEAN PINES DR	14 & 15
21	PINE TRAIL CIR	14
22	INVERAY CT	14
23	DORADO BEACH CT	15
24	TORREY PINES CT	15
25	SUGAR CREEK CT	15
26	PALMETTO DUNES CT	16
27	CYPRESS POINT CT	16
28	ROSEWOOD AVE	17
29	N YONGE ST	17



<table border="1" style="width:100%; border-collapse: collapse;"> <tr><th>NO.</th><th>DATE</th><th>REVISIONS</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	REVISIONS	BY													City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	2023 ROAD RESURFACING	LOCATION MAP	DATE: 4/13/23 SCALE: N.T.S. DRAWN BY: MC	PROJECT NO.: 9023-27 FILE NAME: SHEET: 2 of 18
NO.	DATE	REVISIONS	BY																			

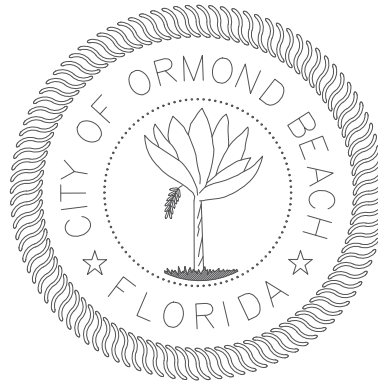
DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

CITY OF ORMOND BEACH

2023 ROAD RESURFACING BID NO.: 2023-27



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	WILMETTE LN
5	WILMETTE LN
6	SANCHEZ AVE
7	ORMOND PARKWAY
8	SADDLE CREEK TRL, HORSESHOE TRL, OXBOW TRL COTTON SEED TRL, OLD BARD TRL, & HAY BALE TRL
9	ORMOND GREEN BLVD, BRYAN JAMES WAY, & GREENVALE DR
10	INTERCHANGE BLVD
11	SOUTHERN TRACE BLVD & TRACEWAY CT
12	BOOTH RD
13	MARCH RIDGE WATCH, FOXBROW LOOK, & BEAGLES REST
14	OCEAN PINES DR, PINE TRAIL CIR, & INVERAY CT
15	OCEAN PINES DR, DORADO BEACH CT, TORREY PINES CT, & SUGAR CREEK CT
16	PALMETTO DUNES CT & CYPRESS POINT CT
17	ADDITIVE ALTERNATE 1 – ROSEWOOD AVE & N YONGE ST
18	DETAILS

MAYOR

BILL PARTINGTON

COMMISSIONERS

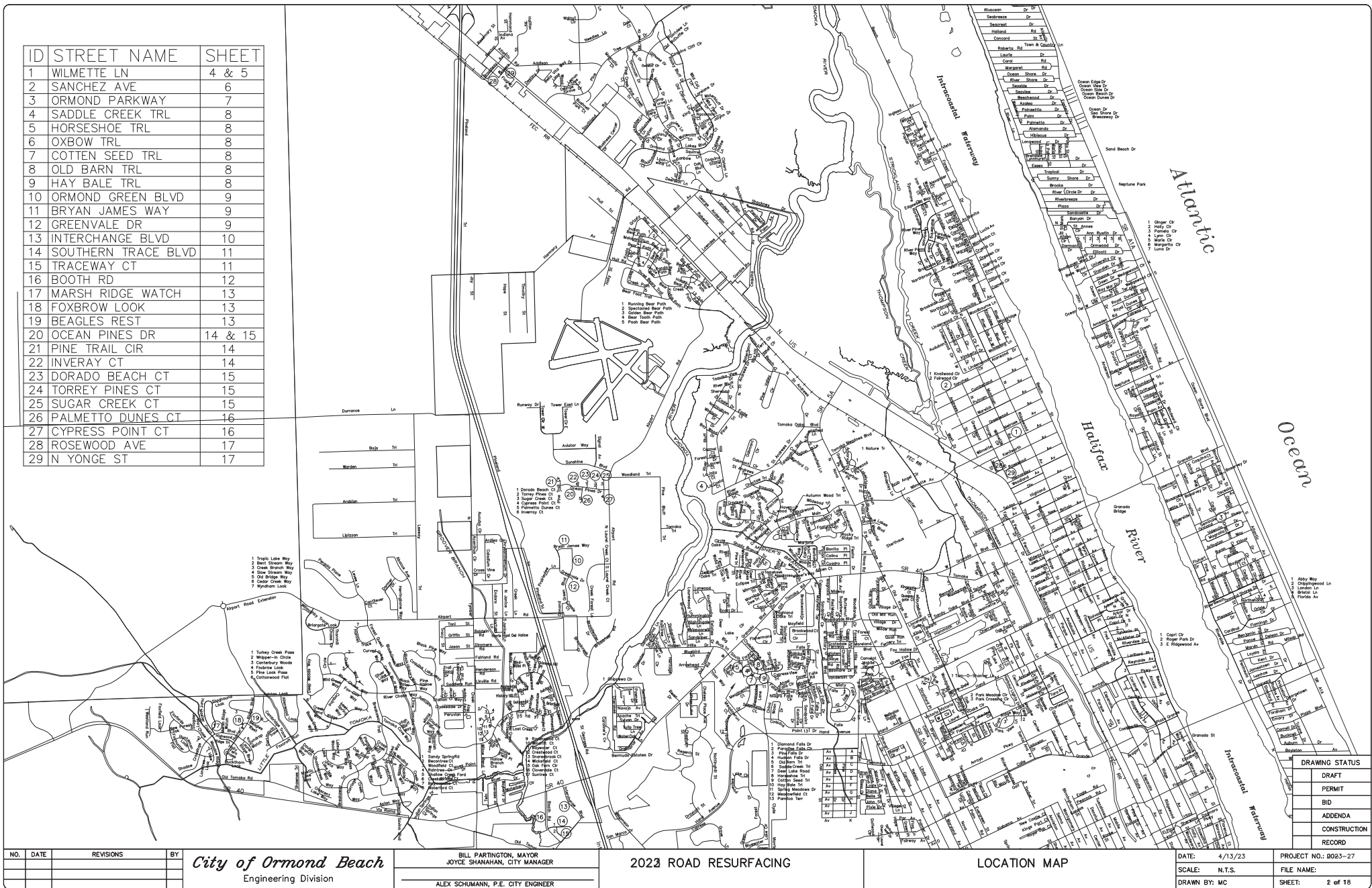
LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

ID	STREET NAME	SHEET
1	WILMETTE LN	4 & 5
2	SANCHEZ AVE	6
3	ORMOND PARKWAY	7
4	SADDLE CREEK TRL	8
5	HORSESHOE TRL	8
6	OXBOW TRL	8
7	COTTEN SEED TRL	8
8	OLD BARN TRL	8
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24	TORREY PINES CT	15
25	SUGAR CREEK CT	15
26	PALMETTO DUNES CT	16
27	CYPRESS POINT CT	16
28	ROSEWOOD AVE	17
29	N YONGE ST	17



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

2023 ROAD RESURFACING

LOCATION MAP

DATE: 4/13/23	PROJECT NO.: 9023-27
SCALE: N.T.S.	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 18

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

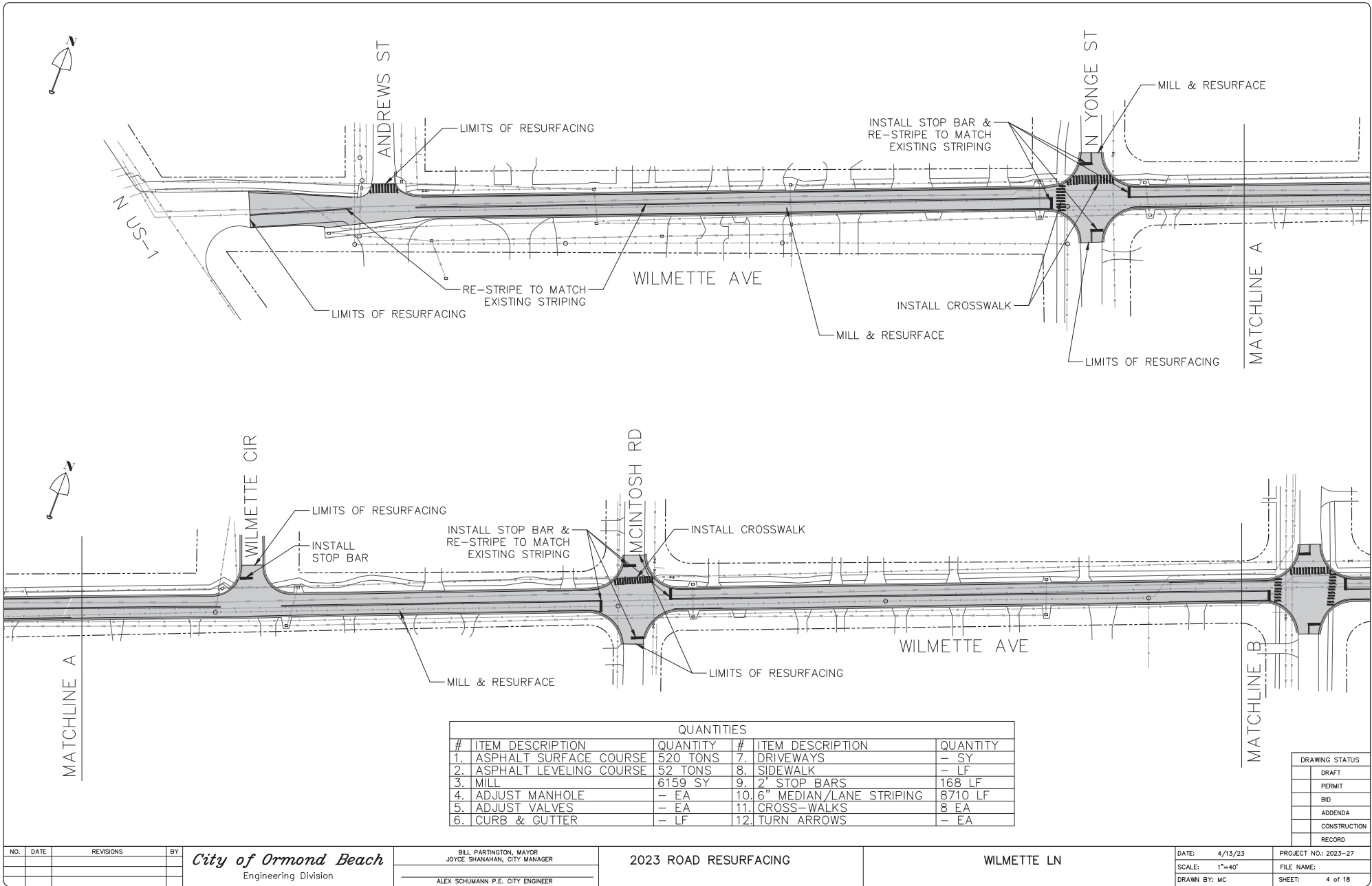
GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. 2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. 3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. 4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. 5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. 6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. 7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION. 8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY. 10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES 12. SEEDING OR SOODING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.		ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SOODED. ALL SLOPES GREATER THAN 6% SHALL BE SOODED. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><thead><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr></thead><tbody><tr><td>0.2% - 1.0%</td><td>SEEDING AND MULCHING</td></tr><tr><td>1.0% - 4.0%</td><td>SOODING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></tbody></table> 3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELL SOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CRUSHED LIMEROCK, RECYCLED CONCRETE, SHEL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MOISTURE PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%) 10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.		SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2% - 1.0%	SEEDING AND MULCHING	1.0% - 4.0%	SOODING	4.0% AND GREATER	DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30% 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2800 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "W" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 24. A "P" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.		25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE. 26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY. 27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS. 28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY. 30. STANDARD TURNING RADI FOR INTERSECTIONS: <table><tbody><tr><td>2-LANE ACCESS OR FEEDER</td><td>35'</td></tr><tr><td>LOCAL TO COLLECTOR</td><td>35'</td></tr><tr><td>LOCAL OR COLLECTOR TO ARTERIAL</td><td>40'</td></tr><tr><td>ARTERIAL TO ARTERIAL</td><td>50'</td></tr></tbody></table> 31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED. 32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPRE) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT THE PRE CONSTRUCTION MEETING. 34. UTILITY DEPTH: - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 36 INCHES IN DEPTH. - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH. - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION. 35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.		2-LANE ACCESS OR FEEDER	35'	LOCAL TO COLLECTOR	35'	LOCAL OR COLLECTOR TO ARTERIAL	40'	ARTERIAL TO ARTERIAL	50'
SWALE PROFILE GRADES	PROTECTION REQUIRED																						
0.2% - 1.0%	SEEDING AND MULCHING																						
1.0% - 4.0%	SOODING																						
4.0% AND GREATER	DITCH PAVING																						
2-LANE ACCESS OR FEEDER	35'																						
LOCAL TO COLLECTOR	35'																						
LOCAL OR COLLECTOR TO ARTERIAL	40'																						
ARTERIAL TO ARTERIAL	50'																						
	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020												

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	4811 TONS	6.	THERMOPLASTIC STRIPING	1 LS
2.	ASPHALT LEVELING COURSE	482 TONS	7.	CURB & GUTTER	150 LF
3.	MILL	57022 SY	8.	MISC. DRIVEWAYS	250 SY
4.	ADJUST MANHOLE	5 EA	9.	SEWALK	250 SY
5.	ADJUST VALVES	6 EA	10.	ASPHALT MILLINGS	400 CY

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	STABILIZED SUBGRADE	800 SY	16.	THERMOPLASTIC STRIPING	1 LS
12.	COMPACTED ROAD BASE 8"	800 SY	17.	CURB & GUTTER	50 LF
13.	ASPHALT SURFACE COURSE	328 TONS	18.	MISC. DRIVEWAYS	100 SY
14.	ASPHALT LEVELING COURSE	33 TONS	19.	SEWALK	175 SY
15.	MILL	3889 SY	20.	DEMO	1 LS

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER		2023 ROAD RESURFACING		NOTES & QUANTITIES		DATE:	4/13/23	PROJECT NO.:	2023-27
												SCALE:	1"=40'	FILE NAME:	
												DRAWN BY:	MC	SHEET:	3 of 18



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	520 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	52 TONS	8.	SIDEWALK	- LF
3.	MILL	6159 SY	9.	2' STOP BARS	168 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	8710 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	8 EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

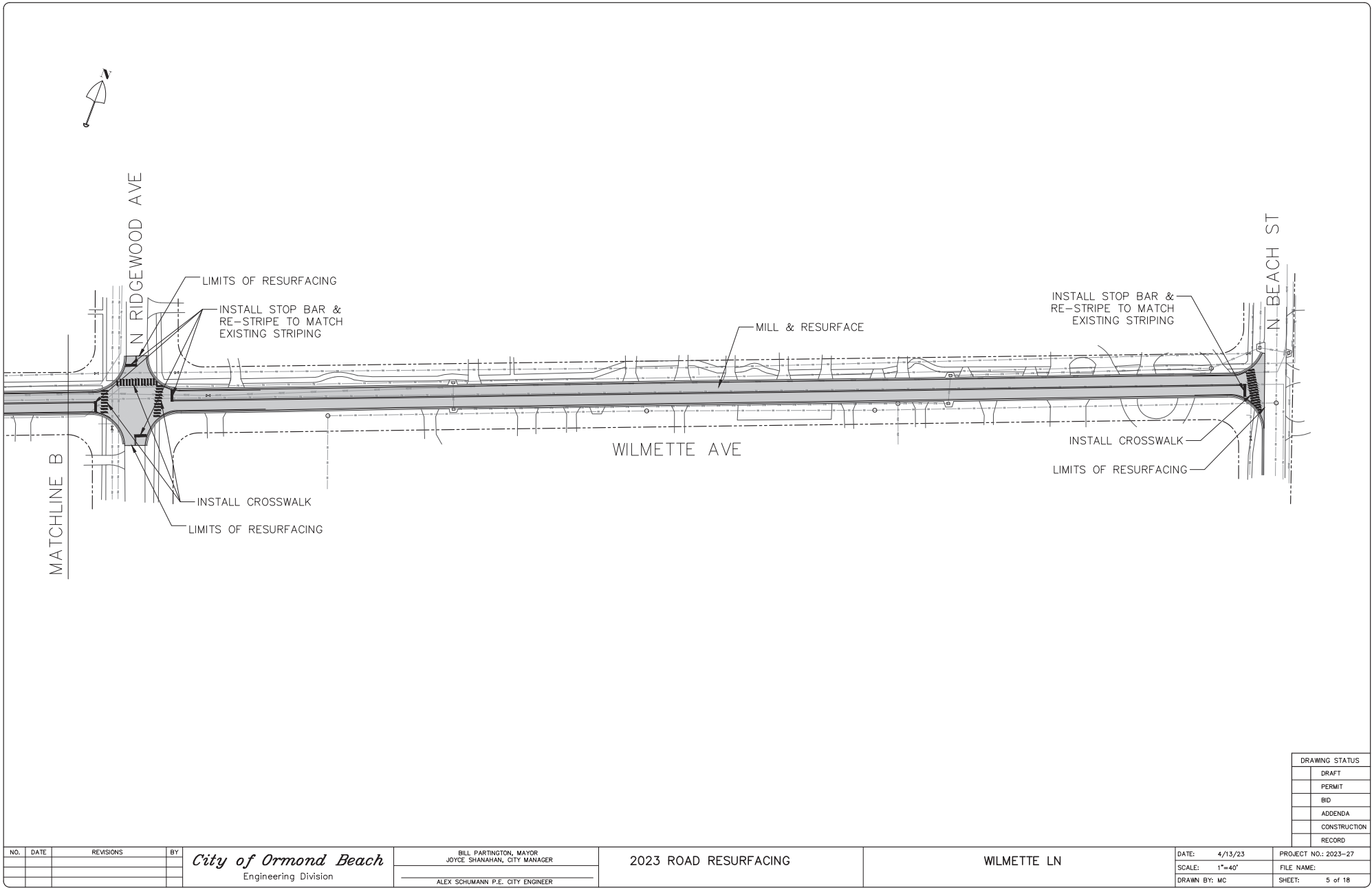
BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

WILMETTE LN

DATE: 4/13/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2023-27
FILE NAME:
SHEET: 4 of 18



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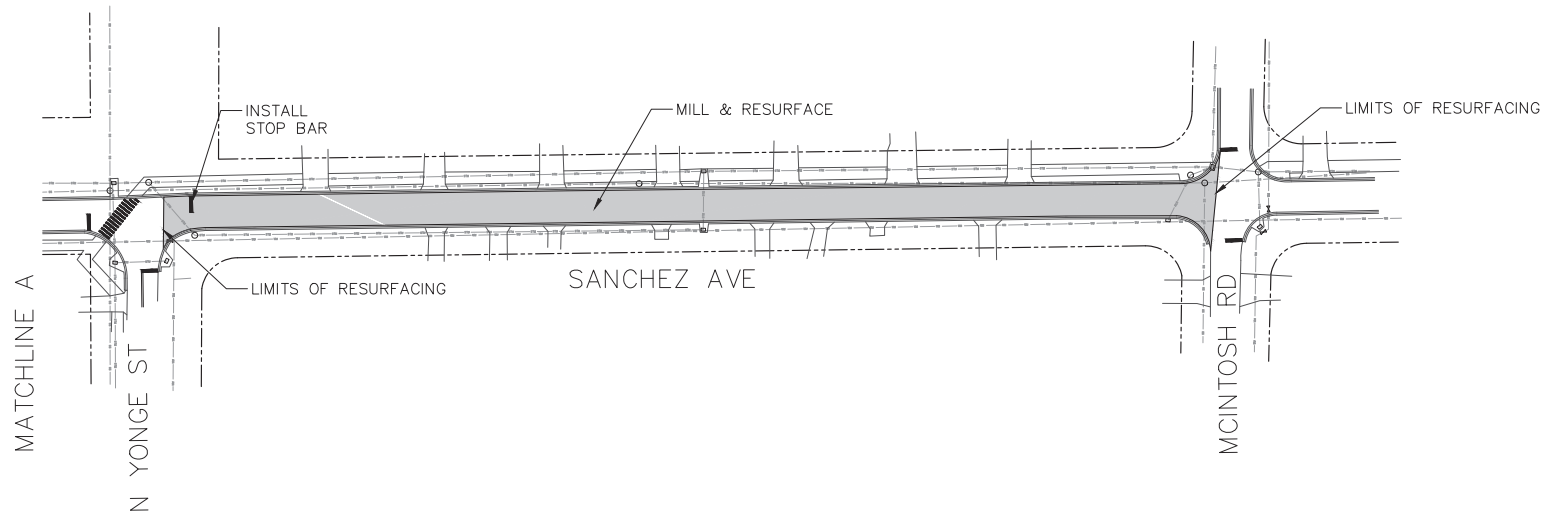
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

WILMETTE LN

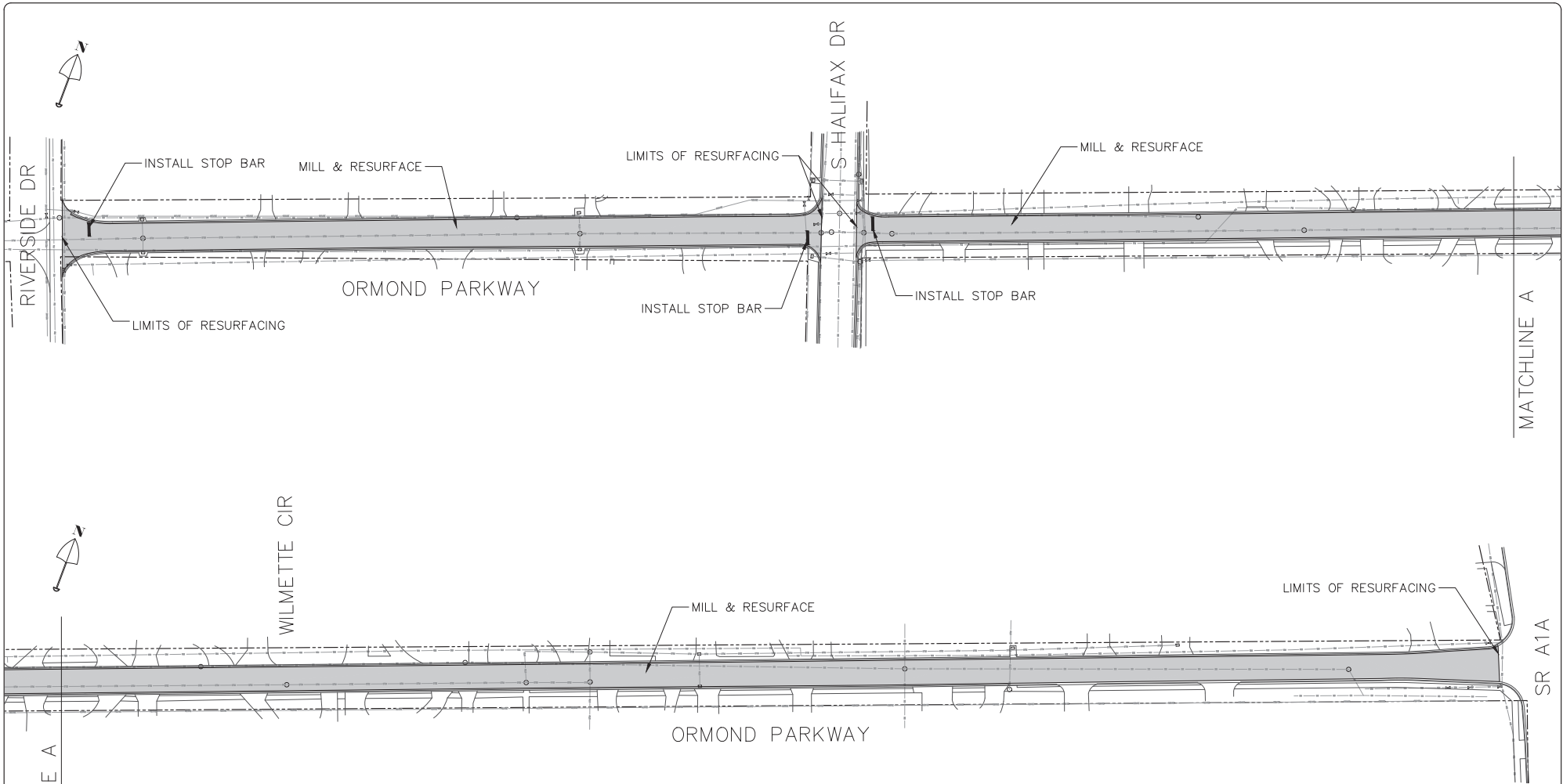
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SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 5 of 18



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	187 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	19 TONS	8.	SIDEWALK	- LF
3.	MILL	2222 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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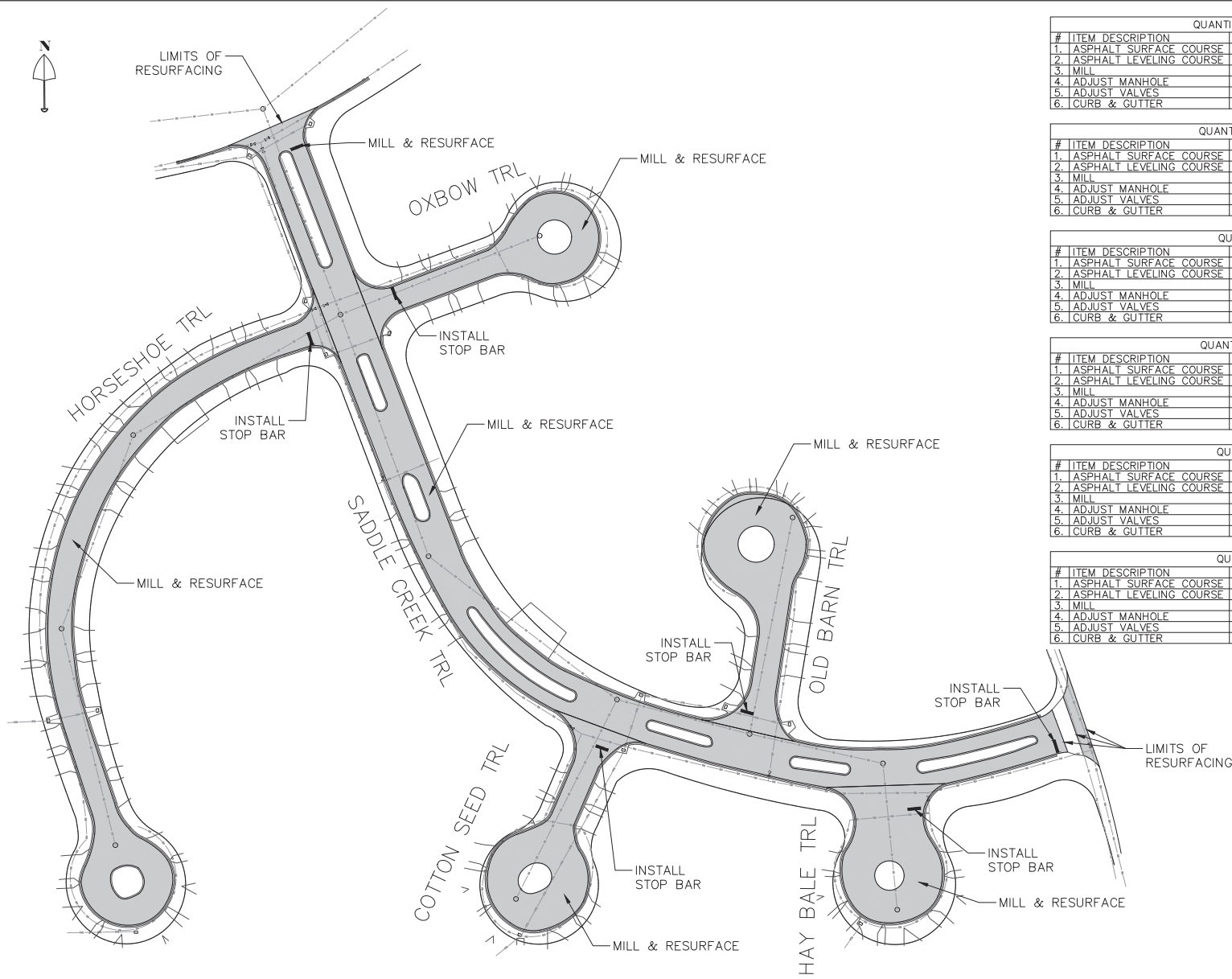
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	SANCHEZ AVE	DATE: 4/13/23	PROJECT NO.: 2023-27
								SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 6 of 18



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	530 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	53 TONS	8.	SIDEWALK	- LF
3.	MILL	6275 SY	9.	2' STOP BARS	36 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		2023 ROAD RESURFACING	ORMOND PARKWAY	DATE:	4/13/23	PROJECT NO.:	2023-27
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	7 of 18



QUANTITIES - SADDLE CREEK TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	254 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	25 TONS	8.	SIDEWALK	- LF
3.	MILL	3006 SY	9.	2' STOP BARS / HATCHING	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	20 LF	12.	TURN ARROWS	- EA

QUANTITIES - HORSESHOE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	146 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	15 TONS	8.	SIDEWALK	- LF
3.	MILL	1734 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	60 LF	12.	TURN ARROWS	- EA

QUANTITIES – OXBOW TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	65 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	– LF
3.	MILL	769 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

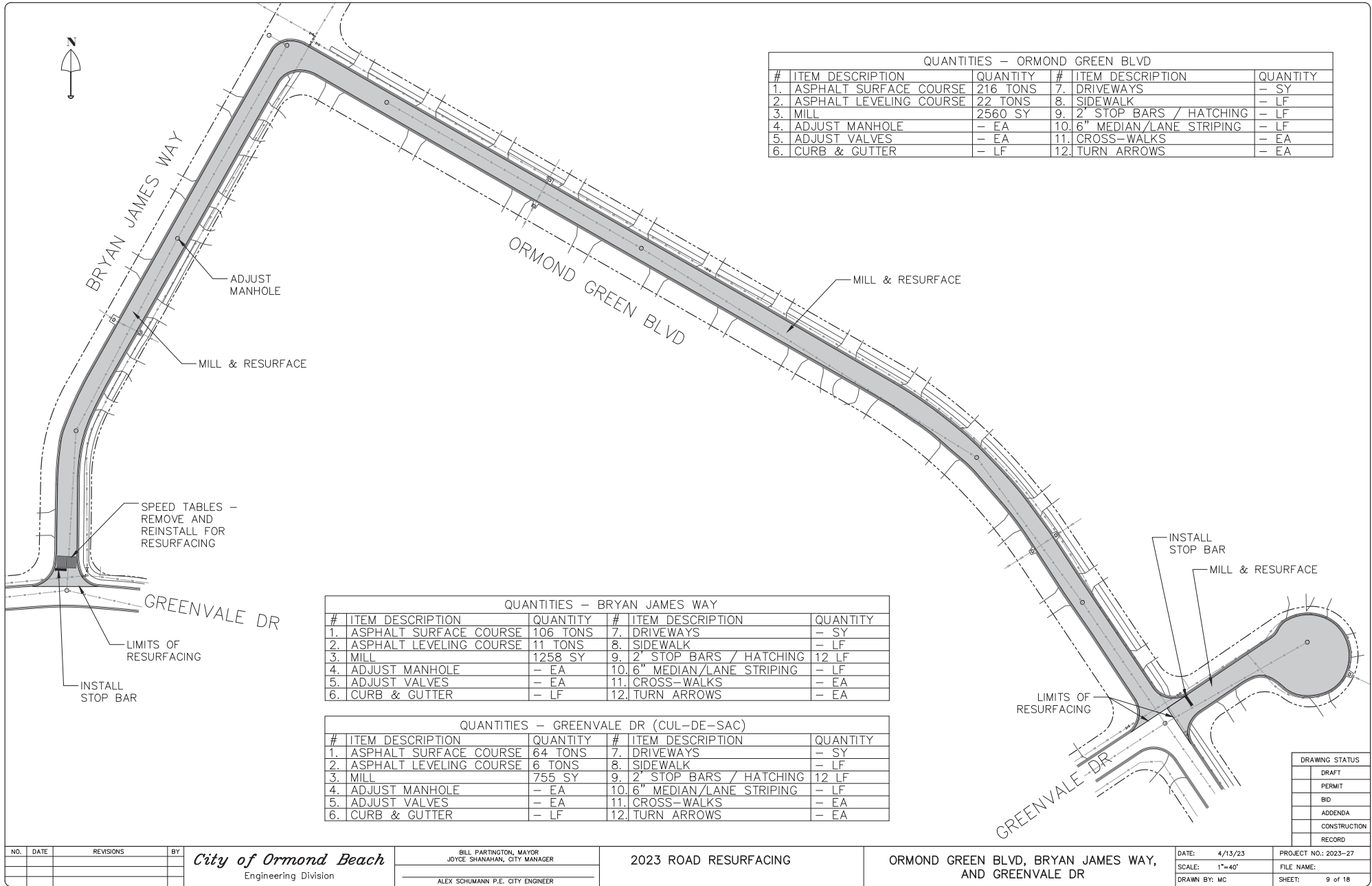
QUANTITIES - COTTON SEED TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	73 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	863 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - OLD BARN TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	81 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	8 TONS	8.	SIDEWALK	- LF
3.	MILL	961 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - HAY BALE TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	66 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	779 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	SADDLE CREEK, HORSESHOE, OXBOW, COTTON SEED, OLD BARN, & HAY BALE	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 8 of 18
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QUANTITIES – ORMOND GREEN BLVD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	216 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	22 TONS	8.	SIDEWALK	– LF
3.	MILL	2560 SY	9.	2' STOP BARS / HATCHING	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES — BRYAN JAMES WAY					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	106 TONS	7.	DRIVEWAYS	— SY
2.	ASPHALT LEVELING COURSE	11 TONS	8.	SIDEWALK	— LF
3.	MILL	1258 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	— EA	10.	6" MEDIAN/LANE STRIPING	— LF
5.	ADJUST VALVES	— EA	11.	CROSS—WALKS	— EA
6.	CURB & GUTTER	— LF	12.	TURN ARROWS	— EA

QUANTITIES – GREENVALE DR (CUL-DE-SAC)					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	64 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	6 TONS	8.	SIDEWALK	– LF
3.	MILL	755 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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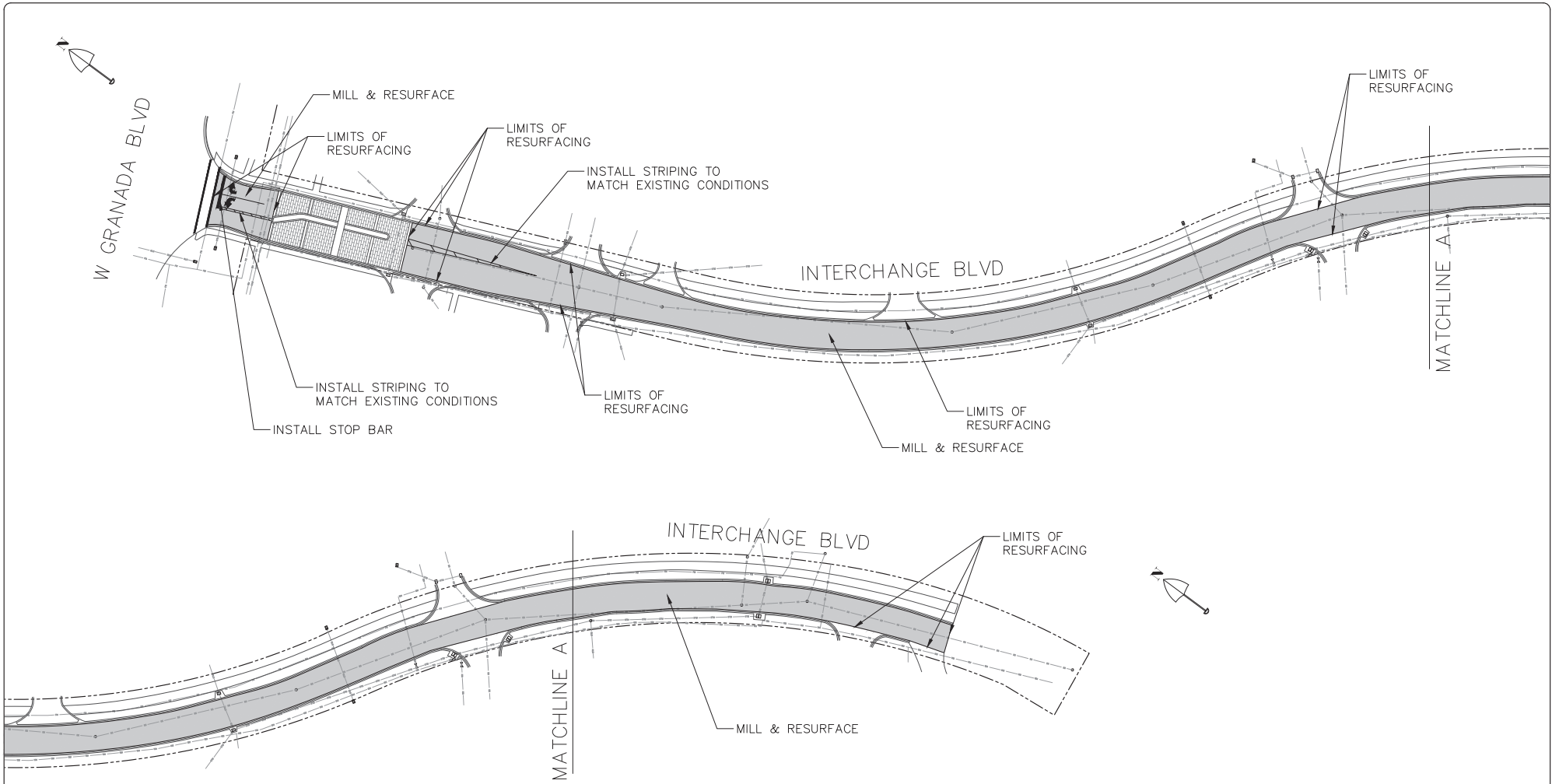
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN P.E. CITY ENGINEER

2023 ROAD RESURFACING

ORMOND GREEN BLVD, BRYAN JAMES WAY,
AND GREENVALE DR

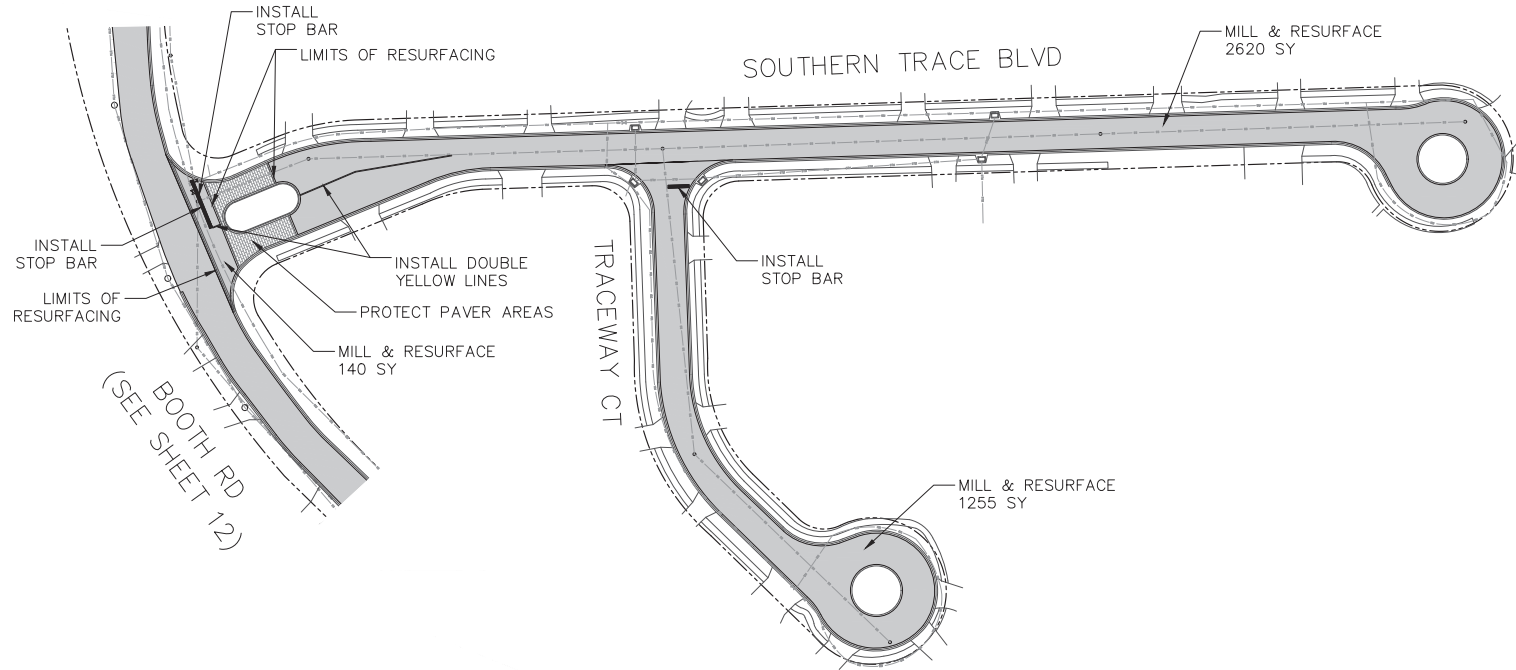
DATE: 4/13/23	PROJECT NO.: 2023-27
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET: 9 of 18



QUANTITIES - INTERCHANGE BLVD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	323 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	32 TONS	8.	SIDEWALK	- LF
3.	MILL	3831 SY	9.	2" STOP BARS	28 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	385 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	2 EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	INTERCHANGE BLVD	DATE:	4/13/23	PROJECT NO.:	2023-27
									SCALE:	1"=40'	FILE NAME:	
									DRAWN BY:	MC	SHEET:	10 of 18



QUANTITIES – SOUTHERN TRACE BLVD

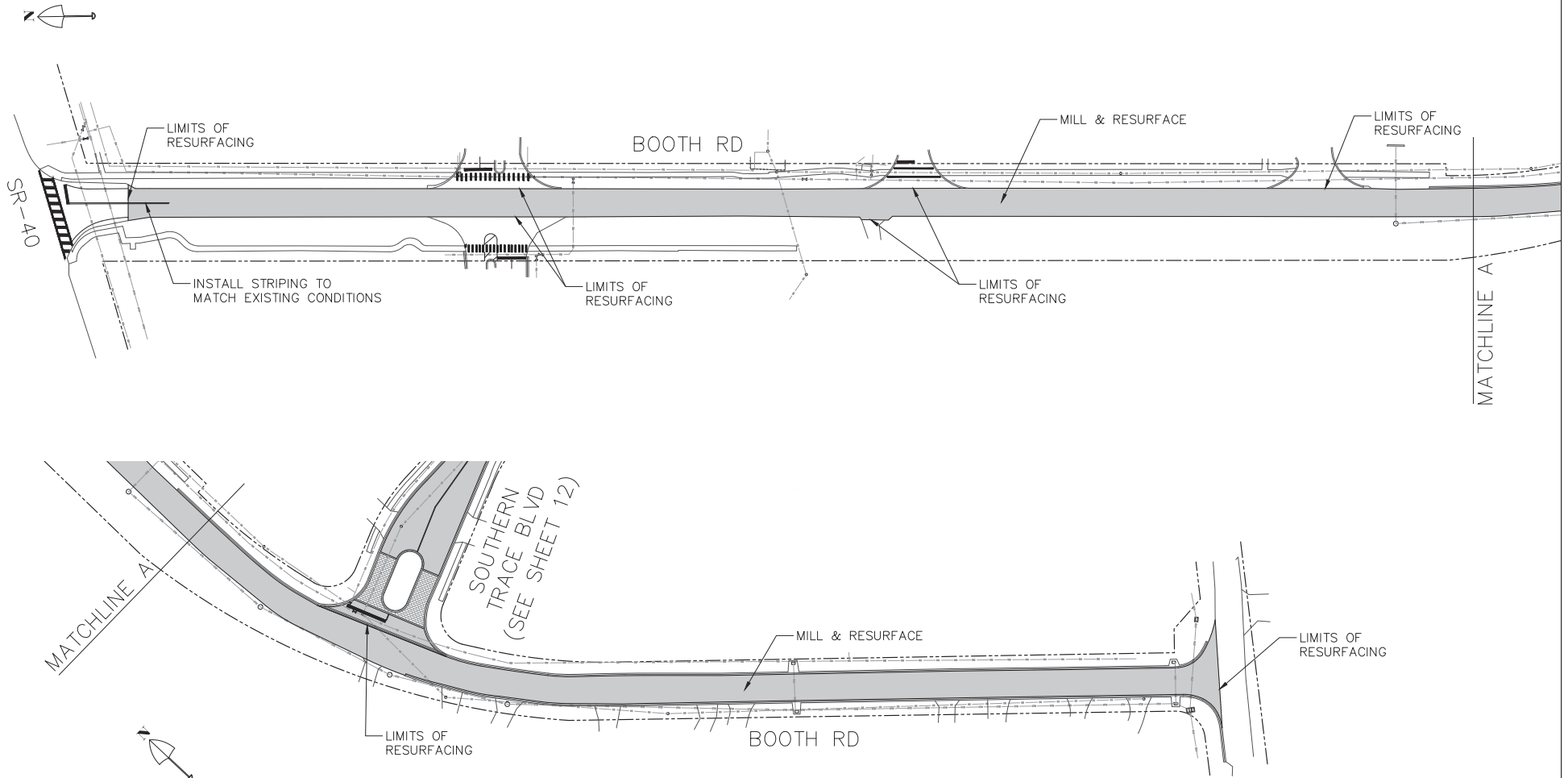
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	224 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	24 TONS	8.	SIDEWALK	– LF
3.	MILL	2650 SY	9.	2' STOP BARS	35 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	228 LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – TRACEWAY CT

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	108 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11 TONS	8.	SIDEWALK	– LF
3.	MILL	1378 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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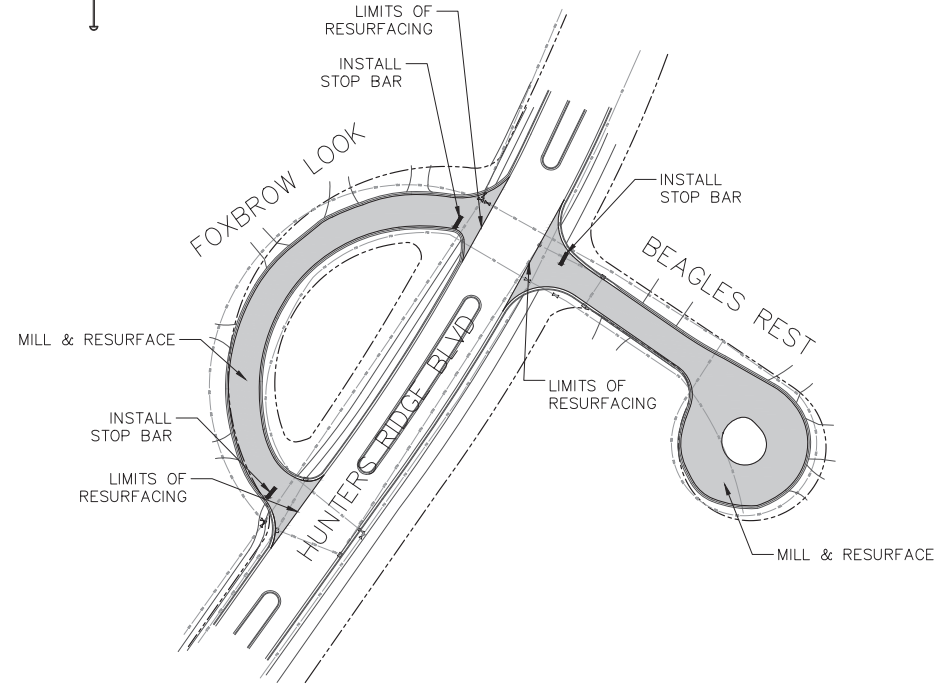
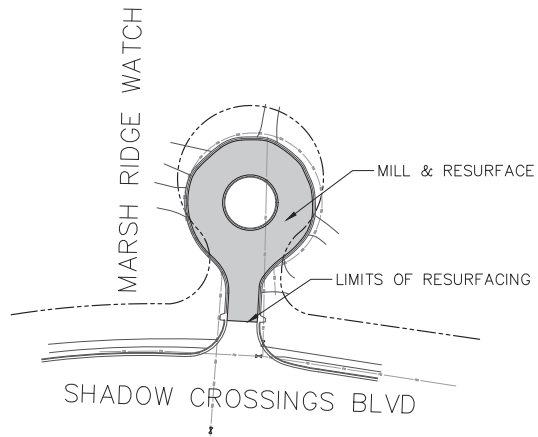
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					ALEX SCHUMANN P.E. CITY ENGINEER				



QUANTITIES - BOOTH RD					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	488 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	49 TONS	8.	SIDEWALK	- LF
3.	MILL	5782 SY	9.	2" STOP BARS	- LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	70 LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	BOOTH RD	DATE:	4/13/23	PROJECT NO.:	2023-27
									SCALE:	1"=40'	FILE NAME:	
									DRAWN BY:	MC	SHEET:	12 of 18



QUANTITIES - MARSH RIDGE WATCH

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	59 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	6 TONS	8.	SIDEWALK	- LF
3.	MILL	702 SY	9.	2' STOP BARS	- LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	25 LF	12.	TURN ARROWS	- EA

QUANTITIES - FOXSBROW LOOK

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	67 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK	- LF
3.	MILL	797 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - BEAGLES REST

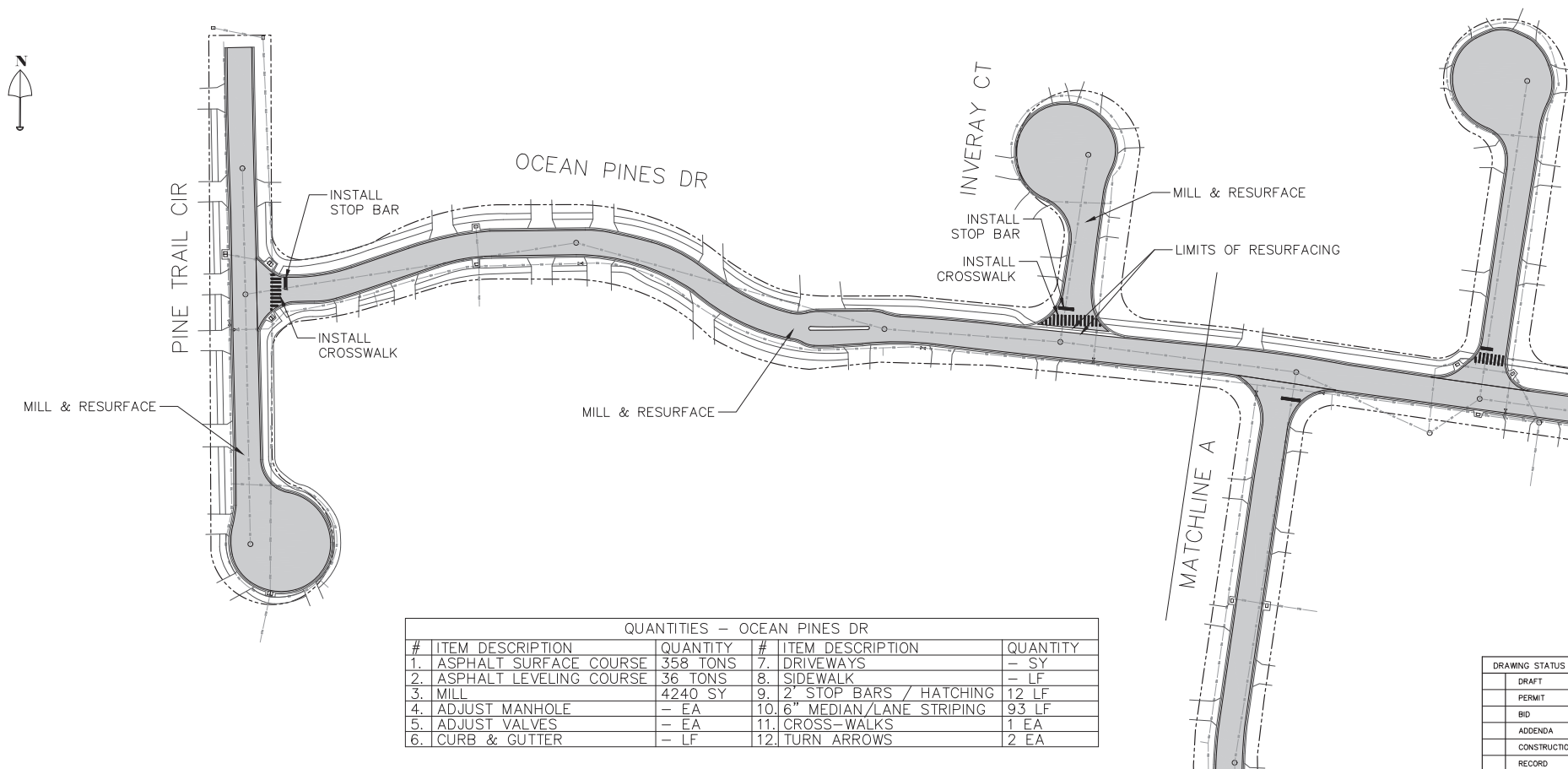
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	81 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	8 TONS	8.	SIDEWALK	- LF
3.	MILL	959 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

DRAWING STATUS
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ADDENDA
CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	MARSH RIDGE WATCH, FOXSBROW LOOK & BEAGLES REST	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 13 of 18
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QUANTITIES - PINE TRAIL CIR				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	74 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK
3.	MILL	1387 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS

QUANTITIES - INVERAY CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	74 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	7 TONS	8.	SIDEWALK
3.	MILL	875 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS



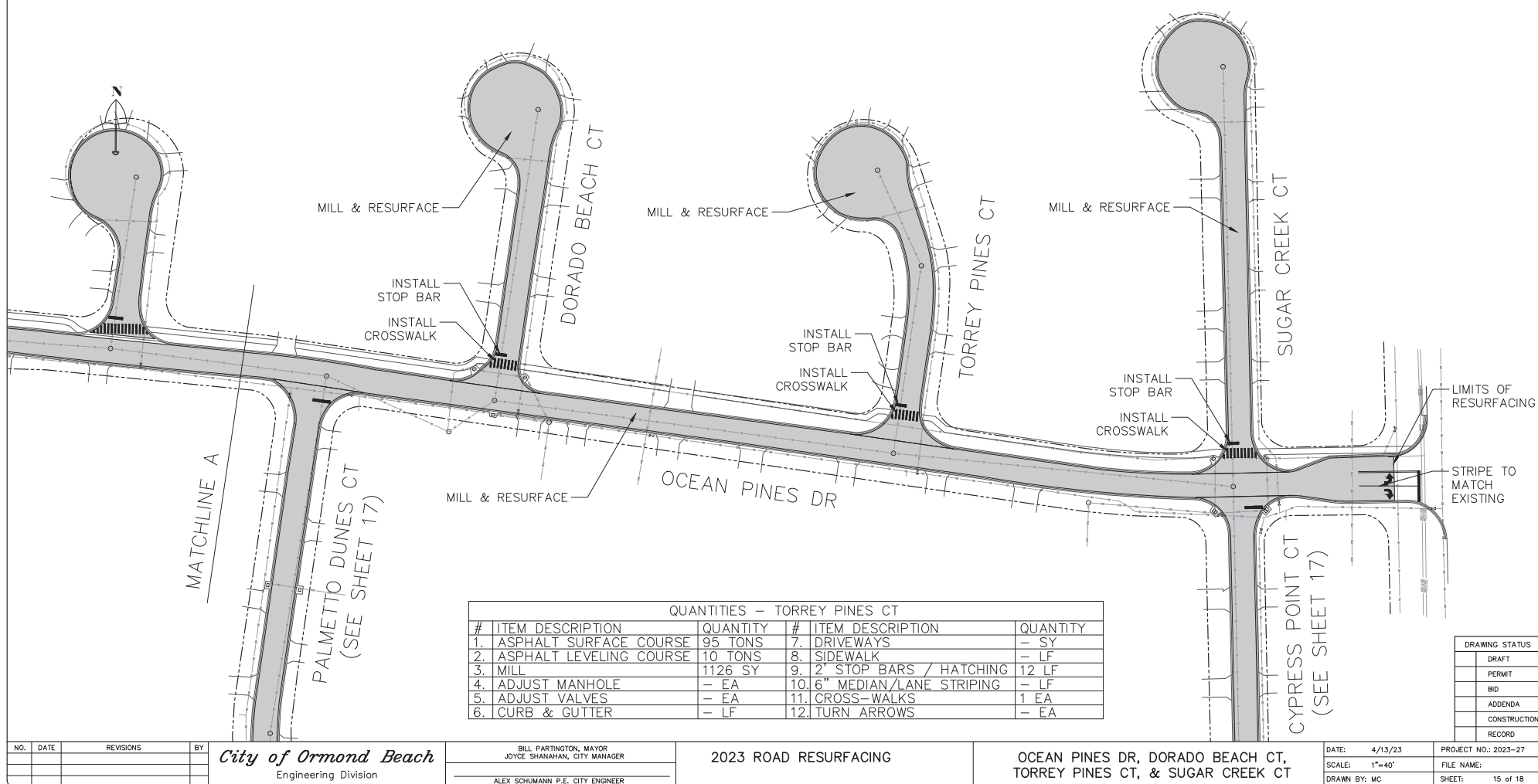
QUANTITIES - OCEAN PINES DR				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	358 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	36 TONS	8.	SIDEWALK
3.	MILL	4240 SY	9.	2' STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS

DRAWING STATUS	
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☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2023 ROAD RESURFACING	OCEAN PINES DR, PINE TRAIL CIR, & INVERAY CT	DATE: 4/13/23	PROJECT NO.: 2023-27	
									SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER				DRAWN BY: MC	SHEET: 14 of 18

QUANTITIES - DORADO BEACH CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	94 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	9 TONS	8.	SIDEWALK
3.	MILL	1112 SY	9.	2" STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA

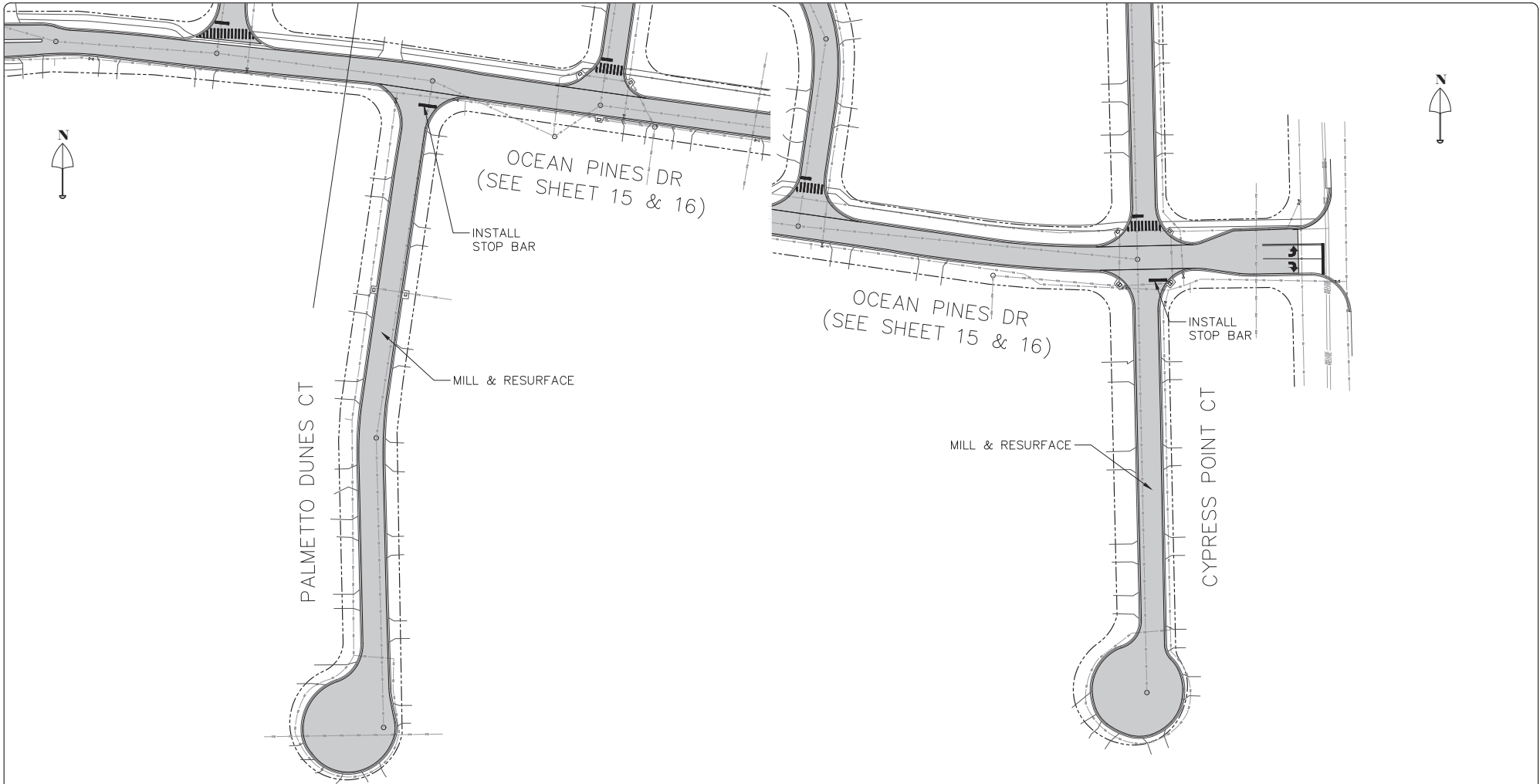
QUANTITIES - SUGAR CREEK CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	116 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	12 TONS	8.	SIDEWALK
3.	MILL	1376 SY	9.	2" STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA



QUANTITIES - TORREY PINES CT				
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION
1.	ASPHALT SURFACE COURSE	95 TONS	7.	DRIVEWAYS
2.	ASPHALT LEVELING COURSE	10 TONS	8.	SIDEWALK
3.	MILL	1126 SY	9.	2" STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS
6.	CURB & GUTTER	- LF	12.	TURN ARROWS
				QUANTITY
				- SY
				- LF
				12 LF
				- LF
				1 EA
				- EA

DRAWING STATUS	
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☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	OCEAN PINES DR, DORADO BEACH CT, TORREY PINES CT, & SUGAR CREEK CT	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 15 of 18



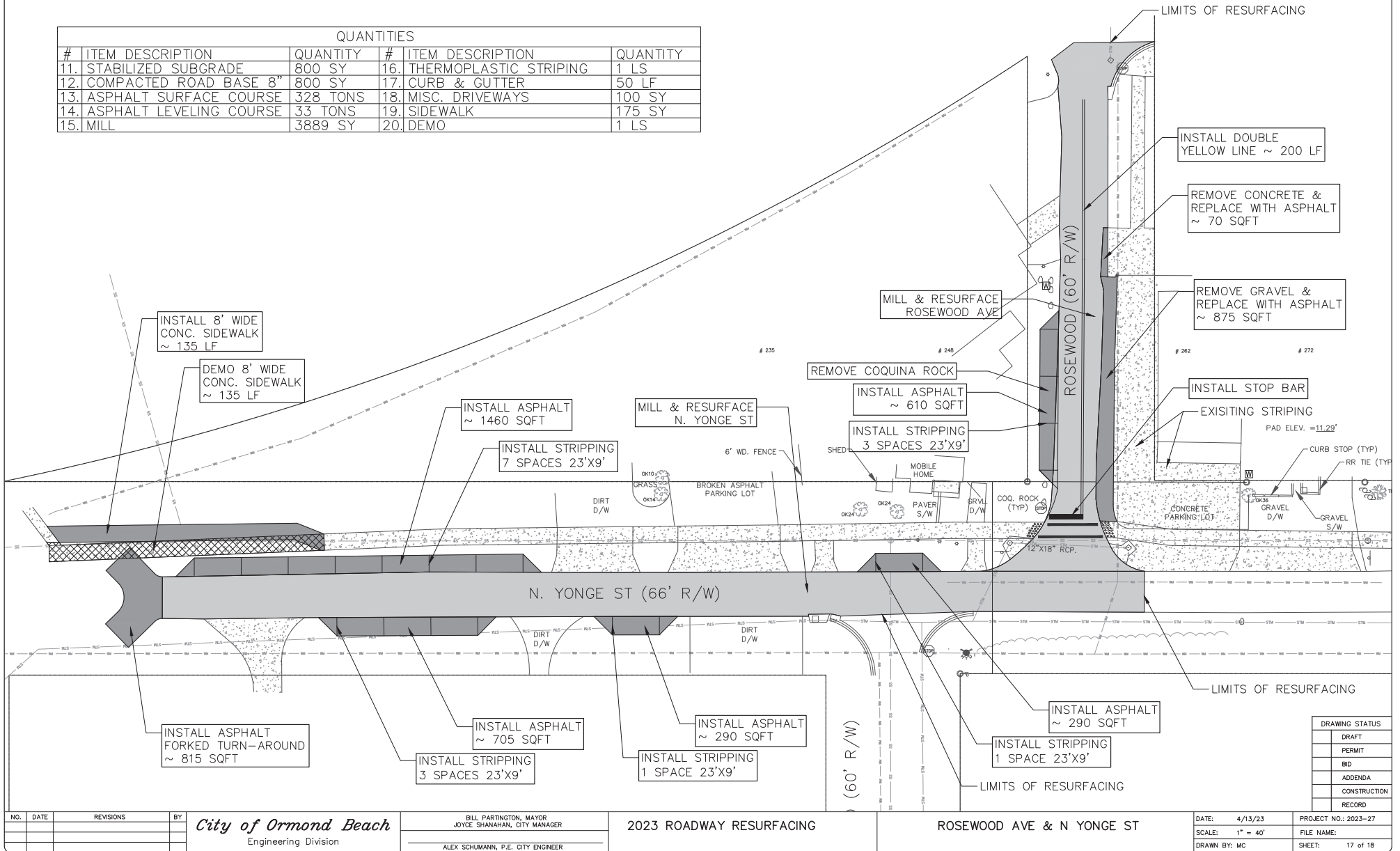
QUANTITIES – PALMETTO DUNES CT			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	157 TONS	7. DRIVEWAYS
2.	ASPHALT LEVELING COURSE	16 TONS	8. SIDEWALK
3.	MILL	1863 SY	9. 2' STOP BARS
4.	ADJUST MANHOLE	– EA	10. 6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	– EA	11. CROSS-WALKS
6.	CURB & GUTTER	– LF	12. TURN ARROWS

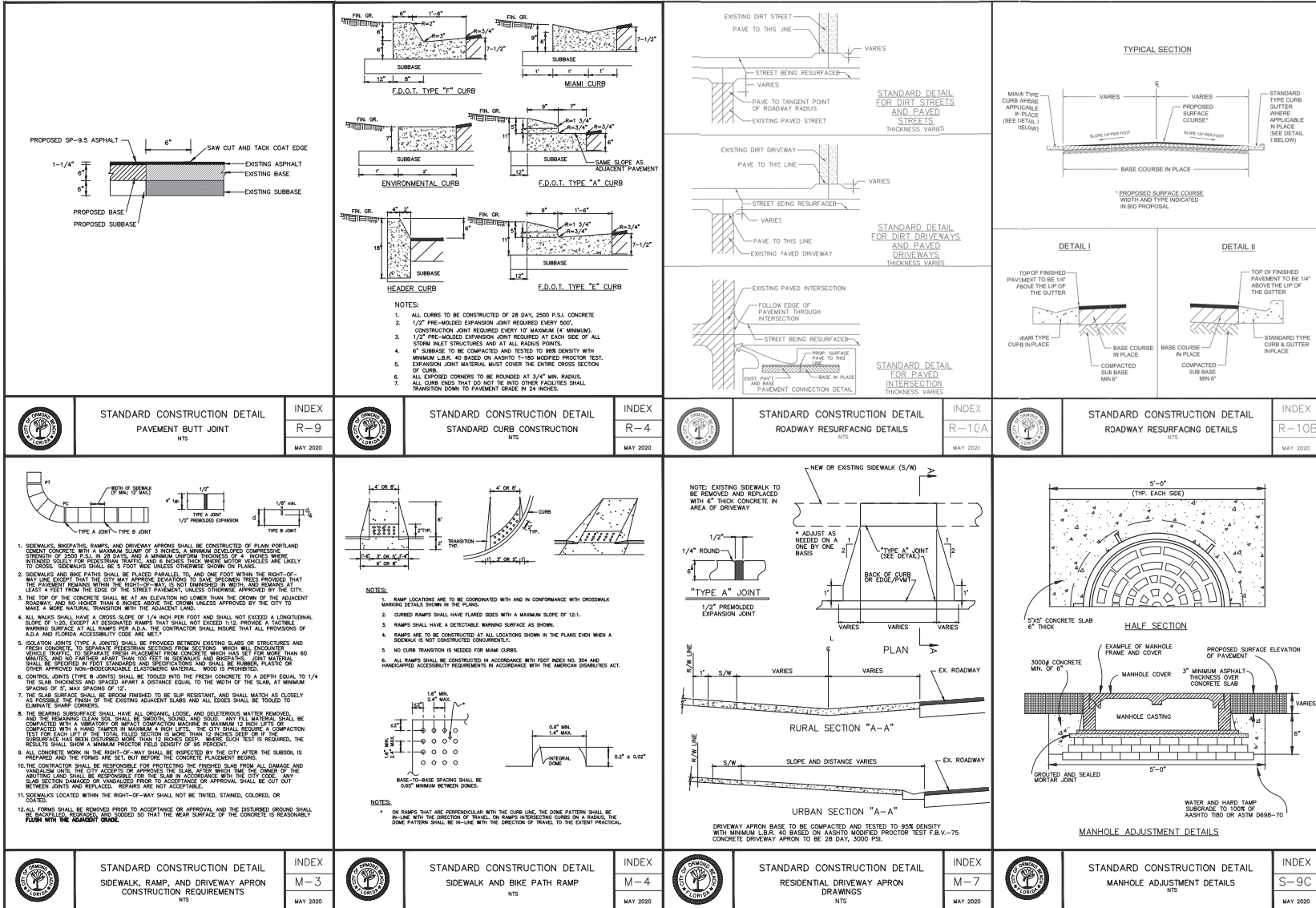
QUANTITIES – CYPRESS POINT CT			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	117 TONS	7. DRIVEWAYS
2.	ASPHALT LEVELING COURSE	12 TONS	8. SIDEWALK
3.	MILL	1392 SY	9. 2' STOP BARS
4.	ADJUST MANHOLE	– EA	10. 6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	– EA	11. CROSS-WALKS
6.	CURB & GUTTER	– LF	12. TURN ARROWS

DRAWING STATUS	
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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2023 ROAD RESURFACING	PALMETTO DUNES CT & CYPRESS POINT CT	DATE: 4/13/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 16 of 18
					ALEX SCHUMANN P.E. CITY ENGINEER				

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	STABILIZED SUBGRADE	800 SY	16.	THERMOPLASTIC STRIPING	1 LS
12.	COMPACTED ROAD BASE 8"	800 SY	17.	CURB & GUTTER	50 LF
13.	ASPHALT SURFACE COURSE	328 TONS	18.	MISC. DRIVEWAYS	100 SY
14.	ASPHALT LEVELING COURSE	33 TONS	19.	SIDEWALK	175 SY
15.	MILL	3889 SY	20.	DEMO	1 LS





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☐	ADDENDUM
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2023 ROAD RESURFACING	DETAILS	DATE: 4/13/23	PROJECT NO.: 2023-27
								SCALE: N.T.S.	FILE NAME:
								DRAWN BY: MC	SHEET: 18 of 18



BID OPENING TABULATION

Project: 2023 Roadway Resurfacing

Bid Number: 2023-27

Date & Time: May 30, 2023 2:00pm

Contractor	Addendum 1	Bid Bond	Base Bid	Alternate	Total Base + Alternate
W.T. Comp Inc 853 SR 436 Ste 2091 Casselberry FL 32707	y	y	\$1,333,267.44	\$211,435.95	\$1,544,703.39
P&S Paving 3701 Olson Dr Daytona Beach FL 32127	y	y	\$929,520.70	\$125,427.70	\$1,054,948.40
Masci General Contractors Inc 5752 S Ridgewood Port Orange FL 32127	n	y	\$822,751.88	\$200,376.81	\$1,023,128.69
Halifax Paving PO Box 730549 Ormond Beach FL 32173	y	y	\$1,040,272.00	\$126,806.50	\$1,167,078.50
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00
0	0	0	\$0.00	\$0.00	\$0.00

Please Note: The bid proposals are currently being reviewed. All submittals accepted by the City of Ormond Beach are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Bid documents from the bidders listed herein are the only submittals received timely as of the above opening date and time. All other bid documents submitted in response to this solicitation, if any, are hereby rejected as late.

Tabulated by: Robert Hart
Purchasing Coordinator

Opened by: Dan D'Amato
Civil Engineer

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.E
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-114	
Strategic Goal:	Public Safety - Other			
Department:	Fire Department			
Subject:	Request to Purchase Brush Truck Fire Apparatus			
Budget Impact:	The total cost for this vehicle is \$288,624.57, and will be purchased from the Florida Sheriff's Association Cooperative Purchasing Program, specification FSA23-VEF17.0, utilizing funding from the Public Safety Vehicle and Equipment Replacement Fund (305). The cost for this apparatus is higher than the original budgeted amount of \$175,000. This is due to scheduled pricing increases in the FSA contract, increased manufacturing costs, limited chassis availability, and redesign of apparatus specification to make it a multi-purpose vehicle (changes necessary to allow it to function as a high-water rescue vehicle, in addition to a brush apparatus). A budget amendment deriving from fund 305, Public Safety Vehicle and Replacement Fund, will be required to offset the increase of this vehicle purchase. If approved, this fund has the necessary fund balance to approve this purchase.			
Summary:	This request is to purchase a new brush truck apparatus to replace a vehicle that no longer meets operational needs. The new vehicle will also be capable of high-water rescue, and enhance the level of service provided to the community.			
Recommended Action:	Staff recommends approval of the purchase of a 2024 Skeeter Brush Truck/High-Water Rescue fire apparatus, from Ten-8 Fire Equipment in the amount of \$288,624.57.			
Staff Contact:	Howard Bailey, Fire Chief, (386) 676-3333			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 7/7/2023 7/7/2023  				

Joyce Shanahan, City Manager

7/7/2023





CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Howard Bailey Fire Chief
Date: July 18, 2023
Subject: Request to Purchase Brush Truck Fire Apparatus
Commission Goal: Public Safety - Other

Introduction

This is a request to purchase a custom Skeeter Brush Truck/High-Water Rescue apparatus to replace the current brush truck, which no longer meets the needs of the fire department.

Background

The current brush truck, a repurposed vehicle, intended for use as a temporary vehicle, no longer meets the needs and requirements of the department. The replacement apparatus has been designed to better meet operational suppression, equipment, and personnel needs. This vehicle will be used for brush fires and be able to gain access to areas of the city that cannot be obtained from a Suppression Engine, as well as to perform high-water rescue in disaster/flooding events.

The new brush truck, which will be housed at Fire Station 94, will replace vehicle #045, which will be declared surplus.

Discussion

In 2019, the City Commission approved and budgeted funding for the Public Safety Vehicle and Equipment Replacement Fund, in order to create and maintain a reliable replacement schedule for apparatus and equipment.

The previous brush truck suffered major mechanical failures in 2016, and a temporary vehicle has been utilized as a brush truck since. It was intended to be a temporary vehicle, was not designed for use as a brush truck, and does not meet the operational needs of the fire department. For example, the vehicle's suspension cannot fully support the water tank being filled to capacity, and the fire pump and related equipment are over 20 years old and not operationally efficient.

The new apparatus will be a 2024 Skeeter Brush Truck/High-Water Rescue apparatus, with all of the safety features necessary for compliance with the National Fire Protection Association (NFPA) Standards and Type VI Wildland Apparatus requirements. Modifications to the base configuration will have numerous benefits for both firefighters and the community. Some examples include increased operational efficiency due to being purpose-built and designed, increased firefighter safety through items including increased crew capacity, equipment storage, updated safety features, and water/pump capacity. Additionally, it will serve as a dual-purpose vehicle, for use during disaster events as a high-water rescue vehicle, and has been configured with a removable pump package, collapsible seating for victims, and upgraded components for greater clearance in flooded areas. This additional capability will increase not only the ability to rescue a greater number of people, but also in a safer manner than current practice. Current production lead times for this vehicle are estimated at 18 months.

Budget Impact

The total cost for this vehicle is \$288,624.57, and will be purchased from the Florida Sheriff's Association Cooperative Purchasing Program, specification FSA23-VEF17.0, utilizing funding from the Public Safety Vehicle and Equipment Replacement Fund (305). The cost for this apparatus is higher than the original budgeted amount of \$175,000. This is due to scheduled pricing increases in the FSA contract, increased manufacturing costs, limited chassis availability, and redesign of apparatus specification to make it a multi-purpose vehicle (changes necessary to allow it to function as a high-water rescue vehicle, in addition to a brush apparatus). A budget amendment deriving from fund 305, Public Safety Vehicle and Replacement Fund, will be required to offset the increase of this vehicle purchase. If approved, this fund has the necessary fund balance to approve this purchase.

Citizen Impact

This vehicle will increase the Fire Department's ability to respond to wildland fires, and mitigate the risk to homes in the wildland/urban interface. Additionally, the ability to serve a dual role as a high-water rescue vehicle offers an added level of service to the citizens during storm and flooding events, allowing the rescue of multiple people from flooded areas in a safe and efficient manner.

Recommendation

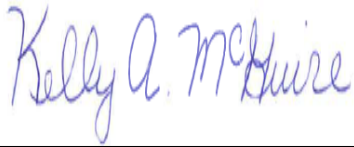
Staff recommends approval of the purchase of a 2024 Skeeter Brush Truck/High-Water Rescue fire apparatus, from Ten-8 Fire Equipment in the amount of \$288,624.57.

Attachments:

1. 23-114 Purch Brush Truck-Ten 8 (P23-0105G)
2. Purch Auth Skeeter Brush Truck
3. 1 Ormond Beach Skeeter Brush Truck Proposal
4. 2 Ormond Beach Skeeter Brush Truck Component List

5. 3 Ormond Beach Skeeter Brush Truck Specifications
6. 4 Limited Warranty
7. 5 Limited Suspension Warranty
8. 6 Skeeter Sole Source, Ten 8
9. FSA F&R Contract and Pricing
10. FSA Add Delete Component List
11. Trk#045

Approvals:



Kelly McGuire, Finance Director

Date: July 07, 2023



Claire Whitley, Assistant City Manager

Date: July 07, 2023



Joyce Shanahan, City Manager

Date: July 07, 2023

1RESOLUTION NO. 2023-114

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE SKEETER FORD F550 BRUSH TRUCK, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEF17.0; DECLARING VEHICLE #045 TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace vehicle #045 (2011 Chevrolet Silverado 1500), which has been determined to have exceeded all criteria for replacement; and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one Skeeter Ford F550 brush truck, under Florida Sheriffs Association Bid No. FSA 23-VEF17.0; and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one Skeeter Ford F550 brush truck from Ten-8 Fire & Safety, LLC, in the amount of \$288,624.57; and

WHEREAS, the City Manager has certified that funds in the amount of \$288,624.57 for the total purchase thereof are in the Public Safety Vehicle and Equipment Replacement Fund (305) and have not been appropriated for any other purposes; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of one Skeeter Ford F550 brush truck from Ten-8 Fire & Safety, LLC, in the amount of \$288,624.57 and to pay the costs therefore from the Public Safety Vehicle and Equipment Replacement Fund.

SECTION TWO. The City Commission hereby declares vehicle #045 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicle through competitive sealed process or public auction to be held in accordance with applicable law.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2300613
Vendor: Ten-8 Fire & Safety, LLC
Resolution No. 2023- 114

Requisition By: Bailey

Reason: Purchase Brush Truck Fire Apparatus

Date: 7/18/2023

Purchase of: Purchase Brush Truck Fire Apparatus– Funding through Fund 305 – Public Safety Vehicle and Equipment Replacement Fund
FSA 23-VEF-17 Contract, Item 233

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Skeeter Ford F550 4x4	EA	1	\$189,344.00	\$189,344.00
1	Options to meet Ormond Beach Specifications	EA	1	\$102,351.10	\$102,351.10
1	3% discount on options per FSA23-VEH-17	EA	1	-\$3,070.53	-\$3,070.53
				Total:	\$288,624.57

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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

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

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

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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

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

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

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

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.



Equipment Proposal

Proposal # 7729

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: June 21, 2023 ("Proposal Date")

Customer: City of Ormond Beach Fire Department ("Customer")

Customer Address: 364 S. Atlantic Avenue, Ormond Beach, FL 32176

Qty	Product Description & Options	Price
1	Skeeter Ford F550 4x4 based on FSA 23-VEF-17 Contract, Item 233, Skeeter, Ford. Options to meet Ormond Beach Fire Department operational requirements. 3% Discount on options as required by the FSA contract.	\$189,344.00 \$102,351.10 (\$3,070.53)
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$288,624.57

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **24** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Price quoted includes a preconstruction and final inspection trip to the factory in Hillsboro, Texas for the City of Ormond Beach Fire Department personnel.

Unless accepted within **60** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Ormond Beach Fire Department

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Robert S. Wallace**

Date: _____

Date: **6/21/2023**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

- a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



Component List

Customer:	Ormond Beach Fire Department	Spec Number:	7729
Address:	364 South Atlantic	Job Number:	
City, State Zip:	Ormond Beach FL 32176	Spec Date:	May 5, 2023
Contact:	Nathan Quatier, Deputy Chief	Body:	Rescue/Step Side, Alum, 114
Sales Rep:	Robbie Wallace	Chassis:	Ford F550 - 4x4 - Gas - 4 Door
Dealership:	Ten-8 Fire & Safety, LLC	Tank:	

Line	Option	Qty	Description
001	204238.2	1	Paint Layout (Cab Repaint)
002	100035.1	1	Ford F550 - 4x4 - Gas - 4 Door (2022.2)
003	203807.1	1	Chassis 60" CA
004	100037.1	1	Power Package (Electric Windows, Locks, Mirrors)
005	100038.1	1	XL Value Package
006	100097.1	1	Trailer Brake Electric Controller, Electronic
007	100039.1	1	Sliding Rear Window
008	100046.1	1	Suspension System, FORD, 4x4, 6", 4 Link
009	100048.1	1	Tires and Wheels, Super Single 335/80 R20 (4)
010	203940.1	1	Activate High Idle Control
011	100053.1	1	Spare Tire and Wheel, Super Single 335/80 R20 (1)
012	936613.4	1	Spare Tire Mounting
013	100062.1	1	Skeeter Aluminum Custom Bumper
014	100058.1	1	Mud Flaps, Rear Wheels, SBT Logo
015	100063.1	1	1/4" Skid Protection Panel
016	936617.3	1	Rear Axle Brake Skid Plates
017	100065.2	1	Transfer Case, Skid Protection Panel, SMALL CHASSIS
018	100111.1	1	Cab Steps, Custom Painted, (4) Door or Extended Cab
019	100186.1	1	NO -- Cab Protection
020	100086.1	1	Cab Console, Poly, Custom
021	936622.2	1	Power Inverter With Power Strip
022	936623.2	1	Blue Sea Fuse Block
023	936624.2	1	Master Indicator Light
024	100372.1	1	NO -- Cab 2nd Row Poly Compartment
025	100075.1	1	Receiver, Front, 10,000#
026	100077.1	1	Winch Power Plugs, 12V, Quick Disconnect (2) Rear and Front
027	100078.1	1	Winch Power System, 12V, 500 amp Solenoid System
028	100079.1	1	Winch, Warn, ZEON 10, Portable Electric, 10,000#
029	936630.3	1	Fuel/Diff Vent Extension
030	100178.1	1	Receiver, Rear, Winch/Rope/Trailer, 10,000#
031	936632.3	1	Darley Skid Unit
032	100269.2	1	Pump Fuel from Fuel Can (Stainless 6 gallon)
033	100256.1	1	Battery Supply, 12V, Chassis, Master Switch & Solenoid
034	100498.1	1	Discharge, 1.5", Ground Sweep Frt Bumper
035	204405.1	1	Hose Reel Relocation On Skid
036	100225.2	1	Water Tank Gauge, Class 1, Rear
037	100684.8	1	Rescue/Step Side, Alum, 114" x 96", 60CA
038	936640.3	1	Access Handles
039	203801.1	1	DA Finish Body and Compartments/Trays

040	203898.2	1	Fuel and DEF Fill Doors
041	100140.1	1	NO -- Compartment, Transverse
042	100144.3	1	Compartment, Drivers Side, Lift-Up Door
043	100148.1	1	Compartment, Passengers Side, Lift-Up Door
044	100150.1	1	NO -- Underbody Compartments, Front Body
045	100154.1	1	NO -- Underbody Compartments, Rear
046	100642.2	1	Compartments, (2) Rear Body, Vertical, Rescue Style, 32" x 44", Swing Doors
047	936649.7	1	High Water Rescue Seating
048	100159.1	1	Rear Center Under Body Compt, Drop Down Door
049	203878.2	1	Dividers For Hard Suction, Rear Center Under Body Compartment
050	100166.1	1	Equipment Tray, Alum, UHMW slide
051	100160.1	1	Compartment Ventilation
052	100161.1	1	Key Locks, Compartments, Hinged Doors
053	100720.1	1	Compartment Lights, LED Strip Light
054	100163.1	1	Compartment Light Door Switches, Automatic
055	100164.1	1	Door Ajar Light, Flashing, Red LED
056	203467.1	1	Expanded Aluminum Hose Tray, Driver's Side, 64 in. long
057	204259.1	1	Hose Tray, Drivers Side, 64 in. long
058	204255.1	1	Tool Tray, Passenger Side, 96 in. long
059	100175.1	1	NO -- Tool Tray, Drivers Side
060	204070.2	1	I-zone Brackets, Swing-Out
061	100180.1	1	Rear Step, Pull out and drop down
062	100181.1	1	Step, Sig-4, Folding, Lighted, DS REAR(1)
063	100692.1	1	Side Body Access Steps, Stirrup (2)
064	936666.3	1	High Water Rescue Vehicle Safety Netting
065	100325.1	1	Fuse Box
066	100326.1	1	Chassis Harness
067	100327.1	1	Wiring Harness, Body Electrical
068	100090.1	1	Battery Master Disconnect, 12V
069	100094.1	1	Battery Charger and Shore Power Plug, Kussmaul 1000 and Auto-Eject
070	100328.1	1	Clearance Lights, LED, DOT
071	100329.1	1	License Plate, Mount, Lighting
072	100330.1	1	Stop/Tail/Turn Lights, Whelen M6BTT/M6FC
073	100331.1	1	Back up Lights, Whelen M6 Series, LED,
074	100096.1	1	Trailer Hitch Power Plug, 12V, 7 Prong
075	100712.1	1	FRC SoBrite LED Off-Road Lights, 6' (2)
076	100071.1	1	Ground Lights, Front Bumper, LED (2) Grote #63871
077	200312.1	1	Ground Lights, Cab, 4 Door, LED STRIPS
078	203456.1	1	NO -- Rear Ground Lights
079	100184.1	1	Body Work Lights, LED, (4), Grote #63871
080	100317.1	1	NO -- Front Scene Lights
081	100322.1	1	Scene Light, (6) Rigid Dually
082	100104.1	1	NO -- GPS
083	100108.2	1	Back-Up Camera, Rear View Safety, (2) cameras
084	100101.1	1	NO -- Intercom System
085	100324.1	1	Back Up Alarm
086	203773.2	1	Whelen Cencom Carbide, Electronic Siren
087	100314.2	1	Siren Speakers, (2) Whelen, #SA315P, 100 Watt, Each
088	100310.1	1	Lightbar Mounting, Headache Rack, Alum, Enclosure Protection
089	100309.1	1	Lightbar, Whelen,Legacy, 54"
090	100315.1	1	Warning Lights, Whelen, M-7 Series (12) Lights
091	100332.1	1	Lettering, Cab, 3" Scotchlite Reflective, 50 Letters
092	100335.1	1	Door Graphic Emblems, (2) Custom

093	100338.2	1	Stripe, Cab/Body, Triple Reflective, 1" x 4" x 1"
094	936696.3	1	Sign Gold Graphics
095	100340.1	1	NO -- Keep Back Lettering
096	100343.1	1	Stripe, Reflective, SCOTCHLITE, Chevron, Front Bumper, Alum Bumper
097	100345.1	1	Stripe, Reflective, SCOTCHLITE, Chevron, Rear
098	100346.1	1	Capacities Placard, Reflective
099	100347.1	1	NO -- Nozzles
100	100349.1	1	NO -- Spanner Set
101	100369.1	1	Tank Warranty, Limited Lifetime
102	100366.1	1	Skeeter Warranty, 5-Year Parts & Labor, 10-Year Body Integrity
103	100365.1	1	Road Test, 10 miles
104	100363.1	1	NFPA Certificate
105	100361.1	1	Operational Pump Test, SBT
106	100362.1	1	12V Electrical Load Analysis
107	100196.1	1	Final Assembly, Skeeter Brush Trucks, Hillsboro, TX
108	100136.1	1	Emblems, Skeeter Brush Trucks (5)
109	100043.1	1	Label, Noise Danger, Personnel
110	100135.1	1	Label, Data, "Do Not Ride On Rear Step"
111	100040.1	1	Chassis Prep, Commercial Chassis
112	100041.1	1	Label Seating (Based upon # of Seated Positions)
113	100042.1	1	Label, Data, Seat Belt, Chassis Manufacturer Supplied
114	100351.1	1	Pre-Construction Conference, At Factory
115	100651.1	1	Apparatus Drawings
116	100353.1	1	Payment Terms, 100% on Delivery and Acceptance
117	100356.1	1	Training, Factory Supplied, Factory location
118	936720.2	1	Apparatus Manuals
119	100360.1	1	Delivery, Trailered to Purchaser's Location



Specification for:
**Ford F550 - 4x4 - Gas - 4 Door
Rescue/Step Side, Alum, 114**

Submitted To:
**Nathan Quatier, Deputy Chief
Ormond Beach Fire Department**
364 South Atlantic Ormond Beach, FL 32176

Specification **7729**
May 5, 2023

Prepared by:
**Robbie Wallace
Ten-8 Fire & Safety, LLC**

Proposal

We are pleased to submit the following specifications to you for a **High Water/ Brush Truck** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC. a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Hillsboro, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC. provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries \$1,000,000 in liability insurance, with \$3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs sixteen (16) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all of the printed material in an electronic format (Adobe Acrobat PDF).

204238.2 - PAINT, PREMIUM QUALITY

1. Cab Color: Red 351 (Sikkens FLNA30322)
2. Cab Secondary Color: Charcoal Metallic 765 (Sikkens FLNA96268)
3. Description: Charcoal Metallic over red

TWO COLOR APPLICATION

THIS PAINT OPTION INCLUDES PAINTED DOOR JAMBS AND SMOOTH PAINT LINE

100035.1 - CHASSIS SPECIFICATIONS

One (1) FORD F-550 two axle drive 4 x 4, dual rear wheels (DRW), Crew Cab four (4) door, XL cab and chassis

Measurements / Capacities:

Cab to Axle: 60 inch (Unless superseded below in options)

Fuel tank size: 40 US Gallon

Wheelbase: 179 inches

Weight Ratings:

GVWR: 19,500 LBS

Front GAWR: 7,500 LBS

Rear GAWR: 14,706 LBS

Engine:

7.3L 2V DEVCT V8 Gas

350 HP at 3900 RPM

468 ft-lb at 3900 RPM

Transmission:

TorquShift 10 speed automatic transmission with overdrive.

PTO Provision

Axles:

Front: Mono-beam non-independent suspension with anti-roll bar

Rear: Dana M300 rigid axle leaf spring suspension.

Differential Gears: 4.88 Gears, Limited slip Rear Differential

Electrical Shift on the fly transfer case

Wheels:

Factory Tires: 225/70R19.5G BSW A/T, Radial all weather / off road tread

Front Wheels: two (2) 19.5" x 6" Painted steel, ten (10)-hole pattern steel disc wheels, GRAY

Rear Wheels: four (4) 19.5" x 6" Painted Steel, ten (10)-hole pattern steel disc wheels, GRAY

Cab Controls:

Controls for heat, defroster, and air conditioning

Manual Door Locks: (Unless superseded below in options)

Manual Windows: (Unless superseded below in options)

Manual Mirrors: (Unless superseded below in options)

Manual tilt steering wheel: (Unless superseded below in options)

Electrical Systems:

One (1) alternator 240 amp, 12-volt

Two (2) 12-volt, 750 CCA, 78-amp hour batteries

AM/FM Stereo with MP3 Player with fixed antenna

Upfitter Switches

Upfitter Interface Module

Trailer Brake Controller

Trailer harness

High Idle Control: Capability

Safety / Security:

Air bags: Safety canopy system, first row overhead airbag restraint system, dual seat mounted side impact airbag restraint system
Brakes: 4-wheel ABS, disc brakes, brake assist
Driveline traction control
Factory jack and lug nut wrench set
Tow Hooks: front loops

Seats:

Seating capacity: six (6)
Vinyl Seat Covering
Front 40-20-40 HD folding split bench seat
Rear 60-40 Folding rear split bench seat
Manual driver lumbar support
4-way driver seat adjustment
4-way passenger seat adjustment

Miscellaneous Included Equipment:

Power Steering
Exhaust system: horizontally mounted, discharge on passenger side of chassis aft of rear wheels.
Cooling system: protected to -30 degrees
Printed Manuals: one (1) printed chassis operation manual

Colors:

Interior color: Medium Earth Gray
Exterior cab color: Race Red (Unless superseded below in options)
Black Grill

203807.1 - 60" CAB TO AXLE

The chassis Cab to Axle measurement shall be 60".

100037.1 - POWER PACKAGE

The chassis shall be equipped with power locks, windows, and power mirrors.

100038.1 - XL VALUE PACKAGE

The XL Value Package package chassis shall contain the following:

Chrome bumper
Steering wheel mounted cruise control

100097.1 - TRAILER BRAKE CONTROLLER

A factory OEM electronic trailer brake controller shall be installed.

100039.1 - SLIDING REAR WINDOW

There shall be a sliding rear window in location of the stock rear window.

NOTE: ON FORD CHASSIS, THIS OPTION IS ONLY AVAILABLE ON SUPER CAB AND CREW CAB CHASSIS.

NEED TO CONFIRM AVAILABILITY ON RAM CHASSIS

100046.1 - CHASSIS LIFT KIT

A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the Ford chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

DUE TO THE LARGER TIRES A VEHICLE SPEED SENSOR CALIBRATOR WILL BE INSTALLED TO RE-CALIBRATE THE SPEEDOMETER TO ACCOMMODATE THE LARGER TIRES.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

100048.1 - FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

There shall be four (4) super single front and rear tires, There shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be four (4) wheels for the front and rear tires. There shall be 20" x 11.00" disc, ten (10)-hole pattern special order for Military/Government on/off road application with a rating to match or exceed the tire rating.

203940.1 - ACTIVATE CHASSIS HIGH IDLE CONTROL

The high idle control function of the chassis shall be activated, and shall be energized by upfitter switch #6.

100053.1 - SPARE SUPER SINGLE TIRE AND WHEEL

There shall be one (1) super single spare tire. It shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M" (22 ply, 6780 lbs), and the speed rating shall be "K" (68 mph).

There shall be a 20" x 11.00" disc, ten (10)-hole pattern special order wheel for Military/Government on/off road application with a rating to match or exceed the tire rating.

936613.4 - SPARE TIRE MOUNTING PROVISIONS

The spare tire shall be mounted on top of the water tank.

100062.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100063.1 - FRONT BUMPER SKID PLATE 1/4"

A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

936617.3 - REAR AXLE BRAKE SKID PLATES

The brakes on the rear axle shall be shielded by a custom built skid plate.

100065.2 - TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

THE HOLES DRILLED IN SKID PLATES SHALL BE LOCATED DIRECTLY UNDER CORRESPONDING CHASSIS DRAINS.

100111.1 - CAB STEPS

The cab shall be equipped with steel step assemblies, on each side of the cab. There shall four (4) stirrup steps mounted two (2) each side on the cab steps. They shall be installed in the best location to allow easy access to the cab.

100086.1 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

936622.2 - POWER INVERTER WITH POWER STRIP

A power inverter shall be installed on the apparatus. It shall be a 250-watt inverter supplying a 6-place industrial-grade power strip. The power strip shall be mounted at the rear of the center console.

936623.2 - BLUE SEA FUSE BLOCK

A 6 position, 20 amp Blue Sea fuse block shall be provided in the center console.

936624.2 - MASTER SWITCH INDICATOR LIGHT

An additional green light shall be installed in D/S of center console. The light shall be energized when Master Switch is activated.

100075.1 - FRONT RECEIVER

The front of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue or winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame and bumper extension assembly. The receiver shall be rated at approximately 10,000#.

100077.1 - WINCH POWER SUPPLY

Two (2) Anderson type 12 volt quick disconnect electrical receptacles with covers shall be installed for the portable winch. Power cables shall be color coded "red" positive and "black" neutral; rated at 125% of winch power requirement including line drop; protected with conduit for mechanical abrasion and equipped with circuit breaker protection at the battery area.

Location shall be: one (1) front of the apparatus and one (1) rear of the apparatus

100078.1 - WINCH POWER SUPPLY

A 500 amp 12 volt industrial series solenoid shall be installed to supply power to the winch. The solenoid shall be activated by the upfitter switch.

100079.1 - PORTABLE WINCH

A Warn Winch Company Model ZEON 10,000# capacity 12-volt electric portable winch shall be provided incorporating a portable mounting system with two carrying handles. The unit shall include the following:

- a) extreme duty seals for weather resistance
- b) thermo-metric indicator for motor monitoring
- c) A cable guide and 80 feet of 5/16" diameter galvanized cable and fairlead & safety hook assembly shall be supplied.
- d) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a twelve foot control cable which connects to the winch through a weatherproof receptacle.
- e) Carrying handles

The winch shall be attached to the body at the specified locations with a steel tube insert secured with steel pins. Power shall be supplied through a 12 volt pigtail with an Anderson type plug.

936630.3 - FUEL/DIFF VENT EXTENSION

The Fuel tank and differential vents shall be extended as high as possible.

100178.1 - REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

936632.3 - DARLEY SKID UNIT

A Darley Custom skid unit shall be installed in the rear of the body. The skid unit shall consist of the following:

Darley model number 1-1/2AGE 18V gasoline powered, skid mounted centrifugal portable pump shall be provided. The high pressure, medium volume pump, gear driven, engine mounted shall meet the following performance requirements:

120 GPM @ 130 PSI
100 GPM @ 170 PSI
50 GPM @ 250 PSI

Pump Design

Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI - bronze-fitted. Pump ratio to be selected by the manufacturer's Engineering Department. Seal rings shall be renewable, double labyrinth, wrap around bronze type. Bearings are to be heavy duty, deep groove, radial-type ball bearings, oversized for long

life. Bearings to be protected at all openings from road dirt and water splash with oil seals and water slingers.

Mechanical Seal

The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non-contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials

Pump Shaft

Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless steel.

Impeller

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

Pump Transmission

The transmission case shall be cast iron aluminum with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturer's engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel and heat treated. Gear face to be minimum of 1-1/2". Chain drive and/or design requiring extra lubricating pump is not acceptable.

The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle

Exhaust-Type Primer

The mufflers are coated with High Temp Powder Coat. The primer bodies are bronze with stainless steel components. The outlet of the primer is equipped with a 1.5" male NPT . Is easily operated via push-pull control wire connected to an internal butterfly valve. The venturi components are sized for the most efficient priming time and height possible utilizing the exhaust pressure available from the engine. Significantly lighter than a 12V electric primer. Requires much less physical effort by the operator than a mechanical hand primer.

Water Tank

The water tank shall have a capacity of 400 gallons.

Foam Tank

There shall be a 10 gallon foam tank.

Illuminated Pressure Gauge

2" Welded Stainless Steel Auxilary Suction with 2.5" Adapter

2" Tank to Pump

All Welded Stainless Steel Manifold painted blue

1" Tank Fill

1" Pump to Booster Reel

1.5" NST Discharge with Chrome Caps

Electric Booster Reel wit 100' of 3/4" Booster Hose

Roller and Spool Assembly / Hose Guide

There shall be fork-lift style lifting provisions built into the base of the custom skid unit.

There shall be a FRC foam proportioner.

100269.2 - FUEL TANK

A stainless steel custom built remote fuel tank shall be installed for the auxiliary fire pump assembly at the rear of the apparatus. The fuel tank shall be bolted both the bed and aft bulkhead of the upper body compartment. The fuel tank shall have capacity of approximately ten (10) gallons. There shall be a fuel hose with plug in connections furnished between the

fuel tank and carburetor assembly for the auxiliary pump.

THERE SHALL BE A FUEL SHUTOFF LABEL ON FUEL TANK

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100498.1 - GROUND SWEEP DISCHARGES - FRONT BUMPER

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweeps nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge piping shall be piped to the front bumper area to supply the sweep nozzles. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the front bumper with automatic low point drains where necessary.

204405.1 - HOSE REEL MOUNT ABOVE PUMP

The hose reel shall be relocated to an aluminum stand. The stand shall be mounted above the pump on the skid.

This option does not include a hose reel, only the relocation of a skid mounted hose reel.

100225.2 - WATER TANK GAUGE

A Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer mounted on the frontside of the tank in an easily accessible area that shall be visible from the inside of the cab of the chassis

100684.8 - CUSTOM RESCUE/STEP SIDE ALUMINUM BODY

The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

MAIN FRAME

The body shall have 6" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

SUB-FRAME

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.

MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS

The front corners of the flat-bed body shall be square.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

FUEL FILLER

The fuel filler tube and cap shall be installed at the driver's side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of polished aluminum tread plate. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .125" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for approximately 27 degrees angle of departure.

PROTECTIVE RAILS

The upper body area shall be protected with radius corner 1" diameter aluminum tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

SIDE BODY COMPARTMENT, FRONT BODY -- PASSENGER'S SIDE

One (1) body equipment storage compartment shall be installed at the front of the body just behind the headache rack, passenger's side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a vertically hinged door with a single latch installed. The door shall be equipped with a gas operated door opening assistant cylinder.

The vertical compartment shall have one (1) fixed shelf made of 3/8" aluminum.

The compartment floor shall be lined with turtle tile.

DECK

The deck of the body shall have a NFPA compliant walkway surface.

SIDE STEP CUBICLE

An approximate 24" wide x 20" high x 24" deep cubicle shall be constructed of polished NFPA compliant aluminum tread plate on the driver's side in the front of the body.

HINGED SAFETY GATE ASSEMBLY

The step-side cubicle on the driver's side in the front of the body shall be equipped with a swing in safety lock gate constructed out of 1" aluminum tubing. The gate shall be locked in the closed position by a locking pin and stop bracket and shall have a hydraulic cylinder to hold the gate either in the fully open or the fully closed position.

936640.3 - BODY ACCESS HANDLES

There shall be two (2) handles mounted near the step-side area of the body to aid in entering the vehicle during high-water rescue operations. These handles shall be constructed of polished stanchion brackets with a knurled finish grab handle.

203801.1 - DA FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be smooth DA aluminum finish. The surface shall be prepped, cleaned, and sanded in a small swirl finish. There shall be no aluminum diamond finish.

203898.2 - FUEL FILLER DOOR

The fuel filler ports shall have hinged doors installed.

100144.3 - DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together

design.

The actual door opening shall be approximately 3" smaller in dimension.

100148.1 - PASSENGERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

100642.2 - SIDE BODY COMPARTMENTS, REAR BODY -- DRIVER'S AND PASSENGER'S SIDES

Two (2) body equipment storage compartments shall be installed at the rear of the body, one each side of the apparatus. The exterior dimensions shall be approximately: 32" wide, 44" high, and 18" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. Each compartment shall be equipped with a vertically hinged door with a single latch installed. The doors shall be equipped with gas operated door opening assistant cylinders.

Each vertical compartment shall have one (1) fixed shelf constructed of 3/8" aluminum.

The compartment shall be equipped with:

- a lift up door with latch installed
- key type door locks.
- dual gas operated door opening assistant cylinders.
- a white LED strip light that is automatically controlled by a door activated switch.
- a louvered vent
- Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together design.

The actual door opening shall be approximately 3" smaller in dimension.

The compartment floors shall be lined with turtle tile.

936649.7 - HIGH WATER RESCUE VEHICLE SEATING

One (1) fold down bench seat shall be installed on the back wall of the driver's side upper body compartment and the passenger's side rescue and upper body compartment. The interior of each compartment shall be reinforced to carry the weight of a fully occupied bench seat with 250 pounds per seated position. The fold down bench seats shall fold up when the unit is configured as a Type 5 Engine and allow the installation of the Darley Fast Attack 2 Option 1 skid unit. When the skid unit is removed, the bench seats may fold down to allow the configuration as a High Water Rescue Vehicle (HWRV). There shall be a Pac-Trac t-handle style latching mechanism installed that prohibits the seats from folding down unless the removed for HWR usage.

The HWR seating shall measure as follows: the seats shall have a width of 16" and a height from the bed to the top of the seat measuring approximately 20". The seats shall be constructed of durable poly material. The length of the seats shall be approximately 78" allowing for four (4) seated positions on each side of the HWR area, totaling 8 seated positions.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

The exterior dimensions shall be approximately:

108" for a 114"L bed

120" for a 138"L bed

203878.2 - DIVIDERS FOR HARD SUCTION, REAR CENTER UNDER BODY COMPARTMENT

Two (2) dividers shall be installed on the driver's side of the rear, center, under body compartment, for storage of 8' lengths of hard suction. The dividers shall be approximately 6" apart, 5" tall, and run the depth of the compartment.

THIS OPTION REQUIRES 6" MAIN BEAMS FOR THE BED FRAME

100166.1 - REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

100160.1 - INTERIOR COMPARTMENT VENTILATION LOUVERS

The interiors of the upper body compartments shall have louvered ventilation units.

100161.1 - COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

100720.1 - COMPARTMENT LIGHTING, STRIP LIGHTS

Each upper body compartment shall be equipped with a white LED strip light.

100163.1 - AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each exterior compartment light shall be automatically controlled by a door activated switch.

100164.1 - DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

203467.1 - EXPANDED METAL HOSE TRAY -- DRIVERS SIDE

A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 64" long. The hose tray shall be constructed entirely of .125" expanded aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.

204259.1 - HOSE TRAY -- DRIVERS SIDE

A hose storage tray shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 16" high, and 64" long. The hose tray shall be constructed entirely of .125" aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.

The actual door opening shall be approximately 3" smaller in dimension.

204255.1 - TOOL STORAGE TRAY/COMPARTMENT -- PASSENGERS SIDE

A tool storage compartment shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 16" high, and 96" long. The compartment shall be constructed of .125" aluminum for all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door and a latch installed. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The compartment shall be equipped with Turtle Tile floor covering.

The compartment will have a handle to assist in the opening and lockable.

The box can be used for storage of shovels, rakes, brooms, etc.

The actual door opening shall be approximately 3" smaller in dimension.

204070.2 - I-ZONE BRACKETS, SWING-OUT

Two (2) swing-out I-zone brackets will be provided and mounted at the rear of the apparatus, one (1) on each side. The brackets will be designed with adequate reinforcement to eliminate flexing of the body and not interfere with any of the rear facing lights when carrying hose. The brackets will be mounted beside the upper grab rail on the rear and as high as practical.

100180.1 - REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

100692.1 - SIDE BODY ACCESS STEPS

There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design, and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.

936666.3 - HIGH WATER RESCUE SAFETY NETTING

The rear of the body shall have the ability to attach cargo netting (similar to that used for NASCAR/cargo netting) when the skid unit is removed and the apparatus is configured as a High Water Rescue Vehicle (HWRV).

The netting shall be mounted on two (2) schedule 80 1" aluminum poles. The poles will be vertically mounted into the bed. In the bed there shall be a sleeve that extends from top to bottom through the bed so that at no point can water collect in it. The poles shall have a tab mounted in such a way that they do not fall through the holes in the bed.

The netting shall extend across the entire opening between the rear rescue compartments. Vertically the netting shall be flush with the top of the hand rail.

There shall be two (2) velcro footman loops at the bottom of the cargo netting that shall be secured to the body. The purpose is to prevent the netting from being pushed out from the bottom.

100325.1 - ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets.

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in

an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100090.1 - BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

100094.1 - BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: Rear body panel, d/s

Color of Digital Status Display Center and Auto Eject: Red

Components wired hot:

100328.1 - DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of

18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws.

The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthead shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The lightheads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100096.1 - TRAILER PLUG

Wiring shall be provided at the rear of the apparatus for the towing of an auxiliary trailer. A 12 volt seven (7) pin electrical connector shall be wired to the chassis stop, running, and turn lights.

100712.1 - OFF-ROAD LIGHTS

There shall be two (2) FRC SoBrite 6" LED lights installed on front bumper/grille guard.

100071.1 - GROUND LIGHTS - FRONT BUMPER

Two (2) Grote #63871 LED ground lights shall be installed under the front bumper, one (1) on each side of the apparatus, wired to the Cencom, and the chassis interior lights. They shall have an aluminum housing, and be 800 lumens at 1.4 amps.

200312.1 - GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Two (2) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, One (1) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

100184.1 - BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

100322.1 - SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LEDs with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100108.2 - BACK-UP CAMERA SYSTEM

One (1) Rear View Systems camera system shall be furnished utilizing two (2) cameras which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

Front camera location: under the headache rack facing the seating locations in the body (for use when operating as a high-water rescue vehicle).

Rear camera location: on top of the right side rear body, facing rearward (as far inboard as possible).

100324.1 - BACK-UP ALARM

One (1) Buyers #BA107 back up alarm shall be installed.

203773.2 - ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

100314.2 - SIREN SPEAKERS

Two (2) Whelen Model #SA315P, Projector Series siren speakers shall be provided with bracket. The 100 watt siren speakers shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

100309.1 - LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

100315.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body

side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

100332.1 - CAB REFLECTIVE LETTERING

The cab lettering shall be Scotchlite reflective material, shaded in black. A quantity of up to fifty (50) three inch (3") letters shall be installed as directed by Fire Department.

100335.1 - CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

100338.2 - REFLECTIVE STRIPING

The sides of the vehicle shall be provided with a .75" x 4" x .75" wide 3M brand Scotchlite reflective multi-stripe. There shall be a 1" gap between each of the stripes. The striping shall be placed up to 60" above ground level and shall conform to NFPA reflectivity requirements. At least 50% of the perimeter length of each side shall have reflective striping.

936696.3 - SIGN GOLD GRAPHICS

All vehicle lettering and emblems shall be made of "Sign Gold" to match the current fleet. Reference Pierce Job: 35604

100343.1 - FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

red diamond grade.

lime yellow diamond grade.

100345.1 - REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100369.1 - WATER TANK WARRANTY

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Emergency Vehicles. Skeeter Emergency Vehicles is a subsidiary of Siddons/Martin Emergency Group, a Pierce Platinum Dealer, which has 13 service centers between Texas, Louisiana, and New Mexico. In the event the apparatus is deployed outside of its normal area of operation, warranty and service can be performed at any Siddons-Martin facility at the discretion of the fire department. For warranty issues please contact your local Siddons-Martin or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100365.1 - ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100363.1 - COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

100361.1 - FIRE PUMP OPERATIONS TEST

The fire pump shall have a operational pump test performed by a Skeeter Emergency Vehicles technician with a run time of one (1) hour to confirm proper operations of all pump related components.

100362.1 - ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

100136.1 - SKEETER BRUSH TRUCK EMBLEMS

Three (3) Skeeter Emergency Vehicles emblems will be affixed to the cab and body.

100043.1 - LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100040.1 - CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

100041.1 - SEATING

There shall be a label identifying the number of seat belted locations on the unit.

100042.1 - WARNING LABEL -- SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

100351.1 - PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted at the manufacturer's plant. The transportation to this meeting shall be the responsibility of purchaser.

100651.1 - DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

100353.1 - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF VEHICLE

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Emergency Vehicles factory location in Hillsboro, Texas.

936720.2 - APPARATUS MANUALS

There shall be a total of two (2) copies of the apparatus manuals supplied at the time of delivery.

100360.1 - DELIVERY, FLAT-BED TRAILER

The completed apparatus shall be delivered to the purchaser by flat-bed trailer.

This requires confirmation (SP) of the cost. Standard cost as of 3-12-19 is \$2.99 per mile for one truck, \$3.67 per mile for two trucks (standard Type 5's).

SKEETER BRUSH TRUCKS, LLC – LIMITED WARRANTY

LIMITED WARRANTY: Subject to the limitations and exclusion set forth below, Skeeter Brush Trucks, LLC (“Skeeter”) provides the following warranty:

Skeeter warrants the body, storage compartments, plumbing and other components built and assembled by Skeeter from defects in material and workmanship for a period of 5 years from the date the apparatus is invoiced to Buyer. Skeeter warrants the structural integrity of the body for a period of 10 years from the date the apparatus is invoiced to Buyer.

This limited warranty applies only if the apparatus body is maintained in accordance with Skeeter maintenance instructions and manuals and is used in service which is normal to the particular body placed on the chassis. Normal service means service which does not subject the body to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, Buyer must notify Skeeter within 30 days after discovery, but in any event prior to the expiration of the warranty period.

Notwithstanding anything to the contrary herein, Skeeter makes no warranty with respect to any components, attachments or trade accessories, which are not built by Skeeter, including, but not limited to, the chassis, engine, driveline, axles, water pump, hose reel, water turrets/nozzles or tank; with respect to all such parts, components, attachments and accessories, Skeeter assigns to Buyer the applicable warranties, if any, provided by those manufacturers.

Buyer acknowledges Skeeter builds, assembles and installs the apparatus body only. All issues involving the underlying chassis are handled by the chassis manufacturer and subject to the terms and conditions of chassis manufacturer warranty.

This warranty may be voided by Buyer in part or its entirety if the product is repaired or replaced (a) without prior approval from Skeeter or (b) at a facility, which has not been approved in writing in advance by Skeeter.

THE WARRANTY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SKEETER. SKEETER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MECHANABILITY, ANY

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

If the body fails to conform to the warranty above during the warranty period, and such nonconformity is not due to misuse, neglect, accident, or improper maintenance, Buyer must notify Skeeter within the time period and shall make the product available for inspection by Skeeter or its designated agent. At the request of Skeeter any allegedly defective product shall be returned to Skeeter by Buyer for examination and repair. Buyer shall be responsible for the cost of such transportation and risk of such loss of or damage to the product during transportation. Within a reasonable time, Skeeter shall repair or replace (at Skeeter’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made by a facility approved in writing in advance by Skeeter. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY SUCH BREACH OF WARRANTY.

Notwithstanding anything to the contrary or any agreement between Skeeter and Buyer, IN NO EVENT SHALL SKEETER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO PRODUCTS SOLD BY SKEETER, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SKEETER HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Skeeter specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

SKEETER ALL TERRAIN SUSPENSION SYSTEM LIMITED WARRANTY

Skeeter Brush Trucks ("Skeeter") provides a five (5) year Warranty to the original purchaser who owns the vehicle, on which the Skeeter All Terrain Suspension Systems ("Skeeter ATSS") is originally installed for defects in workmanship and materials of the components of the Skeeter ATSS installed by Skeeter, subject to the exclusions set forth below.

The following components are covered for a period of one (1) year from the date of purchase for defects in workmanship: bushings, bump stops, ball joints, tie rod ends, limiting straps, cross shafts, and heim joints. Each of these parts are subject to wear and are not considered defective when worn. Coilover take apart shocks are considered a serviceable shock with a one (1) year warranty on leakage only. Service seal kits are available separately for future maintenance.

Installation of most suspension products will raise the center of gravity of the vehicle and will cause the vehicle to handle differently than stock. It may increase the vehicle's susceptibility to a rollover, on road and off road, at all speeds. Extreme care should be taken to operate the vehicle safely at all times to prevent rollover or loss of control resulting in serious injury or death. Skeeter Brush Trucks is not responsible for damages to the vehicle's body or tires. Skeeter Brush Trucks is not responsible for the premature wear of factory components due to the installation of oversized tires and wheels.

Skeeter Brush Trucks obligation under this warranty is limited to the repair or replacement, at Skeeter Brush Truck's option, of the defective product only. Skeeter Brush Trucks is not responsible for damages and/or warranty of other vehicle parts related or non-related to the installed Skeeter ATSS. This warranty is the exclusive warranty for the Skeeter ATSS and all other warranties, express or implied, are expressly disclaimed. This warranty shall not apply to any product that has been subject to accident, negligence, alteration, abuse or misuse as determined by Skeeter Brush Trucks.

It is the responsibility of the purchaser to review all warranties and warnings of Skeeter's prior to purchase. Skeeter reserves the right to super cede, discontinue, change the design, finish, part number and/or application of parts when deemed necessary without written notice.

Skeeter does not warrant products not manufactured by Skeeter.



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Ten-8 Fire & Safety is the sole source dealer for Skeeter Brush trucks in Florida and Georgia. Ten-8's main business address is 2904 59th Ave. Dr. E., Bradenton, FL, 34203, 877-989-7660.

Skeeter Brush Trucks suspension systems are specifically designed for the Class 4 and 5 Trucks we install them on. They are 6" four link systems, with coil over shocks, designed specifically for our weights, GVW's and end usage. They are not pick-up truck lifts that are not designed for heavy commercial use. Skeeter is the only manufacturer to manufacture/use suspension systems specifically designed and engineered for recertification of the chassis for off-road use.

Skeeter designs suspensions and chassis modifications to re-certify OEM chassis for an 80% off-road duty cycle (as opposed to less than 20% on a stock truck). Skeeter is the only manufacturer to re-rate the chassis for off-road service.

Skeeter designs bodies for a 20-year front line service life, and a 10-year additional remount life (30-year design expectancy). Skeeter is the only manufacturer to rate their bodies for two mounting cycles, as well as a 30-year life expectancy.

All Skeeter bodies our all aluminum custom built bodies (which is our entire product line) are Tig welded (aerospace quality). They are fully engineered by our resident engineer(s). They are specifically designed for off-road use fighting fire while carrying water. Skeeter is the only manufacturer to construct their bodies entirely from the TIG welding process.

Skeeter builds all our consoles in house from poly or aluminum to the customer's requirements.

Skeeter builds all our plumbing and manifolds in house from Tig welded stainless steel to the customer's requirements.

Skeeter builds all our wiring harnesses as stand-alone systems (not reliant on the chassis harness). They are built to OEM and SAE standards.

Skeeter has a 5-year unlimited mileage warranty on any item we manufacture or directly modify (plumbing, suspension, electrical, etc). This is exceeded by our ten-year specific body warranty. Individual components are warranties vary by manufacturer. Skeeter is the only manufacturer to offer a 5-year warranty.

Thank you,

Bill Davidson,
Vice President, Sales

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FSA Cooperative Purchasing Program



FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Equipment Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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Notice of Final Award

FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Date: April 1, 2023

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for Contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment

Florida Sheriffs Association (FSA) has completed its 17th year of the cooperative purchasing fire and rescue contract. FSA is issuing the Notice of Final Award for contract FSA23-VEF17.0: Fire & Rescue Vehicles, Boats, & Other Equipment that will be effective from April 1, 2023, through March 31, 2025. This year's bid included 739 items. The contract will offer fire apparatus, rescue apparatus, fire rescue and patrol boats, outboard engines, ambulances, emergency transport utility vehicles, and battery powered rescue tools.

The competitive process for this award began in October 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On October 11, 2022, a direct notification was sent to 849 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 44 pre-bid attendees or waivers. Of these respondents, 14 submitted bids and 12 qualified. FSA has identified intended awardees in the attached Intent to Award report. The ITA report shows up to three lowest bidders per item.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEF17.0

Fire & Rescue Vehicles, Boats, & Equipment

Current Contract Prices

Item #	Group	Make	Model	Link
1	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 4x4	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=1
2	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 6x6	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=2
3	Airport Rescue Fire Fighting (ARFF) Apparatus	Oshkosh Airport Products	Striker 8x8	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=3
7	Electric Vehicle (EV) Pumper	E-ONE	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=7
8	Electric Vehicle (EV) Pumper	Ferrara Fire Apparatus, Inc.	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=8
11	Electric Vehicle (EV) Pumper	Rosenbauer	RTX	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=11
12	Electric Vehicle (EV) Pumper	Spartan ER	Vector	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=12
13	Fire Apparatus - Initial Attack	E-ONE	Ford F550 2 dr Diesel 4x2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=13
17	Fire Apparatus - Initial Attack	Pierce Manufacturing Inc.	Ford F550 MP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=17
18	Fire Apparatus - Initial Attack	Rosenbauer	Ford 550 Frmd Alum 22' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=18
21	Medium Duty Rescue Apparatus	E-ONE	Freightliner M2	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=21
22	Medium Duty Rescue Apparatus	E-ONE	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=22
23	Medium Duty Rescue Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=23
25	Medium Duty Rescue Apparatus	Rosenbauer	Freightliner FL 106 Frmd Alum 33' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=25
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
27	Medium Duty Rescue Apparatus	Spartan ER	Freightliner M2 M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=27
28	Medium Duty Rescue Apparatus	Spartan ER	International M/D Rescue	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=28
31	Mid Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 75' / 44' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=31
35	Mid Mounted Aerial Platform	E-ONE	Typhoon 95' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=35
36	Mid Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=36
39	Mid Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer Ascendant Aerial Tower 100' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=39
41	Mid Mounted Aerial Platform	Rosenbauer	Commander Frmd Alum 75' / 44' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=41
42	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP LT 93'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=42
43	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=43
44	Mid Mounted Aerial Platform	Spartan ER	Gladiator MMP SFA 85'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=44
49	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=49
50	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=50
51	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=51
52	Mobile Water Supply Fire Apparatus	E-ONE	Freightliner 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=52
53	Mobile Water Supply Fire Apparatus	E-ONE	International 1800 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=53
55	Mobile Water Supply Fire Apparatus	E-ONE	International 2500 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=55
56	Mobile Water Supply Fire Apparatus	E-ONE	International 3000 gallon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=56
57	Mobile Water Supply Fire Apparatus	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=57
60	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=60
61	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=61
62	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=62
63	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Freightliner FX Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=63
64	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=64
65	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	International Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=65
66	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Single Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=66
67	Mobile Water Supply Fire Apparatus	Pierce Manufacturing Inc.	Saber Dryside Tandem Rear Axle	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=67
69	Mobile Water Supply Fire Apparatus	Rosenbauer	Freightliner 106 Frmd Alum 30' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=69
85	Pumper - Commercial 2 Door	E-ONE	Freightliner 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=85
86	Pumper - Commercial 2 Door	E-ONE	International 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=86
87	Pumper - Commercial 2 Door	Ferrara Fire Apparatus, Inc.	Freightliner M2-106	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=87
89	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=89
90	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	Freightliner FXP	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=90
91	Pumper - Commercial 2 Door	Pierce Manufacturing Inc.	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=91
97	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=97
99	Pumper - Level 1 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=99
100	Pumper - Level 1 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=100
103	Pumper - Level 1 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Saber	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=103
105	Pumper - Level 1 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=105
108	Pumper - Level 1 Custom - Medium 4 Door	Spartan ER	Metro SMPMPR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=108
114	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=114
116	Pumper - Level 2 Custom - Medium 4 Door	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=116
117	Pumper - Level 2 Custom - Medium 4 Door	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=117
119	Pumper - Level 2 Custom - Medium 4 Door	Pierce Manufacturing Inc.	Enforcer	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=119
123	Pumper - Level 2 Custom - Medium 4 Door	Rosenbauer	Commander Frmd Alum 29' 10"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=123
133	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 100' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=133
135	Rear Mounted Aerial Apparatus	E-ONE	Cyclone II 137' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=135
136	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 75' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=136
137	Rear Mounted Aerial Apparatus	E-ONE	Typhoon 78' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=137

138	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=138
139	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Igniter XD100 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=139
140	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 77'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=140
141	Rear Mounted Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 107'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=141
144	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 100' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=144
145	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 105' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=145
146	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=146
147	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 75' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=147
148	Rear Mounted Aerial Apparatus	Pierce Manufacturing Inc.	Saber 75' Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=148
154	Rear Mounted Aerial Apparatus	Rosenbauer	Commander Frmd Alum 78' / 36' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=154
156	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA LT 110'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=156
158	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 105'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=158
159	Rear Mounted Aerial Apparatus	Spartan ER	Gladiator RMA SFA 125'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=159
162	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA LT 75'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=162
165	Rear Mounted Aerial Apparatus	Spartan ER	Metro RMA SFA 75'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=165
168	Rear Mounted Aerial Platform	E-ONE	Cyclone II 100' Platform Aluminum	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=168
170	Rear Mounted Aerial Platform	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=170
173	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 100' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=173
174	Rear Mounted Aerial Platform	Pierce Manufacturing Inc.	Enforcer 110' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=174
176	Rear Mounted Aerial Platform	Rosenbauer	Commander 101' / 47' 6"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=176
181	Rescue Apparatus - Heavy	E-ONE	Cyclone II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=181
182	Rescue Apparatus - Heavy	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=182
183	Rescue Apparatus - Heavy	Ferrara Fire Apparatus, Inc.	Ferrara Cinder XD96	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=183
186	Rescue Apparatus - Heavy	Pierce Manufacturing Inc.	Enforcer HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=186
188	Rescue Apparatus - Heavy	Rosenbauer	Commander Frmd Alum 31' 3"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=188
192	Rescue Apparatus - Heavy	Spartan ER	Gladiator	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=192
193	Rescue Apparatus - Heavy	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=193
197	Rescue Apparatus - Walk In	E-ONE	Typhoon	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=197
201	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C30	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=201
202	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C35	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=202
203	Rescue Apparatus - Walk In	Frontline Communications	Freightliner Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=203
204	Rescue Apparatus - Walk In	Frontline Communications	Saber Frontline C40	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=204
205	Rescue Apparatus - Walk In	Pierce Manufacturing, Inc.	Enforcer Walk-In HDR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=205
207	Rescue Apparatus - Walk In	Rosenbauer	Commander Frmd Alum 35' 11"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=207
212	Rescue Apparatus - Walk In	Spartan ER	Metro	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=212
214	Tractor Drawn Aerial Apparatus	Ferrara Fire Apparatus, Inc.	Ferrara Inferno XD100 / 100'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=214
216	Tractor Drawn Aerial Apparatus	Pierce Manufacturing Inc.	Enforcer 107' Steel	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=216
217	Tractor Drawn Aerial Apparatus	Rosenbauer	Commander Frmd Alum 100' / 59' 1"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=217
219	Tractor Drawn Aerial Apparatus	Spartan ER	Gladiator TDA 105'	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=219
229	Wildland Fire Apparatus	REV RTC	F550 2 dr	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=229
231	Wildland Fire Apparatus	Skeeter	Chevrolet / GMC	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=231
232	Wildland Fire Apparatus	Skeeter	Dodge	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=232
233	Wildland Fire Apparatus	Skeeter	Ford	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=233
234	Wildland Fire Apparatus	Skeeter	Freightliner	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=234
235	Wildland Fire Apparatus	Skeeter	International	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=235
236	Wildland Fire Apparatus	South Florida Emergency Vehicles	Ford SFEV Brush	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=236
306	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFC-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=306
307	Battery Powered Rescue Tools	TNT Systems, Inc	Combi-Tool, EBFC-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=307
311	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=311
312	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, ESLC-29-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=312
313	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=313
314	Battery Powered Rescue Tools	TNT Systems, Inc	Cutter, EBFC-320-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=314
320	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=320
321	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ER-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=321
322	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETL-40-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=322
323	Battery Powered Rescue Tools	TNT Systems, Inc	Ram, ETL-40-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=323
325	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=325
326	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-24-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=326
327	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=327
328	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-28-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=328
329	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-18V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=329
330	Battery Powered Rescue Tools	TNT Systems, Inc	Spreader, ES100-32-20V	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=330
343	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 3 Passenger EMS, ENB-3PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=343
344	Emergency Transport Utility Vehicles	Moto Electric Vehicles	MotoEV Electro Bubble Buddy 5 Passenger EMS, EBB-5PEMS	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=344

600	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 153"x95"x67"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=600
601	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-450 / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=601
602	Ambulance Type I - 4x2 Regular Cab Diesel Engine	Wheeled Coach	Ford F-550 / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=602
603	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Chevrolet CV5500 Chief XL/169" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=603
604	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	Freightliner M2 Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=604
605	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Braun	International MV Super Chief/170" x 96" x 73HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=605
606	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Demers	Chevrolet CV5500 MXP170/170" x 95" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=606
607	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Chevrolet	Chevrolet 6500 HD Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=607
611	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV Freightliner	Freightliner M2 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=611
613	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International CV 515 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=613
615	Ambulance Type I - 4x2 Medium Duty Diesel Engine	ETR/AEV International	International MV 607 Diesel / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=615
620	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Dodge 5500 / Modular Box 96"x172"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=620
623	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Excellance	Freightliner M2 / Modular Box 96"x166"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=623
636	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	Freightliner M2 / Modular Box 173"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=636
637	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Horton	International MV607LP / Modular Box 173"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=637
647	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	Freightliner M2 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=647
648	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Osage	International MV Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=648
650	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Chevrolet 5500 HD / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=650
652	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	Freightliner M2 / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=652
654	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International CV / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=654
656	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Road Rescue	International MV / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=656
661	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	Freightliner / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=661
662	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 160x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=662
663	Ambulance Type I - 4x2 Medium Duty Diesel Engine	Wheeled Coach	International / Modular Box 170"x95"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=663
664	Ambulance Type II - 4x2 Van Gas Engine	Demers	T-250 Eco-Boost TES	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=664
665	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=665
666	Ambulance Type II - 4x2 Van Gas Engine	ETR/AEV Ford	Ford Transit T 250 Gas Type II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=666
667	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ford Transit Intrepid	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=667
668	Ambulance Type II - 4x2 Van Gas Engine	FR Conversions	Ram Promaster 2500 Pioneer II	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=668
673	Ambulance Type II - 4x2 Van Gas Engine	Osage	Ford Transit Travois	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=673
674	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Chevrolet Van	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=674
676	Ambulance Type II - 4x2 Van Gas Engine	Wheeled Coach	Ford Transit MR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=676
677	Ambulance Type III - 4x2 Cutaway Van Diesel Engine	ETR/AEV Sprinter	Sprinter 3500 / Modular Box 148"x86"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=677
678	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Chevrolet 4500 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=678
679	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Braun	Ford E-450 Chief XL	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=679
680	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Chevrolet 3500 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=680
681	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Crestline	Ford E-350 CCL 150	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=681
682	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Chevrolet 4500 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=682
683	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Demers	Ford E-450 MX170/170" x 95" x 72"HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=683
684	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G3500 / Modular Box 145"x92"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=684
685	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Chevrolet	Chevrolet G4500 / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=685
686	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145"x92"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=686
687	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-350 / Modular Box 145"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=687
688	Ambulance Type III - 4x2 Cutaway Van Gas Engine	ETR/AEV Ford	Ford E-450 / Modular Box 172"x95"x68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=688
692	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Excellance	Ford E-450 / Modular Box 168.625"x90.25"x96.25"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=692
705	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Horton	Ford XLE E-450 / Modular Box 149"x96.25"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=705
718	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Chevrolet 4500 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=718
719	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Osage	Ford E-450 Super Warrior/168" x 96" x 72HR	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=719
722	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G3500 / Modular Box 150"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=722
726	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Chevrolet G4500 / Modular Box 170"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=726
730	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Road Rescue	Ford E-450 / Modular Box 168"x96"x72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=730
732	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 146" X 90" X 68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=732
733	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G3500 / Modular Box 153" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=733
735	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Chevrolet G4500 / Modular Box 170" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=735
736	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 146" X 90" X 68"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=736
737	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-350 / Modular Box 153" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=737
739	Ambulance Type III - 4x2 Cutaway Van Gas Engine	Wheeled Coach	Ford E-450 / Modular Box 170" X 95" X 72"	https://www.myvendorlink.com/common/awardreportzonenooptionsitem.aspx?sid=137262&in=739

Bid Award

Contract: FSA23-VEF17.0, Fire & Rescue Vehicles, Boats, and Equipment

Group: Wildland Fire Apparatus

Item: 233, Skeeter, Ford

Description: Refer to Item Group Specifications PDF document.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File
Nationwide	Primary	Ten-8 Fire & Safety, LLC	\$189,344.00	Build



Component List

Customer: Ormond Beach Fire Department			Spec Number: 7729	Spec Date: May 5, 2023
Contact: Nate Quartier, Deputy Fire Chief			Body: Rescue Side, Alum, 114	
Sales Rep: Robbie Wallace			Chassis: Ford F550 - 4x4 - Gas - 4-Door Cab	
Dealership: Ten-8 Fire Equipment, Inc.			Tank: 400 Gallons Poly	
Line	Option	Qty	Description	Discounted Price
1	204238.2	1	Paint Layout (Cab Repaint)	\$10,273.75
2	100034.1	1	Ford F550 - 4x4 - Gas - 4-Door Cab (2022.3)	-\$6,168.29
3	203807.1	1	Chassis 60" CA	\$0.00
4	100037.1	1	Power Package (Electric Windows, Locks, Mirrors)	\$972.52
5	100038.1	1	XL Value Package	\$631.43
6	100097.1	1	Trailer Brake Electric Controller, Electronic	\$524.53
7	100039.1	1	Sliding Rear Window	\$722.35
8	100046.1	1	Suspension System, FORD, 4x4, 6", 4 Link	\$17,403.68
9	100048.1	1	Tires and Wheels, Super Single 335/80 R20 (4)	\$7,190.07
10	203940.1	1	Activate High Idle Control	\$205.46
11	100053.1	1	Spare Tire and Wheel, Super Single 335/80 R20 (1)	\$2,736.38
12	908522.4	1	Spare Tire Mounting	\$553.82
13	100062.1	1	Skeeter Aluminum Custom Bumper	\$3,052.75
14	100058.1	1	Mud Flaps, Rear Wheels, SBT Logo	\$0.00
15	100063.1	1	1/4" Skid Protection Panel	\$0.00
16	908526.3	1	Rear Axle Brake Skid Plates	\$2,497.75
17	100065.2	1	Transfer Case, Skid Protection Panel, SMALL CHASSIS	\$1,407.73
18	100111.1	1	Cab Steps, Custom Painted, (4) Door or Extended Cab	\$675.15
19	100186.1	1	NO -- Cab Protection	\$0.00
20	100086.1	1	Cab Console, Poly, Custom	\$0.00
21	908531.2	1	Power Inverter With Power Strip	\$835.67
22	908532.2	1	Blue Sea Fuse Block	\$438.81
23	908533.2	1	Master Indicator Light	\$351.05
24	100372.1	1	NO -- Cab 2nd Row Poly Compartment	-\$738.61
25	100075.1	1	Receiver, Front, 10,000#	\$360.23
26	100077.1	1	Winch Power Plugs, 12V, Quick Disconnect (2) Rear and Front	\$677.39
27	100078.1	1	Winch Power System, 12V, 500 amp Solenoid System	\$515.09
28	100079.1	1	Winch, Warn, ZEON 10, Portable Electric, 10,000#	\$2,898.90
29	908539.3	1	Fuel/Diff Vent Extension	\$249.78
30	100178.1	1	Receiver, Rear, Winch/Rope/Trailer, 10,000#	\$0.00
31	908541.3	1	Darley Skid Unit	\$11,861.92
32	100269.2	1	Pump Fuel from Fuel Can (Stainless 6 gallon)	-\$948.70
33	100498.1	1	Discharge, 1.5", Ground Sweep Frt Bumper	\$2,043.16
35	204405.1	1	Hose Reel Relocation On Skid	-\$1,723.53
36	100225.2	1	Water Tank Gauge, Class 1, Rear	\$322.81
37	100684.8	1	Rescue/Step Side, Alum, 114" x 96", 60CA	\$3,396.94
38	908549.3	1	Access Handles	\$414.63
39	203801.1	1	DA Finish Body and Compartments/Trays	\$1,769.24
40	203898.2	1	Fuel and DEF Fill Doors	\$383.65

41	100140.1	I	NO -- Compartment, Transverse	\$0.00
42	100144.3	I	Compartment, Drivers Side, Lift-Up Door	\$10.45
43	100148.1	I	Compartment, Passengers Side, Lift-Up Door	\$0.00
44	100150.1	I	NO -- Underbody Compartments, Front Body	\$0.00
45	100154.1	I	NO -- Underbody Compartments, Rear	\$0.00
46	100642.2	I	Compartments, (2) Rear Body, Vertical, Rescue Style, 32" x 44", Swing	\$3,886.86
47	908558.7	I	High Water Rescue Seating	\$6,929.76
48	100159.1	I	Rear Center Under Body Compt, Drop Down Door	\$0.00
49	203878.2	I	Dividers For Hard Suction, Rear Center Under Body Compartment	\$526.87
50	100166.1	I	Equipment Tray, Alum, UHMW slide	\$0.00
51	100160.1	I	Compartment Ventilation	\$0.00
52	100161.1	I	Key Locks, Compartments, Hinged Doors	\$340.80
53	100720.1	I	Compartment Lights, LED Strip Light	\$0.00
54	100163.1	I	Compartment Light Door Switches, Automatic	\$281.07
55	100164.1	I	Door Ajar Light, Flashing, Red LED	\$0.00
56	203467.1	I	Expanded Aluminum Hose Tray, Driver's Side, 64 in. long	\$1,722.45
57	204259.1	I	Hose Tray, Drivers Side, 64 in. long	\$1,676.49
58	204255.1	I	Tool Tray, Passenger Side, 96 in. long	\$1,846.34
59	100175.1	I	NO -- Tool Tray, Drivers Side	\$0.00
60	204070.2	I	I-zone Brackets, Swing-Out	\$458.34
61	100180.1	I	Rear Step, Pull out and drop down	\$42.86
62	100181.1	I	Step, Sig-4, Folding, Lighted, DS REAR(1)	\$0.00
63	100692.1	I	Side Body Access Steps, Stirrup (2)	\$620.11
64	908575.3	I	High Water Rescue Vehicle Safety Netting	\$1,248.88
65	100325.1	I	Fuse Box	\$0.00
66	100326.1	I	Chassis Harness	\$0.00
67	100327.1	I	Wiring Harness, Body Electrical	\$0.00
68	100090.1	I	Battery Master Disconnect, 12V	\$46.45
69	100094.1	I	Battery Charger and Shore Power Plug, Kussmaul 1000 and Auto-Eject	\$2,788.03
70	100328.1	I	Clearance Lights, LED, DOT	\$0.00
71	100329.1	I	License Plate, Mount, Lighting	\$0.00
72	100330.1	I	Stop/Tail/Turn Lights, Whelen M6BTT/M6FC	\$0.00
73	100331.1	I	Back up Lights, Whelen M6 Series, LED,	\$0.00
74	100096.1	I	Trailer Hitch Power Plug, 12V, 7 Prong	\$141.87
75	100712.1	I	FRC SoBrite LED Off-Road Lights, 6' (2)	\$1,838.39
76	100071.1	I	Ground Lights, Front Bumper, LED (2) Grote #63871	\$387.56
77	200312.1	I	Ground Lights, Cab, 4 Door, LED STRIPS	\$7.36
78	203456.1	I	NO -- Rear Ground Lights	-\$433.61
79	100184.1	I	Body Work Lights, LED, (4), Grote #63871	\$0.00
80	100317.1	I	NO -- Front Scene Lights	\$0.00
81	100322.1	I	Scene Light, (6) Rigid Dually	\$950.53
82	100104.1	I	NO -- GPS	-\$398.73
83	100108.2	I	Back-Up Camera, Rear View Safety, (2) cameras	\$1,073.13
84	100101.1	I	NO -- Intercom System	\$0.00
85	100324.1	I	Back Up Alarm	\$0.00
86	203773.2	I	Whelen Cencom Carbide, Electronic Siren	\$0.00
87	100314.2	I	Siren Speakers, (2) Whelen, #SA315P, 100 Watt, Each	\$463.76
88	100310.1	I	Lightbar Mounting, Headache Rack, Alum, Enclosure Protection	\$161.24
89	100309.1	I	Lightbar, Whelen, Legacy, 54"	\$0.00
90	100315.1	I	Warning Lights, Whelen, M-7 Series (12) Lights	\$0.00

91	I00332.I	I	Lettering, Cab, 3" Scotchlite Reflective, 50 Letters	\$707.69
92	I00335.I	I	Door Graphic Emblems, (2) Custom	\$276.75
93	I00338.2	I	Stripe, Cab/Body, Triple Reflective, 1" x 4" x 1"	\$817.26
94	918788.3	I	Sign Gold Graphics	\$3,496.85
95	I00340.I	I	NO -- Keep Back Lettering	\$0.00
96	I00343.I	I	Stripe, Reflective, SCOTCHLITE, Chevron, Front Bumper, Alum Bumper	\$472.57
97	I00345.I	I	Stripe, Reflective, SCOTCHLITE, Chevron, Rear	\$0.00
98	I00346.I	I	Capacities Placard, Reflective	\$0.00
99	I00347.I	I	NO -- Nozzles	\$0.00
100	I00349.I	I	NO -- Spanner Set	\$0.00
101	I00369.I	I	Tank Warranty, Limited Lifetime	\$0.00
102	I00366.I	I	Skeeter Warranty, 5-Year Parts & Labor, 10-Year Body Integrity	\$0.00
103	I00365.I	I	Road Test, 10 miles	\$0.00
104	I00363.I	I	NFPA Certificate	\$0.00
105	I00361.I	I	Operational Pump Test, SBT	\$276.75
106	I00362.I	I	12V Electrical Load Analysis	\$179.84
107	I00196.I	I	Final Assembly, Skeeter Brush Trucks, Hillsboro, TX	\$0.00
108	I00136.I	I	Emblems, Skeeter Brush Trucks (5)	\$0.00
109	I00043.I	I	Label, Noise Danger, Personnel	\$38.96
110	I00135.I	I	Label, Data, "Do Not Ride On Rear Step"	\$0.00
111	I00040.I	I	Chassis Prep, Commercial Chassis	\$313.97
112	I00041.I	I	Label Seating (Based upon # of Seated Positions)	\$2.46
113	I00042.I	I	Label, Data, Seat Belt, Chassis Manufacturer Supplied	\$2.46
114	I00351.I	I	Pre-Construction Conference, At Factory	\$0.00
115	I00651.I	I	Apparatus Drawings	\$0.00
116	I00353.I	I	Payment Terms, 100% on Delivery and Acceptance	\$0.00
117	I00356.I	I	Training, Factory Supplied, Factory location	\$0.00
118	908628.2	I	Apparatus Manuals	\$77.93
119	I00360.I	I	Delivery, Trailered to Purchaser's Location	\$212.31
				\$99,280.57

Equipment Repair/Replacement Evaluation		
Truck #045	Evaluated by:	Howard Rubright
Dept.: 2502	Supervisor:	Kevin Gray
	Points Assigned	Comments
Year of Equipment. One point assigned per year. Example: A 2000 equipment would be assigned 9 points because it is 9 years old.	12	2011 Chevrolet 1500
Hours of use. One point is assigned for each 1,000 hours of operation. Example: A equipment with 9,800 hours would receive 9 points as it is rounded up.	5	46,102
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	4	This vehicle has faded paint, interior has fire hydrant paint on seats and door panels. Left rear quarter panel has substantial damage,various dings/dents on body panels, decals faded, Truch bed has holes in floor and bulkhead.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the equipment had during most of its life. An example would be light use would be a 1, medium use would be a 3 and heavy use would be a 5.	4	This truck was used for FD utilities and back up Battalion Chiefs vehicle.
Reliability of equipment. Points are assigned as 1-5 depending on the frequency that the equipment is in the shop for repairs. A '5' should be assigned to equipment that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	5	This vehicle is in the shop at least once a month for repairs.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per hour factor. This figure includes maintenance and operational costs in relation to other equipment utilized for the same purpose.	5	Act cost \$19,737.01 LTD M&R \$18,883.58
Have warranties expired?	yes	☐ Check if general overall condition can defer replacement
Total Points	35	(Shop Supervisor approval required)

28 + points

23-27 points

18-22 points

Under 18 points

X

Needs immediate replacement
Condition is borderline
Condition is fair/good
Condition is good/excellent

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.F
Section:	CONSENT AGENDA			
Item Category:	Consent - Resolution	Res./Ord. No:	2023-115	
Strategic Goal:	Public Safety - Other			
Department:	Public Works - Fleet Management			
Subject:	Ford Interceptor Purchase 9			
Budget Impact:	Adequate funds for the purchase of nine (9) 2023 Ford Interceptor Utility AWD patrol vehicles in the amount of \$386,073 are available through Fund 305 Public Safety Vehicle & Equipment Replacement Fund (6 - \$257,382) and Fund 504 General Liability Fund (3 - \$128,691). These vehicles are an advancement of the 2023-2024 Capital Improvement Plan and are being ordered in the current fiscal year to mitigate ongoing delays in vehicle availability and delivery.			
Summary:	This item allows for the purchase of nine (9) Ford Police Interceptor vehicles from Bozard Ford, listed as a provider on the Florida Sheriff's Contract. Three of these vehicles will replace vehicles damaged in recent motor vehicle accidents, while the additional six will replace those identified as needing replacement through evaluation by Fleet Operations.			
Recommended Action:	It is recommended that the City Commission authorize the purchase of the nine (9) 2023 Ford Police Interceptor AWD-K8A vehicles from Bozard Ford, 540 Outlet Mall Blvd. St. Augustine, FL 32084, in the amount of \$386,073 under the Florida Sheriffs Association Contract FSA22-VEL30.0 Item 226, and approve of the disposition of the surplus units.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Approval: Kelly McGuire, Finance Director 7/7/2023  Claire Whitley, Assistant City Manager 7/12/2023 				

Joyce Shanahan, City Manager

7/13/2023

A handwritten signature in blue ink, reading "Joyce Shanahan". The signature is written in a cursive, flowing style.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kevin Gray, Deputy Public Works Director
Date: July 18, 2023
Subject: Ford Interceptor Purchase 9
Commission Goal: Public Safety - Other

Introduction

This is a request to purchase nine (9) 2023 Ford Police Interceptor Utility AWD (SUV type) vehicles for the Ormond Beach Police Department. Vehicles are to be purchased under the Florida Sheriffs Contract FSA22-VEL30.0, Item 226.

Background

Fleet Operations is responsible for the evaluation and replacement of vehicles, including the front line police patrol vehicles. The lack of police vehicle inventory in recent years has presented challenges in ensuring the timely and efficient replacement of police vehicles based on replacement schedules or vehicle conditions. Due to the lengthy delivery timeframe of police rated vehicles, Fleet Operations initiated an extensive search for alternate vendors approved through the Florida Sheriffs contract (FSA22-VEL30.0 Item #226, Ford Police Interceptor Utility). Listed as third alternate on this contract is Bozard Ford located at 540 Outlet Mall Blvd. St. Augustine, FL 32084. Bozard Ford currently has nine (9) Ford Police Interceptor vehicles, non-requisitioned, on their lot that are available for purchase.

Six (6) of the Ford Police Interceptor vehicles purchased with this order will replace vehicles scheduled for Fiscal Year (FY) 2023-2024 replacement. The additional three (3) will replace vehicles from the Ormond Beach Police Department (OBPD) pool that have been involved in vehicular accidents and taken out of service. Specifically, vehicle #024, vehicle #143 and vehicle #P04. Due to the extent of damage incurred, repair estimates, and age of the vehicles, all three vehicles have been deemed totaled and need replacing. Funding for the purchase of the three (3) vehicles will come from the City's 504 General Liability Fund.

Discussion

Vehicle replacement parameters have been developed and implemented for the purchasing process to commence. Condition evaluations are conducted when a vehicle meets one or more of the following:

- Age - Seven (7) years of service as a patrol vehicle.
- Mileage - Unit has exceeded 85,000 miles and all warranties have expired.
- Maintenance Cost - Life cycle total maintenance cost exceeds 75% of acquisition cost.
- Final Evaluation - Unit shows excessive wear on engine, drive train, air conditioner, and emergency equipment, including general overall appearance and body condition relating to excessive fatigue.
- The requested replacements have recently been evaluated and copies of the condition reports are attached.

This purchase will be the second year the Ford Police Interceptor AWD-K8A (SUV type) vehicle will be purchased and placed into service, replacing the vehicles below:

Unit No.	Make/Model
#024	2013 Chevy Caprice - Liability Fund
#143	2014 Chevy Caprice - Liability Fund
#P04	2014 Chevy Caprice - Liability Fund
#086	2012 Chevy Impala
#138	2013 Chevy Caprice
#139	2014 Chevy Caprice
#140	2014 Chevy Caprice
#142	2014 Chevy Caprice
#145	2014 Chevy Caprice

The purchase of the patrol vehicles will be through the Florida Sheriff's Association contract (Contract FSA22-VEL30.0 Item 226). The price for these vehicles is as follows:

2023 Ford Interceptor Utility AWD 3.3L Gas	
Base	\$41,262
Options	\$1,635
Total	\$42,897
	x9
Total	\$386,073

Budget Impact

Adequate funds for the purchase of nine (9) 2023 Ford Interceptor Utility AWD patrol vehicles in the amount of \$386,073 are available through Fund 305 Public Safety Vehicle & Equipment Replacement Fund (6 - \$257,382) and Fund 504 General Liability

Fund (3 - \$128,691). These vehicles are an advancement of the 2023-2024 Capital Improvement Plan and are being ordered in the current fiscal year to mitigate ongoing delays in vehicle availability and delivery.

Citizen Impact

Maintaining an effective vehicle replacement schedule and policy provides the Ormond Beach Police Department with the necessary tools for delivery of critical services in support of a safe environment for the City of Ormond Beach residents, businesses, and visitors.

Recommendation

It is recommended that the City Commission authorize the purchase of the nine (9) 2023 Ford Police Interceptor AWD-K8A vehicles from Bozard Ford, 540 Outlet Mall Blvd. St. Augustine, FL 32084, in the amount of \$386,073 under the Florida Sheriffs Association Contract FSA22-VEL30.0 Item 226, and approve of the disposition of the surplus units.

Attachments:

1. 23-115 Ford Interceptors-Bozard Ford (P23-0131G)
2. Purch Auth Nine Police Interceptors
3. FSA Ford Police Interceptor - 9 - 2023 Bozard Ford
4. 138 - 139 OBPD 2023 Evaluation
5. 145 - 086 OBPD 2023 Evaluation
6. 140 - 142 OBPD 2023 Evaluation - Copy

Approvals:



Kelly McGuire, Finance Director

Date: July 07, 2023



Claire Whitley, Assistant City Manager

Date: July 12, 2023



Joyce Shanahan, City Manager

Date: July 13, 2023

RESOLUTION NO. 2023-115

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF NINE FORD INTERCEPTORS FROM BOZARD FORD UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA 22-VEL30.0; DECLARING CERTAIN VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace three patrol vehicles (#024, #143 and #P04) which were all involved in vehicular accidents, and all have been deemed a total loss, and

WHEREAS, the City is also seeking to replace six patrol vehicles: #086 a 2012 Chevy Impala; #138 a 2013 Chevy Caprice; #139 a 2014 Chevy Caprice; #140 a 2014 Chevy Caprice; #142 a 2014 Chevy Caprice; and #145 a 2014 Chevy Caprice which have all been determined to have exceeded all criteria for replacement, and

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase nine 2023 Ford Interceptors from Bozard Ford in the amount of \$386,073.00, under the Florida Sheriffs Association Bid FSA22-VEL30.0, and

WHEREAS, the City's staff is seeking approval of a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of nine 2023 Ford Interceptors from Bozard Ford, for a total price of \$386,073.00, and

WHEREAS, the City Manager has certified that funds for the purchase will be derived from the Insurance Fund (504) and the Vehicle and Equipment Replacement Fund (305) in the

amount of \$386,073.00 and that said funds have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization for the purchase of nine 2023 Ford Interceptors from Bozard Ford in the amount of \$386,073.00 and to pay the costs therefore from the Insurance Fund and the Vehicle and Equipment Replacement Fund.

SECTION TWO. The City Commission hereby declares vehicles #024, #143, #P04, #086, #138, #139, #140, #142 and #145 to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of said vehicles through competitive sealed process or public auction to be held in accordance with applicable law.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Order Nbr: 2300676
Vendor: Bozard Ford
Resolution No. 2023-115

Requisition By: Gray
Date: 7/18/2023

Reason: Purchase of Nine 2023 Ford Police Interceptor Utility AWD

Purchase of Nine 2023 Ford Police interceptor Utility AWD
Florida Sheriffs Association Contract FSA20-VEL30.0, Spec #226
Funding through Fund 305 Public Safety Vehicle & Equipment Replacement Fund
(6 - \$257,382.00) and Fund 504 General Liability Fund (3 - \$128,691.00).

PAY ITEM NUMBER	ITEM DESCRIPTION	UNT	QNT	UNIT PRICE	AMOUNT
1	2023 Ford Interceptor Utility	EA	9	\$41,262.00	\$371,358.00
2	AUX Climate Control	EA	9	\$609.00	\$5,481.00
3	Cargo Dome Light*	EA	9	\$49.00	\$441.00
4	H8 AGM Battery	EA	9	\$109.00	\$981.00
5	Pre-Collision Assist	EA	9	\$144.00	\$1,296.00
6	Reverse Sensing System	EA	9	\$274.00	\$2,466.00
7	Rear Tail Lamp Housing*	EA	9	\$59.00	\$531.00
8	Courtesy Lamp Disable	EA	9	\$24.00	\$216.00
9	Engine Idle Feather	EA	9	\$259.00	\$2,331.00
10	Grill Wiring	EA	9	\$49.00	\$441.00
11	Rear Tail Amp Housing	EA	9	\$59.00	\$531.00
	*non-scheduled option				
				Total:	\$386,073.00

TERMS AND CONDITIONS

The attached terms and conditions of the City of Ormond Beach are incorporated herein by reference and are made a part hereof.

SIGNED BY (CITY):

MAYOR

CITY MANAGER

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$500 or more require a signed Purchase Order. Invoices must show the Purchase Order number. The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY:

All goods and/or services furnished by an order must be as specified and subject to the City's inspection within a reasonable time after delivery at destination. Variations in goods and/or services from those specified in an order must not be made without written authority from the City. Items rejected by the City will be returned at the Vendor's risk and expense. Unless otherwise stated herein, all materials and equipment furnished by the Vendor shall be new and shall not have been in service at any other installation.

PACKING & DELIVERY:

Packages must be plainly marked with shipper's name and order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. All goods must be shipped F.O.B. Destination. The City will pay no freight or expense charges, except by previous agreement. The delivery must be effected within the time stated in the order. The City reserves the right to cancel this order and purchase elsewhere if the Vendor fails to meet the delivery date specified on Purchase Order. Deliveries shall be made between 8:00 a.m. and 5:00 p.m. on regular working days unless otherwise stated. Transport deliveries must be unloaded and ready for inspection prior to 3:00 p.m. The items will be promptly inspected for damage and defects and conformance with the specifications. Any material or equipment not meeting the specifications, or that has been damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately returned to the Vendor at the Vendor's expense.

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

The Vendor must comply with all applicable state, federal, and local laws, guidelines and regulations. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements when applicable. Also, where applicable, the Vendor agrees to furnish the City with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is

classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to the City at the "Ship to" address.

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

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

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

MEETS SPECIFICATIONS: Unless otherwise specified, all equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

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

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

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

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

ACCEPTANCE: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Vendor's expense.

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Vendor agrees that, unless otherwise specified, the supplies and/or services furnished under the Request for Quotations shall be covered by the most favorable commercial warranty for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Request for Quotations.

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses

**FSA22-VEL30.0 – Pursuit, Administrative and
Other Vehicles**

FSA Cooperative Purchasing Program



FSA22-VEL30.0 Final Award Document



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 - Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD

FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Award for Contract FSA22-VEL30.0: Pursuit, Administrative, and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 30th year of the cooperative purchasing contract for pursuit, administrative, and other vehicles. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 326 items, offering pursuit rated vehicles, pickup trucks, motorcycles, administrative sedans, vans, and electric vehicles.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 68 pre-bid attendees or waivers. Of these respondents, 22 submitted bids and 17 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



7/1/13



FSA22-VEL30.0
Item Group Descriptions

Administrative Sedans

Cargo & Passenger Vans Medium/High Roof

Cargo & Passenger Vans Standard/Low Roof

Electric & Hybrid Vehicles

Pickup Trucks - 4X2

Pickup Trucks - 4X4

Pursuit Rated & Pursuit Hybrid Vehicles

Pursuit Rated Motorcycles

Special Service Vehicles

Utility & Hybrid Utility Vehicles - 4X2

Utility & Hybrid Utility Vehicles - 4X4 and AWD



FSA22-VEL30.0
Item Group Descriptions

The following items will be factory installed on the base vehicle/equipment to meet the model number and build codes of the vehicle listed.

Item Group:

- Administrative Sedans

FSA Item Group Description

- Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications:
- ENGINE: Manufacturer's standard gas engine, alternator, battery and cooling package.
- TRANSMISSION/AXLES: Manufacturer's standard automatic transmission; Manufacturer's standard drive axle ratio for engine and transmission combination.
- PERFORMANCE ITEMS: Manufacturer's standard power steering; Manufacturer's standard gauges.
- COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer's standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer's standard production seats. Purchaser will select color at time of order.
- SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer's standard air bags.
- BRAKES: Fourwheel anti-lock brake ABS system.
- TIRES AND WHEELS: Manufacturer's standard tires and wheels.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

Bid Award**Contract:** FSA22-VEL30.0, Pursuit, Administrative, and Other Vehicles**Group:** Pursuit Rated & Pursuit Hybrid Vehicles**Item:** 226, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Garber Ford Inc	\$41,202.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$41,362.00	0.00%	Build	Options
Northern	Primary	Duval Ford LLC	\$41,165.00	0.00%	Build	Options
	Alternate	Garber Ford Inc	\$41,202.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$41,262.00	0.00%	Build	Options
Central	Primary	Garber Ford Inc	\$41,227.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$41,362.00	0.00%	Build	Options
Southern	Primary	Garber Ford Inc	\$41,352.00	0.00%	Build	Options
	Alternate	Duval Ford LLC	\$41,361.00	0.00%	Build	Options
	Alternate	BOZARD FORD	\$41,362.00	0.00%	Build	Options

CNGP530

VEHICLE ORDER CONFIRMATION

08/08/22 16:26:09

==> ITEM#226_ INTERCEPTOR 3.3L GAS

Dealer: F24413

2023 EXPLORER 4-DOOR

Page: 1 of 1

Order No: Q001 Priority: L2 Ord FIN: QE065 Order Type: 5B Price Level: 315

Ord Code: 500A Cust/Flt Name: FLORIDA SHERI PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
K8A	4DR AWD POLICE	\$47165	\$45750.00	SP DLR ACCT ADJ		\$(901.00)
	.119" WHEELBASE			SP FLT ACCT CR		(1239.00)
YZ	OXFORD WHITE			FUEL CHARGE		8.88
9	CLTH BKTS/VNL R			B4A NET INV FLT OPT	NC	7.00
6	EBONY			DEST AND DELIV	1495	1495.00
500A	EQUIP GRP			TOTAL BASE AND OPTIONS	46565	42665.88
	.AM/FM STEREO			TOTAL	46565	42665.88
99B	3.3L V6 TI-VCT	(2830)	(2661.00)	*THIS IS NOT AN INVOICE*		
44U	10SPD AUTO TRAN	NC	NC			
	FLEET SPCL ADJ	NC	(485.00)			
425	50 STATE EMISS	NC	NC			
51R	DRV LED SPT LMP	395	371.00			
55F	KEYLESS - 4 FOB	340	320.00			
	FLEX-FUEL					
153	FRT LICENSE BKT	NC	NC			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04921



June 16, 2023

HOWARD RUBRIGHT
ORMOND BEACH PD

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 22-VEL30.0

SPEC226	2023 FORD INTERCEPTOR UTILITY AWD 3.3L GAS	\$41,262.00	✓
99B/44U	3.3L GAS ENGINE / AUTOMATIC TRANSMISSION	STD	
55F	KEYLESS ENTRY W/ 4 KEYS	INCL	
51R	DRIVER SIDE LED SPOT LAMP	INCL	
17A	AUX CLIMATE CONTROL	\$609.00	✓
17T	CARGO DOME LIGHT NON-SCHEDULED OPTION AT DISCOUNT OFF MSRP	\$49.00	✓
18D	GLOBAL LOCK/UNLOCK	NC	
19K	H8 AGM BATTERY	\$109.00	✓
76P	PRE COLLISION ASSIST	\$144.00	✓
76R	REVERSE SENSING	\$274.00	✓
87T	REAR TAIL LAMP HOUSING PREP	\$59.00	✓
43D	COURTESY LAMP DISABLE	\$24.00	✓
47A	ENGINE IDLE FEATURE	\$259.00	✓
60A	GRILL WIRING	\$49.00	✓
86T	REAR TAILLAMP HOUSING NON SCHEDULED FACTORY OPTION AT DISC OFF MSRP	\$59.00	✓
YZ/96	OXFORD WHITE EXTERIOR / EBONY CLOTH BUCKETS, REAR VINYL	STD	

Total

\$42,897.00

QUANTITY 9

\$386,073.00

Sincerely,

Jeffrey Eason

Government Sales Director

3/21/2023

2023 UTILITY POLICE INTERCEPTOR

PRICE LIST

(PRICE LEVEL CODE 350)

PROPRIETARY

MODEL		SERIES CODE	BASE VEHICLE PRICE	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
Police Interceptor	AWD	K8A	Utility Police Interceptor AWD	\$ 45,750	\$ 47,165
ALL MODELS		—	Destination and Delivery	1,595	1,595

TRIM SERIES	DRIVE	PKG. CODE	PREFERRED EQUIPMENT PACKAGES	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
Police Interceptor		65U	Interior Upgrade Package	\$ 367	\$ 390
		66A	Front Headlamp Lighting Solution	841	895
		86T	Tail Lamp / Police Interceptor Housing Only	56	60
		66B	Tail Lamp Lighting Solution	405	430
		66C	Rear Lighting Solution	428	455
		67H	Ready For the Road Package	3,379	3,595

	DRIVE	OPTION CODE	POWERTRAINS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
ENGINE		99W	3.3L V6 DI Hybrid Engine	Std	Std
		99B	3.3L V6 DI Engine	\$ (2,661)	\$ (2,830)
		99C	3.0L V6 EcoBoost Engine	893	950
TRANSMISSION		44U	10-speed Automatic Transmission (with 99B/99C)	N/C	N/C

MODEL		OPTION CODE	TIRES	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
Police Interceptor		65L	Wheel Covers (18 in. Full Face Wheel Cover)	\$ 56	\$ 60
		64E	18 in. Painted Aluminum Wheel	447	475

	OPTION CODE	OTHER OPTIONS	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	67U	Ultimate Wiring Package	\$ 526	\$ 560
	67V	Police Wire Harness Connector Kit - Front/Rear	174	185
	41H	Engine Block Heater	85	90
	153	License Plate Bracket - Front	N/C	N/C
	43D	Dark Car Feature - Courtesy lamp disable when any door is opened	24	25
	942	Daytime Running Lamps	42	45
	17T	Dome Lamp - Red/White in Cargo Area	47	50
	21L	Front Warning Auxiliary Light	517	550
	96W	Front Interior Windshield Warning Lights	1,076	1,145
	60A	Pre-Wiring for grille LED lights, siren and speaker	47	50
	43A	Rear Auxiliary Liftgate Lights	371	395
	63L	Rear Quarter Glass Side Marker Lights	541	575
	96T	Rear Spoiler Traffic Warning Lights	1,405	1,495
	63B	Side Marker LED - Sideview Mirrors (req. 60A)	273	290
	51P	Spot Lamp Prep Kit, Driver Side	132	140
	51W	Spot Lamp Prep Kit, Dual Side	264	280
	51R	Spot Lamp - LED Bulb, Driver Only (Unity)	371	395
	51T	Spot Lamp - LED Bulb, Driver Only (Whalen)	394	420
	51S	Spot Lamp - LED Bulb, Dual (driver and passenger) (Unity)	582	620
	51V	Spot Lamp - LED Bulb, Dual (driver and passenger) (Whalen)	625	665
	92G	Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	112	120
	92R	Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	80	85
	76D	Deflector Plate	315	335
	47E	12.1 in. Integrated Computer Screen	2,580	2,745
	87R	Rear View Camera (mirror display)	N/C	N/C
	19V	Rear Camera On-Demand	217	230
	52P	Hidden Door-Lock Plunger w/Rear door controls inoperable	150	160
	68G	Rear-Door Handles Controls Inoperable / Locks Inoperable (with 52P)	N/C	N/C
		Rear-Door Handles Controls Inoperable / Locks Inoperable (without 52P)	71	75
	18D	Global Lock / Unlock feature	N/C	N/C
	55F	Remote Keyless-Entry Key FOB	320	340
	59E	Keyed Alike - 1435x	47	50
	59B	Keyed Alike - 1284x	47	50
	59D	Keyed Alike - 0135x	47	50
	59F	Keyed Alike - 0576x	47	50

03/20/23 10:34 AM

- A -

Ford Division

3/21/2023

2023 UTILITY POLICE INTERCEPTOR

PROPRIETARY

PRICE LIST

(PRICE LEVEL CODE 350)

	OPTION CODE	OTHER OPTIONS (continued)	DEALER INVOICE W/HOLDBACK	SUGGESTED RETAIL
AVAILABLE ON ALL MODELS UNLESS OTHERWISE NOTED	59J	Keyed Alike - 1111x	\$ 47	\$ 50
	59C	Keyed Alike - 1294x	47	50
	59G	Keyed Alike - 0151x	47	50
	16C	1st and 2nd row carpet floor covering (incl. floor mats, front and rear)	118	125
	88F	2nd Row Cloth Seats	56	60
		2nd Row Cloth Seats (incl w/ 65U)	Incl	Incl
	87P	Power Passenger Seat	306	325
	85D	Front Console Plate - Delete	N/C	N/C
	85S	Rear Center Seat Delete	N/C	N/C
	85R	Rear Console Plate	42	45
	90D	Ballistic Door Panels (LVL III+) - Driver Front Door Only	1,490	1,585
	90E	Ballistic Door Panels (LVL III+) - Driver & Pass Front Doors	2,979	3,170
	90F	Ballistic Door Panels (LVL IV+) - Driver Front Door Only	2,270	2,415
	90G	Ballistic Door Panels (LVL IV+) - Driver & Pass Front Doors	4,541	4,830
	16P	Rear Bumper Step Pad	89	95
	55B	BLIS - Blind Spot Monitoring with Cross Traffic Alert	512	545
	68B	Police Perimeter Alert	635	675
	76P	Pre-Collision Assist with Pedestrian Detection	136	145
	549	Mirrors - Heated Sideview	56	60
	593	Perimeter Anti-Theft Alarm - Activated by Hood, Door, or Liftgate (req 55F)	112	120
	59W	4G LTE WiFi Hotspot Credit	(18)	(20)
	63A	Radio Delete Credit	(141)	(150)
	47A	Police Engine Idle Feature	244	260
	76R	Reverse Sensing System	259	275
	17A	Aux Air Conditioning	573	610
	16D	Badge Delete	N/C	N/C
	63V	Cargo Storage Vault	230	245
	19K	H8 AGM Battery	103	110
	60R	Noise Suppression Bonds (Ground Straps)	94	100
	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	296	315
	61B	OBD - If Split Connector	52	55

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- B -

Ford Division

Florida Sheriffs Association Cooperative Purchasing Program

Options FSA22-VEL30.0

Pursuit, Administrative and Other Vehicles (Light Vehicles)

BIDDER

BOZARD FORD

MAKE & MODEL

FORD Interceptor 3.3L (K8A) ✓

Item Number:

226 ✓

Order Code	Description	Price
OEM	CONTACT DEALER FOR AVAILABILITY AND COMPATIBILITY OF OEM (FACTORY) OPTIONS (INCLUDING BUT NOT LIMITED TO, ENGINE UPGRADES AND BODY TYPE UPGRADES NOT INCLUDED AS A BASE SPECIFICATION ELSEWHERE ON THIS CONTRACT). OEM (FACTORY) OPTIONS ARE DISCOUNTED OFF MSRP	\$ (1.00)
VV	STICK ON VENT VISORS (ADD \$75 FOR 4 DOORS)	\$ 175.00
4CSTV	4 ROUND STYLE LED CORNER STROBES FRONT MOUNTED OUTSIDE HEADLAMPS ON NON-POLICE UTILITY INTERCEPTORS, REAR INSTALLED IN CLEAR LENS OF TAIL LAMPS, ADD \$50.00 FOR SPLIT COLOR	\$ 899.00
4CSTSM	4 6 LED THIN SURFACE MOUNT CORNER STROBES, ADD \$50.00 FOR SPLIT COLOR	\$ 999.00
BUA	AUDIBLE AFTERMARKET BACK UP ALARM	\$ 179.00
MSW1000	MODIFIED SINE WAVE 1000 WATT POWER INVERTER	\$ 899.00
MSW1500	MODIFIED SINE WAVE 1500 WATT POWER INVERTER	\$ 999.00
MSW2000	MODIFIED SINE WAVE 2000 WATT POWER INVERTER	\$ 1,125.00
MSW3000	MODIFIED SINE WAVE 3000 WATT POWER INVERTER	\$ 1,229.00
PSW700	PURE SINE WAVE 700 WATT POWER INVERTER	\$ 999.00
PSW1000	PURE SINE WAVE 1000 WATT POWER INVERTER	\$ 1,115.00
PSW2000	PURE SINE WAVE 2000 WATT POWER INVERTER	\$ 1,299.00
PSW3000	PURE SINE WAVE 3000 WATT POWER INVERTER	\$ 1,689.00
UCOAT	VALUGARD UNDERCOAT	\$ 699.00
DOMED	RED/WHITE 5" INTERIOR DOME LIGHT	\$ 179.00
SAFEKIT	DOT, OSHA, ANSI COMPLIANT KIT, INCL 5LB RECHARGABLE FIRE EXTINGUISHER, 3 DOT TRIANGLES IN PLASTIC BOX, 10 PERSON BULK ANSI WEATHERPROOF FIRST AID KIT (PLASTIC CASE), BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT (PLASTIC CASE), AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER, LED FLASHLIGHT WITH BATTERIES	\$ 299.00
ROADKIT	AAA APPROVED 76 PC ROAD EMERGENCY KIT, CARRY CASE, FIRST AID, SURVIVAL TOOLS, 10FT JUMPER CABLES, AIR COMPRESSOR WITH GAUGE, EMERGENCY TRIANGLE.	\$ 199.00
OSF	OUT OF STOCK FEES, TO COVER STOCKING AND FLOORPLAN EXPENSES FOR VEHICLES PURCHASED OUT OF DEALER'S EXISTING INVENTORY	\$ 799.00
DTSF	DEALER TRADE OUT OF STOCK FEES, TO COVER DEALER TRANSFER FEES FOR VEHICLES THAT ARE TRANSFERRED FROM OTHER DEALERS	\$ 1,500.00
TINT	DEALER INSTALLED WINDOW TINT, ADD \$100 FOR STRIP ON WINDSHIELD/DEDUCT \$100 FOR FRONT WINDOWS ONLY	\$ 425.00
NST	NEW TAG (SPECIFY STATE, CITY, COUNTY, SHERIFF)	\$ 185.00

TRANSFER	TRANSFER EXISTING TAG REGISTRATION (MUST PROVIDE COPY OF REGISTRATION)	\$	100.00
TEMP	30 DAY TEMPORARY TAG	\$	16.00
HCONS	HAVIS C-VS-1012-INUT 22" CONSOLE	\$	699.00
HCUP	HAVIS C-CUP2-1 2 CUPHOLDER	\$	59.00
HARM	HAVIS C-ARM-102 SIDE MOUNT ARM REST, ADD \$15 FOR C-ARM-101 TOP MOUNT	\$	94.00
H3OUT	HAVIS C-LP-3 CONSOLE 3 OUTLET POWER SUPPLY	\$	89.00
JCONS	JOTTO 425-6505 POLICE EQUIPMENT CONSOLE CONTOUR	\$	659.00
JCUP	JOTTO 2 CUPHOLDER	\$	59.00
JARM	JOTTO 3" ARMREST FACEPLATE MOUNT, ADD \$25 FOR UPPER STRUCTURE	\$	69.00
JSOUT	JOTTO 3 OUTLET POWER SUPPLY	\$	89.00
ECONLT	STANDARD LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, STD HAVIS OR JOTTO HD A-MOD	\$	899.00
PREMLT	PREMIUM LAPTOP MOUNT WITH UNIVERSAL LAPTOP TRAY, PREM HAVIS OR GAMBER JOHNSON	\$	999.00
K9EZ	AMERICAN ALUMINUM EX RIDER K9 PLATFORM SYSTEM ADD \$1099 FOR K9 PLATFORM PLUS SINGLE DRAWER SYSTEM	\$	3,955.00
CGP	COOL GUARD PRO HEAT ALARM (WITHOUT RESCUE)	\$	1,999.00
CGPRES	COOL GUARD PRO HEAT ALARM WITH RESCUE DOOR OPENER	\$	2,399.00
CGPAGE	EZ COOL GUARD PAGER SYSTEM WORKS WITH COOL GUARD MONITORING SYSTEM	\$	599.00
CGFAN	COOL GUARD 12" FAN ONLY WITH ON/OFF SWITCH	\$	399.00
K9MAT	DELUXE ANTI-SKID NON TOXIC 1/4" HEAVY DUTY CUSTOM FIT RUBBER MAT	\$	299.00
K9DISH	UNIVERSAL HINGED PERMANENT MOUNT, EASY CLEANING, 1 GALLON CAPACITY, SPILL RESISTANT WATER DISH	\$	159.00
K9RD	REMOVABLE DIVIDER FOR K9 PLATFORM, SPECIFY DOOR SWINGS TO DRIVER SIDE OR PASS SIDE	\$	499.00
PGCAGE	PRO-GARD PRISONER CAGE, POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT, LEP, ADD \$125 FOR RECESSED PANEL	\$	1,499.00
S8VS	SETINA 8VS PRISONER CAGE 1/2 UNCOATED POLYCARBONATE 1/2 VINYL COATED EXPANDED METAL, ADD \$125 FOR RECESSED PANEL	\$	1,299.00
S10VS	SETINA 10VS PRISONER CAGE UNCOATED POLYCARBONATE WITH EXPANDED METAL WINDOW SECURITY SCREEN, ADD \$125 FOR RECESSED PANEL	\$	1,399.00
PGSPC	PRO-GARD SINGLE PRISONER CAGE, PARTITION, SEAT, DOOR PANELS, WINDOW BARS, LEP, REAR BARRIER, BELTS	\$	3,399.00
PGSEAT	PRO-GARD REAR PRISONER SEAT SPECIFY 1/4" POLY WINDOW OR 7 GA STEEL WIRE CARGO BARRIER	\$	1,899.00
SSEAT	SETINA REAR PRISONER SEAT WITH WIRE MESH CARGO BARRIER	\$	1,799.00
PGCARGO	PRO-GARD REAR CARGO BARRIER SPECIFY 1/4" POLY WINDOW OR 7 GA STEEL WIRE	\$	799.00
SCARGO	SETINA REAR CARGO BARRIER 12-VS WIRE MESH, ADD \$15 FOR 1/4" POLY	\$	784.00
PGFB	PRO-GARD CHARCOAL GRAY ABS FLOOR PAN	\$	394.00
SFP	SETINA TPO PLASTIC FLOOR PAN	\$	399.00
SWBV	SETINA WINDOW BARS VERTICAL	\$	499.00
SWBH	SETINA WINDOW BARS HORIZONTAL	\$	499.00
PGWB	PRO-GARD WINDOW BARS FOR USE W/ OEM DOOR PANELS ONLY	\$	489.00
SDP	SETINA TPO DOOR PANELS	\$	499.00
PGPB	PRO-GARD HD PUSH BUMPER	\$	899.00
SA12	SETINA PB100 12" ALUMINUM PUSH BUMPER	\$	789.00
SA16	SETINA PB100 16" ALUMINUM PUSH BUMPER	\$	799.00
SPB300	SETINA PB300 ALUMINUM FULL PUSH BUMPER	\$	899.00

SPB400	SETINA PB400 ALUMINUM FULL PUSH BUMPER	\$	899.00	
WPB	WESTIN ELITE PUSH BUMPER	\$	799.00	
PGGL	PRO-GARD VERTICAL PARTITION MOUNT SINGLE WEAPON TRI LOCK G/R WITH HANDCUFF KEY ADD \$100 FOR DUAL WEAPON MOUNT	\$	699.00	
SGL	SETINA SINGLE WEAPON PARTITION MOUNTED UNIVERSAL GUN LOCK ADD \$100 FOR DUAL WEAPON MOUNT	\$	599.00	
65U	INTERIOR UPGRADE PKG	\$	389.00	
86T	TAIL LAMP/HOUSING ONLY	\$	59.00	✓
65L	WHEEL COVERS (18" FULL FACE WHEEL COVERS)	\$	59.00	
64E	18" PAINTED ALUMINUM WHEEL	\$	474.00	
43D	DARK CAR FEATURE	\$	24.00	✓
942	DAYTIME RUNNING LIGHTS	\$	44.00	
60A	PRE-WIRING FOR GRILLE LED LIGHTS, SIREN & SPEAKER	\$	49.00	✓
92G	GLASS-SOLAR TINT 2ND ROW REAR QUARTER AND LIFTGATE WINDOW (DELETES PRIVACY GLASS)	\$	119.00	
92R	SOLAR TINT 2ND ROW PRIVACY GLASS ON REAR QUARTER & LIFTGATE WINDOW	\$	84.00	
76D	DEFLECTOR PLATE	\$	334.00	
47E	12.1 IN. INTEGRATED COMPUTER SCREEN	\$	2,744.00	
87R	REAR VIEW CAMERA DISPLAY IN MIRROR	N/C		
19V	REAR CAMERA ON DEMAND	\$	229.00	
68G	REAR DOOR HANDLES INOP/LOCKS INOP	\$	74.00	
18D	GLOBAL LOCK/UNLOCK	N/C		
59X	KEYED ALIKE (SPECIFY CODE)	\$	49.00	
51S	DUAL UNITY LED SPOTLIGHTS, DRIVER & PASSENGER	\$	248.00	
16C	1ST & 2ND ROW CARPET FLOOR COVERING (INC. FLOOR MATS, FRONT & REAR)	\$	124.00	
88F	2ND ROW CLOTH SEATS (INC. w/ 65U)	\$	59.00	
87P	POWER PASSENGER SEAT	\$	324.00	
90D	BALLISTIC DOOR PANELS LVIII, DRIVER FRONT DOOR	\$	1,584.00	
90E	BALLISTIC DOOR PANELS LVIII DRIVER & PASS FRONT DOORS	\$	3,169.00	
90F	BALLISTIC DOOR PANELS LVIV DRIVER FRONT DOOR	\$	2,414.00	
90G	BALLISTIC DOOR PANELS LVIV DRIVER & PASS FRONT DOORS	\$	4,829.00	
55B	BLIND SPOT MONITORING w/ CROSS TRAFFIC ALERT	\$	544.00	
68B	POLICE PERIMETER ALERT	\$	674.00	
76P	PRE-COLLISION ASSIST w/ PEDESTRIAN DETECTION	\$	144.00	✓
549	HEATED SIDE-VIEW MIRRORS	\$	59.00	
593	PERIMETER ANTI-THEFT	\$	119.00	
47A	POLICE ENGINE IDLE FEATURE	\$	259.00	✓
76R	REVERSE SENSING	\$	274.00	✓
17A	AUX AIR CONDITIONING	\$	609.00	✓
63V	CARGO STORAGE VAULT	\$	244.00	
19K	H8 AGM BATTERY	\$	109.00	✓
68E	LOW BARD FREQUENCY NOISE SUPPRESSION KIT	\$	194.00	
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$	99.00	
61B	OBD-II SPLIT CONNECTOR	\$	54.00	

ESP

FORD FACTORY EXTENDED SERVICE POLICIES ARE AVAILABLE IN SEVERAL PROTECTION PACKAGES AND DEDUCTIBLE LEVELS. ESP POLICIES RANGE TO 8 YEARS AND 150,000 MILES. PLEASE CONTACT DEALER FOR STATE REGULATED WARRANTY PRICING THAT SUITS YOUR NEEDS.

WHILE ALL CARE AND CONSIDERATION WERE PUT INTO ENSURING OPTION COMPATIBILITY, IT IS STRONGLY RECOMMENDED THAT PURCHASERS CONTACT DEALER FOR QUOTE.

ALL VEHICLES ARE CONSIDERED WHITE UNLESS OTHERWISE SPECIFIED ON PURCHASE ORDER

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle # 139	Evaluated by: Howard Rubright	
Dept.: #2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	9	2014 Chevrolet Caprice PPV
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8	80,000
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	This vehicle needs front seat reupholstered, headliner replaced, Paint is faded and scratched, to include vinyl graphics, has numerous dings and dents. Lightbar is faded. Rust on roof and around trunk lid. Has front transmission leak, slight.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	City Police Car
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	This vehicle has been in the shop 11 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$27,412.00 total \$27,193.88 LTD M&R
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	36	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Replacement cost is \$

Vehicle and E	
Vehicle #138	Evaluated by:
Dept.: #2005	Supervisor: K
	Points Assigned
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	9
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5
Have warranties expired?	yes
Total Points	35
28 + points	X
23-27 points	
18-22 points	
Under 18 points	

Budget shows \$
Replacement cost is \$

Equipment Repair/Replacement Evaluation
Howard Rubright
Kevin M Gray, Deputy Public Works Director
Comments
2014 Chevrolet Caprice PPV
74,088
This vehicle has rust around rear window, has numerous small dents and dings, headlights are fogged and scratched, the headliner needs replaced, drivers seat needs reupholstered, paint is faded and scratches throughout to include decals. Lightbar is clouding, suspension is worn and parts are quickly becoming obsolete.
City Patrol Car.
This vehicle has been in the shop 15 times in 1 yr.
Purchase Price \$27,412.00 total \$22,035.47 LTD M&R
☐ Check if general overall condition can defer vehicle replacement
(Shop Supervisor approval required)
Needs immediate replacement
Condition is borderline
Condition is fair/good
Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle # 086	Evaluated by: Howard Rubright	
Dept.: #2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	11	2012 Chevrolet Impala
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	74,500
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	This vehicle needs front seat reupholstered, headliner replaced, Paint is faded and scratched has numerous dings and dents. Headlights are faded. Suspension worn.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Criminal Investigation
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	This vehicle has been in the shop 9 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$27,412.00 total \$27,783 LTD M&R
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	37	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Replacement cost is \$

Vehicle and E	
Vehicle #145	Evaluated by:
Dept.: #2005	Supervisor: K
	Points Assigned
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	9
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	8
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5
Have warranties expired?	yes
Total Points	36
28 + points	X
23-27 points	
18-22 points	
Under 18 points	

Budget shows \$

Replacement cost is \$

Equipment Repair/Replacement Evaluation
Howard Rubright
Kevin M Gray, Deputy Public Works Director
Comments
2014 Chevrolet Caprice PPV
81,167
This vehicle has rust around rear window, has numerous small dents and dings, headlights are fogged and scratched, the headliner needs replaced, drivers seat needs reupholstered, paint is faded and scratches throughout to include decals. Lightbar is clouding, suspension is worn and parts are quickly becoming obsolete.
City Patrol Car.
This vehicle has been in the shop 7 times in 1 yr.
Purchase Price \$27,412.00 total \$32,051.60 LTD M&R
☐ Check if general overall condition can defer vehicle replacement
(Shop Supervisor approval required)
Needs immediate replacement
Condition is borderline
Condition is fair/good
Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle # 140	Evaluated by: Howard Rubright	
Dept.: #2005	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	9	2014 Chevrolet Caprice PPV
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9	90,000
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	This vehicle needs front seat reupholstered, headliner replaced, Paint is faded and scratched, to include vinyl graphics, has numerous dings and dents. Lightbar is faded. Rust on roof and around trunk lid. Has front transmission leak, slight.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	City Police Car
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	This vehicle has been in the shop 9 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$27,412.00 total \$27,783 LTD M&R
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	37	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Replacement cost is \$

Vehicle and E	
Vehicle #142	Evaluated by:
Dept.: #2005	Supervisor: K
	Points Assigned
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 23 points because it is 23 years old.	9
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	9
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5
Have warranties expired?	yes
Total Points	37
28 + points	X
23-27 points	
18-22 points	
Under 18 points	

Budget shows \$

Replacement cost is \$

Equipment Repair/Replacement Evaluation
Howard Rubright
Kevin M Gray, Deputy Public Works Director
Comments
2014 Chevrolet Caprice PPV
92,006
This vehicle has rust around rear window, has numerous small dents and dings, headlights are fogged and scratched, the headliner needs replaced, drivers seat needs reupholstered, paint is faded and scratches throughout to include decals. Lightbar is clouding, suspension is worn and parts are quickly becoming obsolete.
City Patrol Car.
This vehicle has been in the shop 11 times in 1 yr.
Purchase Price \$27,412.00 total \$36,282.07 LTD M&R
☐ Check if general overall condition can defer vehicle replacement
(Shop Supervisor approval required)
Needs immediate replacement
Condition is borderline
Condition is fair/good
Condition is good/excellent

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.G
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Water Quality & the Environment - Other			
Department:	Public Works - Fleet Management			
Subject:	Fuel Monitoring Wells			
Budget Impact:	Fiscal Year 2022-2023 Fleet Operations budget has sufficient funds for this item.			
Summary:	This item provides notification of the City's use of G&S Good Environmental, Inc. (G&S) for site assessment, monitoring well installation and sampling to confirm the natural attenuation of soil contamination and that no impact has occurred to the groundwater at the Fleet Operations Fuel Island. Installation of these wells satisfies the Florida Department of Environmental Protection (FDEP) permit requirements.			
Recommended Action:	This item serves as public notice of the City's intent to use G&S Good Environmental Inc. for monitoring services subject to budget appropriations.			
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325			
Approval:				
Kelly McGuire, Finance Director		6/20/2023		
Claire Whitley, Assistant City Manager		6/21/2023		
Joyce Shanahan, City Manager		6/30/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Kevin Gray, Deputy Public Works Director
Date: July 18, 2023
Subject: Fuel Monitoring Wells

Commission Goal: Water Quality & the Environment - Other

Introduction

This item provides notification of the City's use of G&S Good Environmental, Inc. (G&S) for site assessment, monitoring well installation and sampling to confirm the natural attenuation of soil contamination and that no impact has occurred to the groundwater at the Fleet Operations Fuel Island. Installation of these wells satisfies the Florida Department of Environmental Protection (FDEP) permit requirements, further positive confirmation from these wells will result in the issuance of "no further action".

Background

In Fiscal Year (FY) 2021-2022, during monthly fuel island inspection performed by the City's fuel site contractor, it was discovered that there was a potential leak at the diesel sump dispenser. In December of 2022, (requisition 2300303) in conjunction with the City's fuel site contractor JSR Enterprises, G&S Good Environmental, Inc.. was contracted to perform a site inspection and install four (4) shallow groundwater monitoring wells at a depth of twelve (12) feet, and collect groundwater samples in accordance with FDEP protocol. G&S Good Environmental, Inc. also submitted these groundwater samples along with a site assessment report to an FDEP-approved laboratory to be analyzed by EPA method 8260, 8270, EDB, Total Lead and FL-Pro in accordance with FDEP Chapter 62-770 FAC, Petroleum Contamination Site Cleanup Criteria. The site assessment report discovered a leak at the diesel sump dispenser. In May of 2023, it was determined by correspondence between G&S and FDEP, Senior Environmental Specialist Dan Rich, that additional step-out wells (requisition 2300604) be installed downgradient of the diesel sump dispenser to confirm their findings of the soil contamination delineation.

Discussion

In the current year, it will be necessary to make several purchases which cumulatively

will exceed \$25,000, this item serves as public notice only. Requisition #2300303 made payable to G&S Good Environmental in the amount of \$17,433.00 on December 15, 2022 and Requisition #2300604 on May 17, 2023 for \$14,301.00 for additional monitoring wells pursuant to FDEP guidelines.

Budget Impact

Fiscal Year 2022-2023 Fleet Operations budget has sufficient funds for this item.

Citizen Impact

These services ensure compliance with FDEP requirements and support the safe and effective delivery of fuel to all City vehicles that serve the residents of Ormond Beach.

Recommendation

This item serves as public notice of the City's intent to use G&S Good Environmental Inc. for monitoring services subject to budget appropriations.

Attachments:

1. G&S Good Environmental 2022-23
2. G & S Good

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 21, 2023



Joyce Shanahan, City Manager

Date: June 30, 2023

MEMO

Date: May 17, 2023

To: Finance

From: Kevin Gray, Deputy Public Works Director

Re: Requisition 2300604

After finding a leak at our sump dispenser, the FDEP requested we install monitoring wells to determine if there was any contamination of the soil. G & S Good Environmental placed monitoring wells at the fuel site. During initial monitoring there was some contamination detected and FDEP has requested more wells be installed.

G & S is working in conjunction with JSR Enterprises, our fuel site contractor, for this process and will be supervising this process and also providing documentation of the findings and recommendations for submittal to the FDEP.

Jarrell, Christine

From: Dan Rich <drich@alachuacounty.us>
Sent: Wednesday, May 17, 2023 8:04 AM
To: Bill Good
Cc: Jarrell, Christine
Subject: Fac ID: 64/9100520 Ormond Beach Public Works Fac.

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Bill,

Per communication with Chris Jarrell, I assume you have seen my modifications to your proposed step-out wells. If not, let me know and I'll send the edited figure. While I'm confident that we have the soil contamination delineated, please sample soil in the new well that is downgradient of the diesel dispenser to confirm that. If I can assist, please don't hesitate to contact me. Thanks.

Dan



Dan Rich
Senior Environmental Specialist
Environmental Protection Department
408 W. University Ave. Suite 106 • Gainesville • FL • 32601
352-264-6838 (office)



PLEASE NOTE: Florida has a very broad public records law (F.S.119).
All e-mails to and from County Officials and County Staff are kept as public records. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

MEMO

Date: December 15, 2022

To: Finance

From: Kevin Gray, Deputy Public Works Director

Re: Requisition 2300303

G & S Good Environmental will be placing monitoring wells at the fuel site to determine the amount of contaminated soil was that under the sumps that had leaked and have since been replaced.

Per the FDEP, we need to test for contamination to determine if any soil excavation and replacement is necessary.

G & S is working in conjunction with JSR Enterprises, our fuel site contractor, for this process and will be supervising this process and also providing documentation of the findings and recommendations for submittal to the FDEP.



G&S Good Environmental, Inc.

Consultants In: Phase I & II Environmental Site Assessments • Soil & Groundwater Testing
Tank Closure • Asbestos Surveys • Indoor Air Quality • Contamination Assessments

The City of Ormond Beach
500 North Orchard Street
Ormond Beach, FL 32174

October 10, 2022

Reference: **PROPOSAL FOR SITE ASSESSMENT**
Fueling System (Diesel Dispenser)
500 North Orchard Street
Ormond Beach, Florida
G&S Proposal No. 2022GS-3693

Dear Ms. Christine Jarrell:

G&S Good Environmental, Incorporated (G&S) is pleased to provide our cost estimate to complete a Site Assessment Report for the referenced property. The purpose of this investigation is to determine if the documented soil contamination has naturally attenuated and the groundwater at the facility has not been impacted. The purpose of the Site is also to determine if the petroleum discharge can receive a "no further action".

SCOPE OF WORK

G&S proposes to complete the following scope of work as part of this investigation:

- G&S will install four shallow groundwater monitor wells (4 wells @ 12 feet). The wells will be installed using the direct push drilling method. All wells will include man-hole covers.
- G&S will collect groundwater samples from the newly installed monitor wells. The groundwater samples will be collected in accordance with Florida Department of Environmental Protection (FDEP) protocol.
- G&S will submit the groundwater samples to an FDEP - approved laboratory where they will be analyzed by Environmental Protection Agency (EPA) Method 8260, 8270, EDB, Total Lead and FI-Pro in accordance with FDEP Chapter 62-770 FAC, "Petroleum Contamination Site Cleanup Criteria".
- G&S will collect soil samples from four auger boring locations for screening in the field using an Organic Vapor Analyzer (OVA). The OVA is useful for detecting petroleum vapors in the headspace of a soil sample container to a lower limit of one part per million (ppm). G&S will collect one soil analytical sample at the dispenser location. The sample will be analyzed by EPA Method 8260, 8270, FI-Pro.
- G&S will prepare a Site Assessment Report.

SCHEDULE

G&S can mobilize to the site within one week of receiving authorization. Our laboratory costs are based upon a standard turn-around-time of 7 working days. Therefore, we anticipate four weeks for project completion and report submittal.

PROPOSAL

G&S proposes to conduct the Site Assessment in accordance with our General Conditions and the attached cost estimate (Exhibit I).

Please note this proposal is presented in a phased approach and the strategy behind each task is based upon the anticipated results of the preceding tasks. If the results are greatly different than anticipated, we may revise our approach as the project progresses. If this occurs, we will meet with you to discuss any changes in scope.

G&S greatly appreciates providing our services to you on this project. Please feel free to call me at (386) 679-7133 with any questions or comments.

G&S Good Environmental, Inc.

A handwritten signature in black ink, appearing to read "Bill W. Good".

Bill W. Good, PG
Professional Geologist

EXHIBIT 1

Scope of Services
500 North Orchard Street, Ormond Beach, Florida
G&S Proposal No. 2022GS-3693

TASK	QUANTITY	UNIT	COST PER UNIT	TOTAL COST
FIELD WORK				
<u>Monitor Well Installation</u>				
Installation of monitoring wells	1	each	\$4,780.00	\$4,780.00
Field Technician	30	hours	\$65.00	\$1,950.00
Sampling equipment, tubing, sampling meters	1	each	\$225.00	\$225.00
Mobilization	1	each	\$325.00	\$325.00
OVA Rental & Core Machine	1	day	\$425.00	\$425.00
Project Geologist- Field	12	hours	\$85.00	\$1,020.00
LABORATORY ANALYSIS (Kerosene Analytical Group)				
<u>Groundwater & Soil</u>				
EPA Method 8270, Total Lead, 8260, FL-Pro	5	each	\$225.00	\$1,125.00
REPORT PREPARATION				
Professional Engineer/Geologist	5	hours	\$175.00	\$875.00
Project Geologist	40	hours	\$150.00	\$6,000.00
CADD Draftsman	8	hours	\$55.00	\$528.00
Technical Secretary	4	hours	\$45.00	\$180.00
Total:				\$17,433.00



Purchase Order

Fiscal Year 2023

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230240**

Delivery must be made within doors of
specified destination.

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G&S GOOD ENVIRONMENTAL, INC
4390 SOUTH RIDGEWOOD AVENUE
PONCE INLET, FL 32127
Email: BILL@GOODENVIRO.COM

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Fleet
500 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
386-679-7133				2300303			
Date Ordered	Vendor Number	Date Required		Freight Method/Terms		Department/Location	
12/15/2022	2797					TRANSPORTATION	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	TESTING AND CALIBRATION SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	Labor & materials necessary to install monitoring wells in accordance with FDEP. Commodity Code: 99287			1.0	EACH	\$17,433.00	\$17,433.00
	Underground Leak Testing Services						

VENDOR COPY

Total Ext. Price	\$17,433.00
PO Total	\$17,433.00



Purchase Order

Fiscal Year 2023

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230515**

Delivery must be made within doors of
specified destination.

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G&S GOOD ENVIRONMENTAL, INC
4390 SOUTH RIDGEWOOD AVENUE
PONCE INLET, FL 32127
Email: BILL@GOODENVIRO.COM

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Fleet
500 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
386-679-7133				2300604			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
06/07/2023	2797					TRANSPORTATION	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	TESTING AND CALIBRATION SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	Labor & materials necessary to install monitoring wells in accordance with FDEP. Commodity Code: 99287 Underground Leak Testing Services			1.0	EACH	\$14,301.00	\$14,301.00

VENDOR COPY

Total Ext. Price	\$14,301.00
PO Total	\$14,301.00



Purchase Order

Fiscal Year 2023

Page: 1 of: 1

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230451**

Delivery must be made within doors of
specified destination.

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G&S GOOD ENVIRONMENTAL, INC
4390 SOUTH RIDGEWOOD AVENUE
PONCE INLET, FL 32127
Email: BILL@GOODENVIRO.COM

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Fleet
500 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference		
386-679-7133				2300553				
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location		
04/24/2023	2797					TRANSPORTATION		
Item#	Description/PartNo				QTY	UOM	Unit Price	Extended Price
	TESTING AND CALIBRATION SERVICES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading							
1	Testing from monitoring wells. Commodity Code: 99287 Underground Leak Testing Services				1.0	EACH	\$3,897.00	\$3,897.00

VENDOR COPY

Total Ext. Price \$3,897.00
PO Total \$3,897.00

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.H
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Quality of Life - Other			
Department:	Leisure Services			
Subject:	Auto Renew Contracts for Miscellaneous Crafts & Trades Services- As Needed			
Budget Impact:	The Fund 317 - Facilities Renewal and Replacement Fund Fiscal Year 2022-2023 Budget includes funds for various Miscellaneous Crafts and Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. Larger trade projects, in excess of \$25,000, do not fall under these contracts and would be bid separately and brought to the City Commission for approval.			
Summary:	This item requests approval to auto-renew the Power Washing and Emergency Removal & Repair Shade Structure contracts.			
Recommended Action:	Staff's intent is to auto-renew the agreements for the contractors listed above for an additional one-year period, unless otherwise directed by the City Commission.			
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279			
Approval:				
Kelly McGuire, Finance Director		6/30/2023		
Claire Whitley, Assistant City Manager		7/7/2023		
Joyce Shanahan, City Manager		7/7/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Robert Carolin, Leisure Services Director
Date: July 18, 2023
Subject: Auto Renew Contracts for Miscellaneous Crafts & Trades Services- As Needed

Commission Goal: Quality of Life - Other

Introduction

This is notification of staff's intent to allow the contracts for "Miscellaneous Crafts & Trades Services - As Needed" for Emergency Removal & Repair of Shade Structures and Pressure Washing/Power Washing Services to auto-renew for one additional year.

Background

The City Commission authorized, through Resolution No. 2022-65, the execution of an agreement with the following firms and the associated category of work:

1. Bill Kooy Pressure Cleaning. (Pressure Washing/Power Washing)
2. Medley Sports Construction (Emergency Removal & Repair of Shade Structures)

The contracts state that the agreement will be automatically renewed for additional one (1) year periods, not to exceed four (4) additional one-year periods, unless either party provides at least sixty (60) days prior written notice to the other party of their intent not to renew the agreement. This will be the first auto-renewal of these agreements.

Discussion

The listed contractors have continually provided satisfactory craft and trade work for the City of Ormond Beach and it is staff's intent to auto-renew their contracts for one additional year effective July, 2023, respectively.

Budget Impact

The Fund 317 - Facilities Renewal and Replacement Fund Fiscal Year 2022-2023

Budget includes funds for various Miscellaneous Crafts and Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. Larger trade projects, in excess of \$25,000, do not fall under these contracts and would be bid separately and brought to the City Commission for approval.

Citizen Impact

By having a miscellaneous crafts and trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, which is beneficial in providing quality and consistent services for residents.

Recommendation

Staff's intent is to auto-renew the agreements for the contractors listed above for an additional one-year period, unless otherwise directed by the City Commission.

Attachments:

Approvals:



Kelly McGuire, Finance Director

Date: June 30, 2023



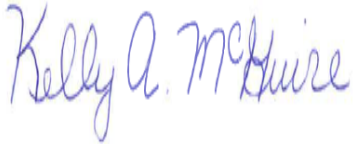
Claire Whitley, Assistant City Manager

Date: July 07, 2023



Joyce Shanahan, City Manager

Date: July 07, 2023

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.I
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Water Quality & the Environment - Other			
Department:	Public Works - Utilities Management			
Subject:	Intent to Bid - Water Reclamation Facility (WRF) Upgrades			
Budget Impact:	This project was included in the budget of Fund 409 Water and Wastewater Capital Fund (Renewal and Replacement) during the Fiscal Year 2022-2023.			
Summary:	This item provides notice of the City's intent to issue an invitation to bid for the Water Reclamation Facility (WRF) Upgrades, Bid Number 2023-28, aimed at rehabilitating and improving the operation of the water reclamation facility.			
Recommended Action:	Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.			
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305			
Approval:				
Kelly McGuire, Finance Director		6/30/2023		
Claire Whitley, Assistant City Manager		7/7/2023		
Joyce Shanahan, City Manager		7/13/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Bob Preis, Utilities Manager
Date: July 18, 2023
Subject: Intent to Bid - Water Reclamation Facility (WRF) Upgrades
Commission Goal: Water Quality & the Environment - Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Water Reclamation Facility (WRF) Upgrades, Bid Number 2023-28.

Background

Mead & Hunt was awarded a contract for design services by the City Commission in June of 2021 to implement improvements identified in the recently completed "WRF Condition Assessment Report". The assessment report evaluated the physical condition of plant equipment and maintenance procedures, and provided recommendations to improve the functionality of the processes at the WRF.

Discussion

Mead & Hunt prepared plans and specifications aimed at rehabilitating and improving the operation of the water reclamation facility (WRF). Included in this project are plans and specifications for the following process components:

- Rehabilitation of the Sludge Building - The sludge building is a component in the process of removing the Waste Activated Sludge (WAS) from the WRF. In order to remove the sludge in an economical manner, the sludge must be conditioned and dewatered as much as possible. This in turn reduces the amount of truck loads being sent to the landfill. The proposed improvements are aimed at replacing pumps that are beyond their intended life span, improving access conditions to equipment for maintenance staff, and also adding new pipes with valves to improve operator control of the sludge process.
- Polymer Tank Improvements - The addition of polymer to the WAS adds an electromagnetic charge to the solid material, which in turn increases the affinity of the sludge to bind together, creating larger spheres. This helps with the overall

liquid solid separation process and thereby reduces the amount of solid handling trucks required. The proposed improvements add an additional tank for storage along with additional piping to improve reliability to the polymer system.

- Post Anoxic Mixer Installation - Currently the WRF's anoxic tank has two mixers on one side of the tank (for the first process train), but only has one mixer on the other side of the tank (for the second process train). The proposed improvement will install an additional mixer within the existing secondary process train tank so that both process trains will have matching equipment. This will in turn improve operation and treatment efficiencies.

Completion of these improvements will reduce overall plant maintenance requirements and improve compliance with state regulations.

Budget Impact

This project was included in the budget of Fund 409 Water and Wastewater Capital Fund (Renewal and Replacement) during the Fiscal Year 2022-2023.

Citizen Impact

Maintenance of the WRF components is required in order for the City to remain in compliance with its Florida Department of Environmental Protection (FDEP) Operation Permit. In addition, continuous operation of the WRF is crucial to the City's residents who rely on the City's wastewater utility.

Recommendation

Staff intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.

Attachments:

1. WRF Upgrades Bid Set Plans 8x11 050323
2. WRF Upgrades Bid Manual

Approvals:



Kelly McGuire, Finance Director

Date: June 30, 2023



Claire Whitley, Assistant City Manager

Date: July 07, 2023

Joyce Shanahan

Joyce Shanahan, City Manager

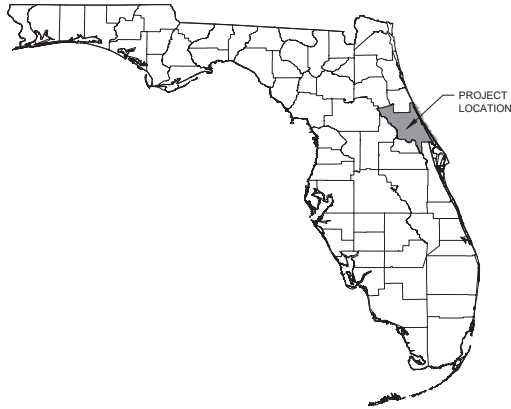
Date: July 13, 2023

CITY OF ORMOND BEACH

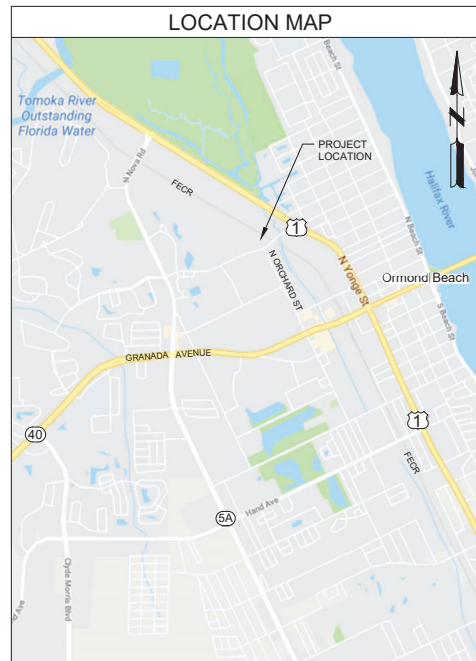
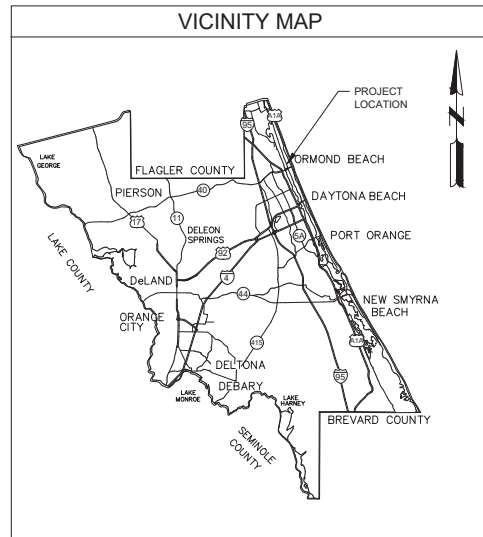
WRF UPGRADES
501 N. ORCHARD STREET
ORMOND BEACH, FL 32174

BID #: 2023-28

BID SET
MAY 2023



VOLUSIA COUNTY



SHEET INDEX

SHEET NUMBER	SHEET TITLE
G-001	COVER SHEET
G-002	LEGEND AND ABBREVIATIONS
G-003	GENERAL NOTES
C-101	OVERALL SITE PLAN & PROJECT LOCATION
C-501	SITE DETAILS
MD121	SLUDGE BUILDING EXISTING CONDITIONS AND DEMOLITION PLAN
MD122	SLUDGE BUILDING EXISTING CONDITIONS AND DEMOLITION SECTION VIEWS
M-121	SLUDGE BUILDING REHABILITATION PLAN
M-122	SLUDGE BUILDING REHABILITATION PLAN
M-123	SLUDGE BUILDING REHABILITATION SECTIONS
M-125	BRIDGE CRANE
M-129	LOUVERS, DOOR AND WINDOW SCHEDULES
M-130	POLYMER BUILDING DEMO AND IMPROVEMENTS PLAN
M-140	POST ANOXIC MIXER
E-001	LEGEND AND NOTES
E-120	SLUDGE BUILDING ELECTRICAL
E-122	SLUDGE BUILDING ELECTRICAL
E-130	BULK POLYMER TANKS ELECTRICAL
E-140	POST ANOXIC REACTOR ELECTRICAL

CITY OFFICIALS

BILL PARTINGTON	MAYOR
JOYCE SHANAHAN	CITY MANAGER
COMMISSIONERS:	
DWIGHT SELBY	ZONE 1
TROY KENT	ZONE 2
SUSAN PERSIS	ZONE 3
ROB LITTLETON	ZONE 4

PROJECT TEAM:

PROJECT DESIGN PROFESSIONAL:

MEAD & HUNT, INC.
CONTACT: KRIS SAMPLES, P.E.
2203 N. LOIS AVE, STE. 225
TAMPA, FL 33607
PHONE: 813-210-8743

ELECTRICAL ENGINEER:

MEAD & HUNT, INC.
CONTACT: KEFF S. KURELLA, P.E.
2203 N. LOIS AVE, STE. 225
TAMPA, FL 33607
PHONE: 813-210-8744

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CITY OF ORMOND BEACH
WRF UPGRADES

501 N. ORCHARD STREET
ORMOND BEACH, FL 32174

ISSUED
05/2023 BID SET

NOT FOR CONSTRUCTION

WMA: 1000714-211172.01
DATE: May 2023
DESIGNED BY: KS
DRAWN BY: SEM - CJ
CHECKED BY: MS
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.

G-001



Know what's below.
Call before you dig.

GENERAL PROJECT REQUIREMENTS

1. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
2. THE OWNER OR ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
3. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF DAMAGED EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
5. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR THAT IS IN THE VICINITY THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK; THE REMOVAL OF OR DESTRUCTION OF WHICH IS NOT CALLED FOR BY THE PLANS. WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES OF THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR AT NO COST TO THE OWNER.
6. THE CONTRACTOR SHALL PROVIDE FORTY EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
7. ALL UTILITY OUTAGES SHALL BE COORDINATED WITH AND APPROVED BY THE SUPERINTENDENT OF THE DEPARTMENT AFFECTED, PRIOR TO OUTAGE.
8. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO ENSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE PLANT STAFF, GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC OR PLANT STAFF EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
9. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EFFECTIVE DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION AND RESTORATION. TEMPORARY PROVISIONS SHALL BE MADE TO INSURE THE PROPER FUNCTIONING OF ALL GUTTERS, SEWER INLETS AND DRAINAGE DITCHES. EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE.
11. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SOODED TO MATCH EXISTING SPECIES AND VARIETY OF GRASS. PIPE INSTALLATION UNIT PRICE SHALL INCLUDE RESTORATION AND SOODING TO EQUAL OR BETTER CONDITION.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT THE CONTRACTOR'S EXPENSE TO PROVIDE THE ENGINEER WITH CERTIFIED "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC NORTHINGS & EASTINGS AND VERTICAL ELEVATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE INSTALLED.
13. ALL JOINTS SHALL BE RESTRAINED.
14. NO FLANGED PIPE SHALL BE INSTALLED UNDERGROUND UNLESS SPECIFICALLY NOTED ON PLAN OR IN SPECIFICATIONS.
15. PIPE BEDDING SHALL BE CLASS 1 SOIL COMPACTED IN 8" LAYERS TO A HEIGHT OF 18" ABOVE PIPE. 12" LAYERS ARE ACCEPTABLE FROM 18" ABOVE PIPE TO FINISH GRADE, COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY. 95% FOR PAVED. (AASHTO-T-190) PIPE TO BE LAID ON FIRM FOUNDATION.
16. COMPACTION TEST TO BE TAKEN AT POINTS ONE (1) FOOT ABOVE PIPE AND TWO (2) FOOT VERTICAL INTERVALS TO FINISH GRADE AND AT HORIZONTAL SPACING OF THREE HUNDRED (300) FEET
17. ADEQUATE EXCAVATION, SHEETING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
18. PROVISIONS FOR DEWATERING SHALL BE MADE TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING INSTALLED.
19. LENGTHS OF PIPE ARE APPROXIMATE ONLY AND EXACT LENGTHS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
20. PAVEMENT OVERLAY PRONGS SHALL INCLUDE VALVE BOX AND MANHOLE ADJUSTMENT AND PAVEMENT RE-STRIPING.
21. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. ALL COUNTY LOCATES SHALL BE THROUGH THE ENGINEER'S REPRESENTATIVE.
22. IN AREAS WHERE PIPELINE INSTALLATION WILL DISTURB EXISTING SWALES, TOPO ELEVATIONS WILL BE REQUIRED AT 50 FT. INTERVALS AT LEAST 2 WEEKS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE SURVEYS WILL BE BY A FLORIDA REGISTERED SURVEYOR AND ARE SUBJECT TO APPROVAL BY THE ENGINEER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
23. MAINTAIN MINIMUM VERTICAL & HORIZONTAL CLEARANCES AS SHOWN IN STD. DETAILS. CONCRETE ENCASE WHERE CLEARANCES CANNOT BE MET.
24. CONTRACTOR SHALL MAKE PROVISIONS TO MAINTAIN DUST CONTROL ON A DAILY BASIS WITH STREETSWEPPER.
25. A SIGNED, SEALED, AND DATED LETTER FROM A SOILS ENGINEER OR ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIAL MUST BE SUBMITTED TO THE OWNER PRIOR TO FILLING.
26. NO BURYING OF ANY ORGANIC MATERIALS IS PERMITTED.
27. ANY BURNING OF ANY MATERIALS ON-SITE MUST BE APPROVED AND

- PERMITTED BY THE FIRE MARSHALL. A PERMIT MUST BE OBTAINED ON A DAILY BASIS PRIOR TO THE DAY OF THE ANTICIPATED BURNING.
28. ALL FILLING TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 95% PER AASHTO T-180 FOR PAVED AREAS AND 95% FOR UNPAVED AREAS.
29. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
30. AT A MINIMUM, STOCKPILES THAT WILL REMAIN IN PLACE IN EXCESS OF 20 DAYS, SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
31. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES, IN ACCORDANCE WITH THE S.W.P.P.P.
32. UPON COMPLETION OF EACH PORTION OF A PROJECT WITHIN A PHASE OF THE PROJECT, SOODING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE.
33. ONCE AN AREA IS SOODED, IT MUST BE MAINTAINED AND PROTECTED TO ALLOW THE GRASS TO GROW.
34. CONTRACTOR SHALL BE REQUIRED TO COMPLETE UTILITY CONNECTIONS TO EXISTING FACILITIES THAT REQUIRE "SHUTDOWNS" DURING NIGHTTIME HOURS AFTER 11:00 P.M. AND TO COORDINATE SUCH WORK WITH THE OWNER.
35. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND ENSURE APPROPRIATE DATUM IS BEING UTILIZED.

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH'S ENGINEERING DIVISION AT 676-3269 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH'S ENGINEERING DIVISION 676-3269 WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY'S ENGINEERING DIVISION PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES.
12. SEEDING OR SOODING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH ENGINEERING DIVISION.

Mead & Hunt

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Port Orange, FL 32127
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CITY OF ORMOND BEACH

WRF UPGRADES

501 N. ORCHARD STREET
ORMOND BEACH, FL 32724

ISSUED
05/2023 BID SET

NOT FOR CONSTRUCTION

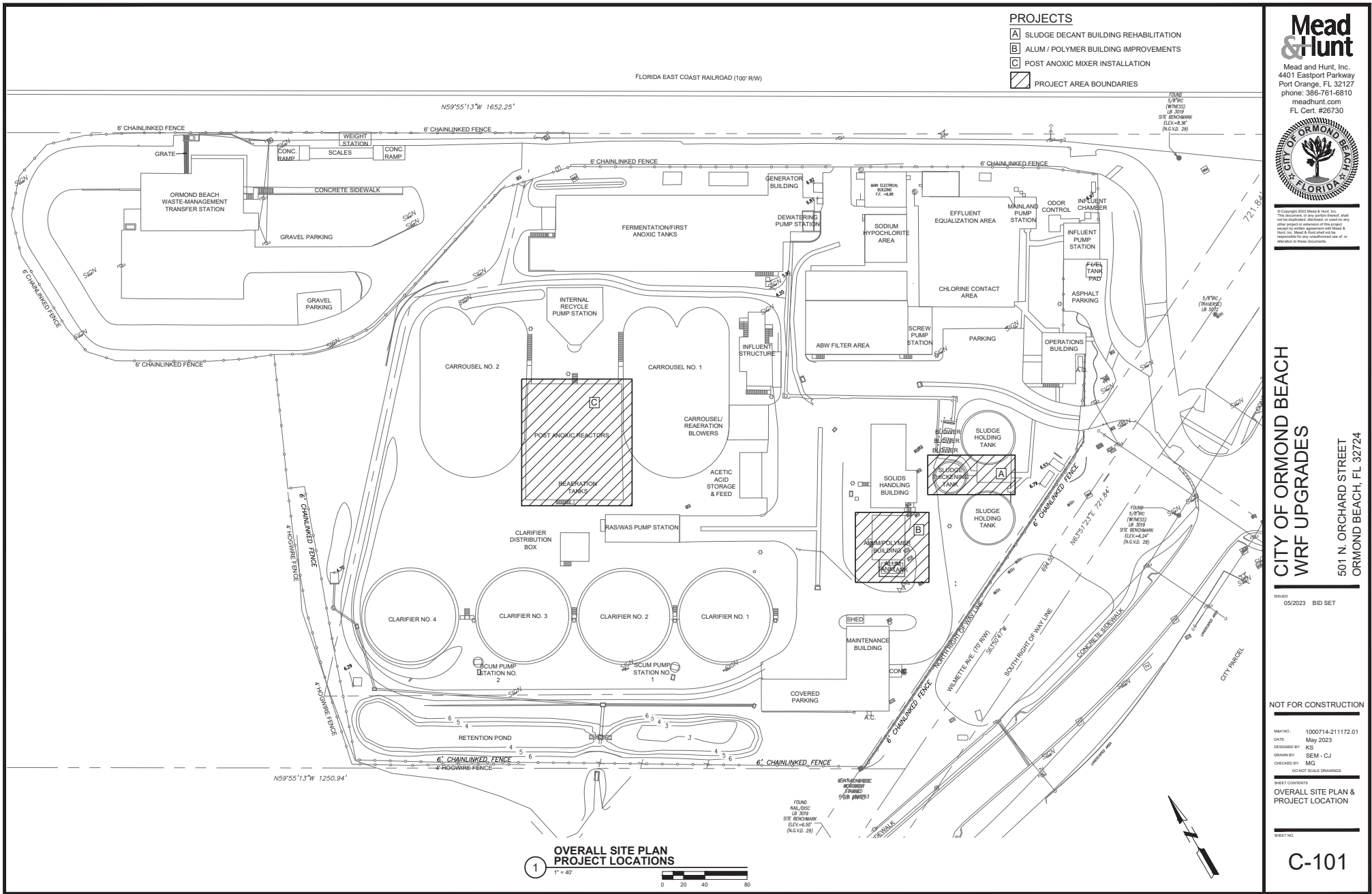
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DATE: May 2023
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DRAWN BY: SEM - CJ
CHECKED BY: MS
DO NOT SCALE DRAWINGS

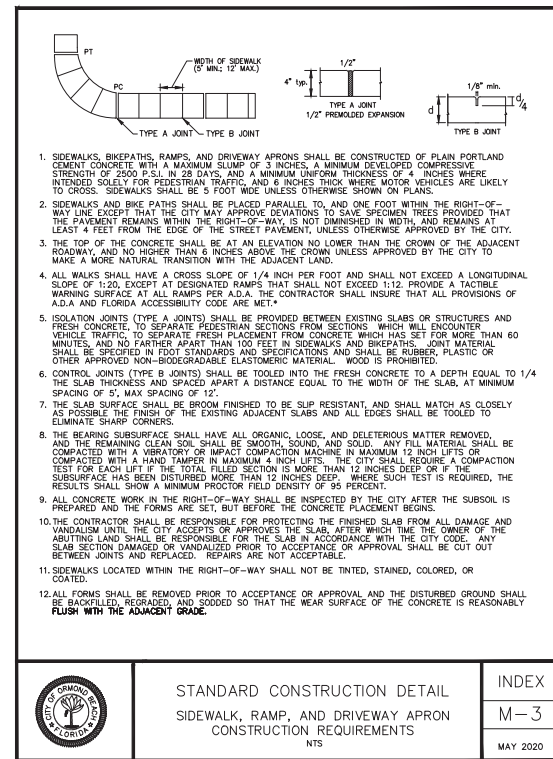
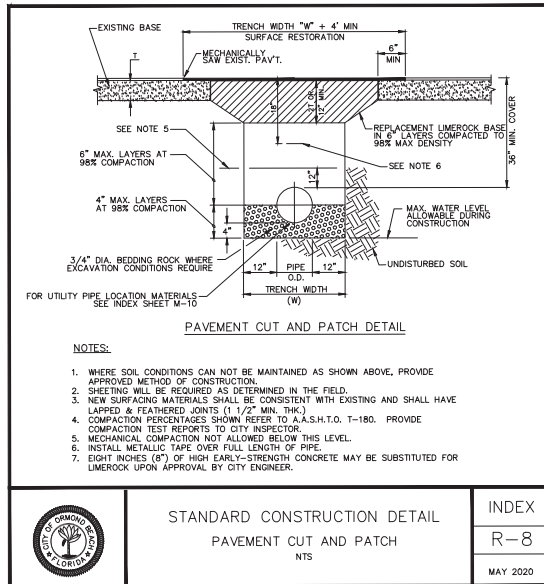
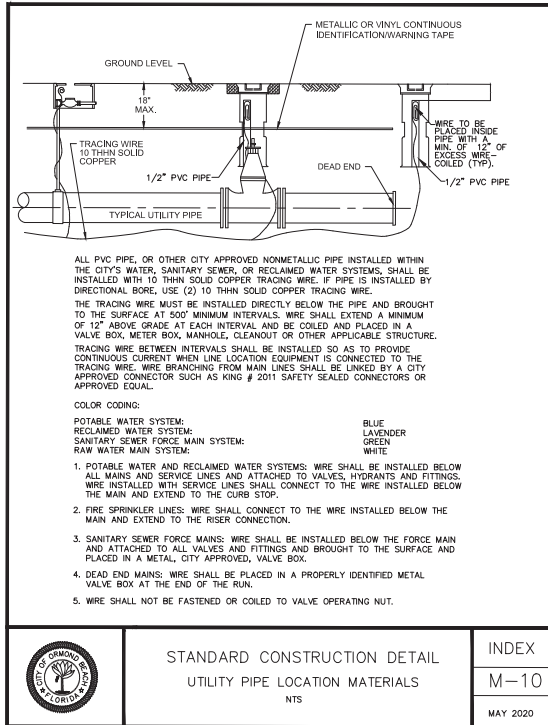
SHEET CONTENTS
GENERAL NOTES

SHEET NO.

G-003

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Mead & Hunt, Inc.
 4401 Eastport Parkway
 Port Orange, FL 32127
 phone: 386-761-6810
 meadhunt.com
 FL Cert. #267330

CITY OF ORMOND BEACH
 WRF UPGRADES
 501 N. ORCHARD STREET
 ORMOND BEACH, FL 32724

ISSUED
 05/2023 BID SET

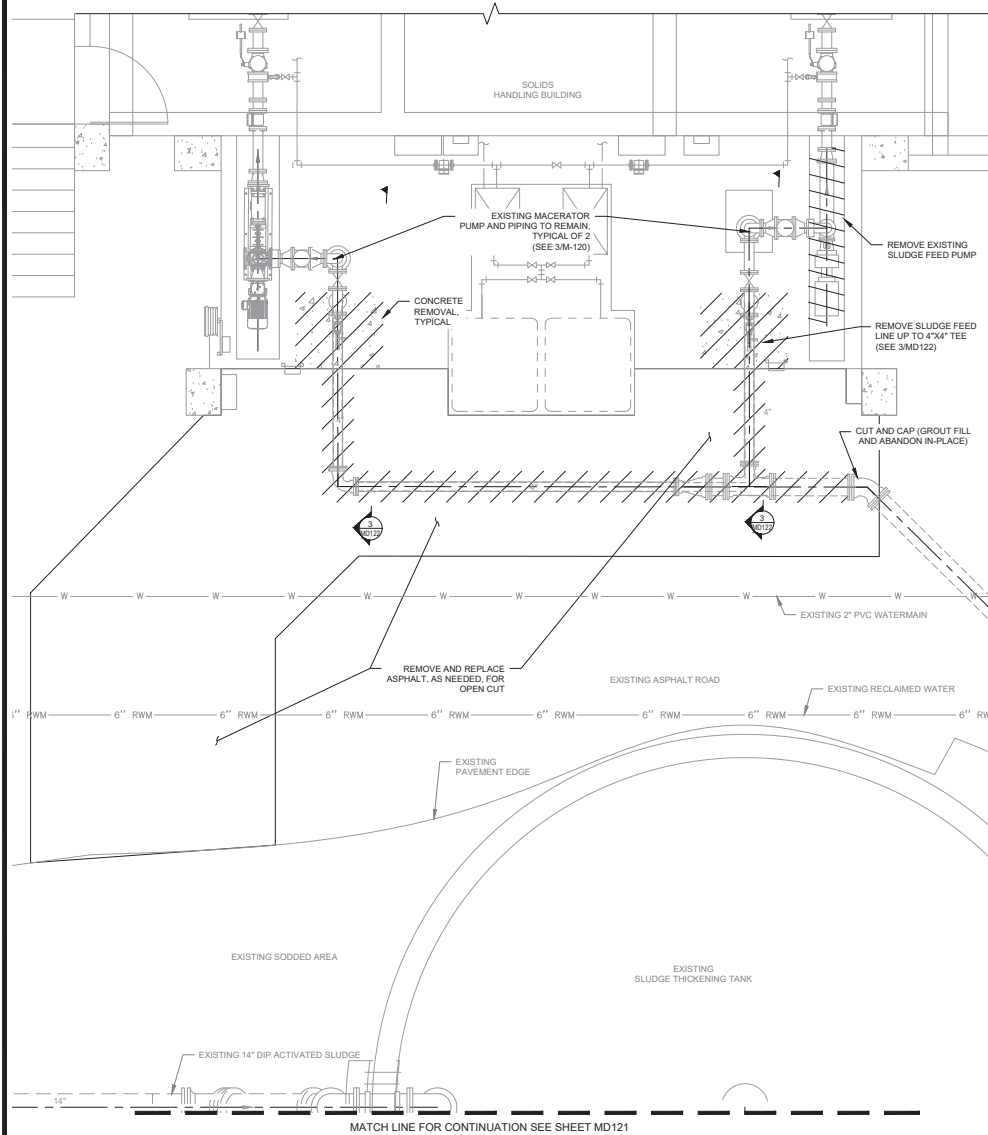
NOT FOR CONSTRUCTION

MAYNO: 1000714-211172.01
 DATE: May 2023
 DESIGNED BY: KS
 DRAWN BY: SEM - CJ
 CHECKED BY: MS
 DO NOT SCALE DRAWINGS

SHEET CONTENTS
 SITE DETAILS

SHEET NO.
C-501

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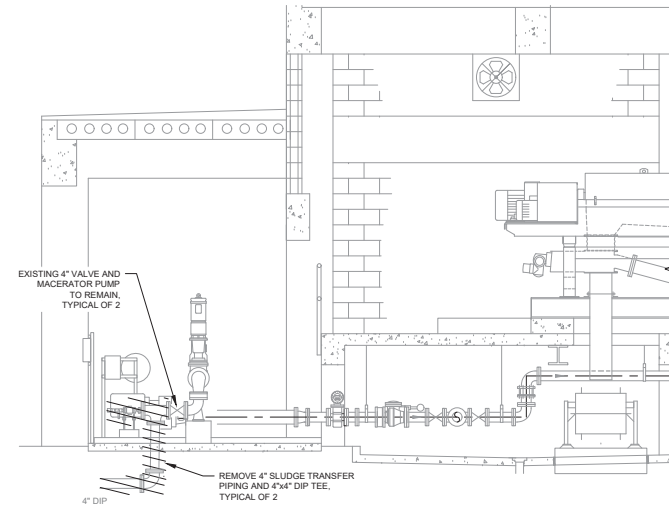
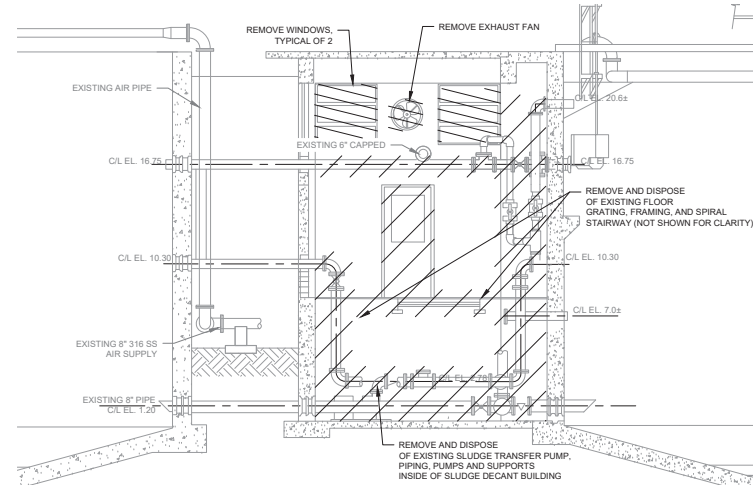


NOTES:

1. SEE SHEET MD121 FOR DEMOLITION NOTES.

LEGEND:

- 6" RWM RECLAIMED WATER
- W WATER



Mead & Hunt

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CITY OF ORMOND BEACH
WRF UPGRADES

501 N. ORCHARD STREET
ORMOND BEACH, FL 32724

ISSUED
05/2023 BID SET

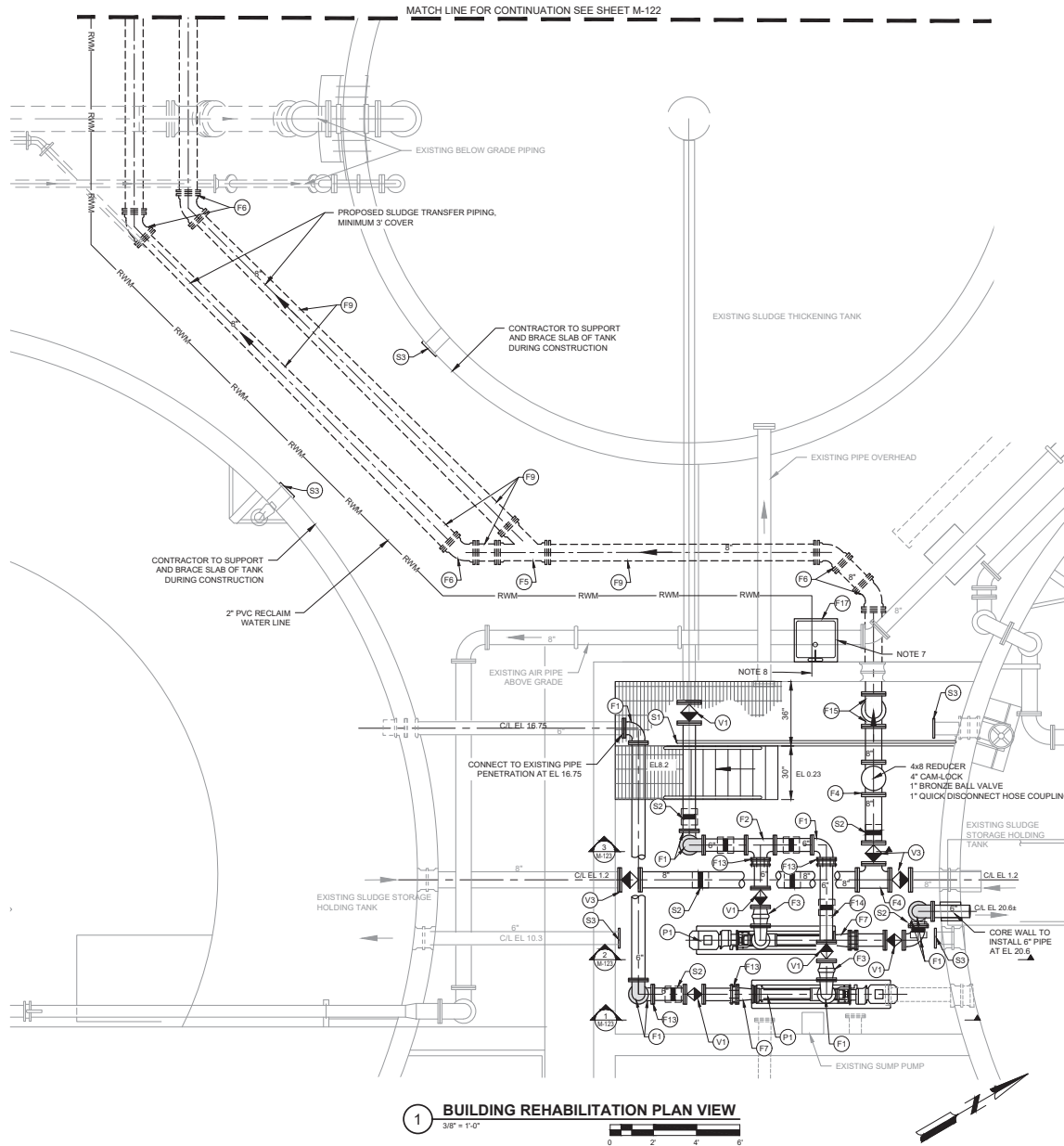
NOT FOR CONSTRUCTION

WMH NO. 1000714-211172.01
DATE May 2023
DESIGNED BY KS
DRAWN BY SEM - CJ
CHECKED BY MGS
DO NOT SCALE DRAWINGS

SHEET CONTENTS
SLUDGE BUILDING
EXISTING
CONDITIONS AND
DEMOLITION SECTION
VIEWS

MD122

X:\100074\101172\01\TECH\DWG\SM-121 SLUDGE BUILDING REHABILITATION.DWG
5/12/2023 10:47:28 AM



NOTES:

1. CONTRACTOR TO VERIFY THE EXISTING PIPING ELEVATIONS AND LOCATIONS AND TO ADJUST PUMP AND FITTING LOCATIONS AS NECESSARY.
2. INTERIOR AND EXTERIOR OF BUILDING SHALL BE PRESSURE WASHED & COATED PER SHEET M-129.
3. PIPING & PUMPS TO BE PAINTED WITH PER SPEC 059000.
4. REMOVE ALL ELECTRICAL CONDUIT AND WIRING TO SOURCE AND RUN NEW CONDUIT AND WIRING TO CONTROL PANELS AND PUMPS.
5. ALL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
6. INSTALL STAINLESS STEEL SINK MOUNTED TO WALL WITH STAINLESS STEEL FAUCET, 24"x24"x14" DEEP, MODEL #: T9F252979. 2" SCH 80 PVC DRAIN CONNECT TO DRAIN IN BUILDING.
7. CONNECT PROPOSED 2" RECLAIM TO PROPOSED HOSE AND SINK.

KEYED NOTES:

- (S1) PROPOSED ALUMINUM WALKWAY, OHSMA 60° SLOPE STAIRWAY, AND HANDRAIL
- (S2) 316 STAINLESS STEEL PIPE SUPPORTS
- (S3) CAP EXISTING PIPE

PUMPS AND PUMP FITTINGS

- (P1) PROPOSED PROGRESSIVE CAVITY PUMP 300 USGPM - 5 PSI - 6.6 HP
- (P2) PROPOSED PROGRESSIVE CAVITY SLUDGE FEED PUMP - 150 GPM - 35 PSI - 10 HP
- (V1) 6" PLUG VALVE
- (V2) NOT USED
- (V3) 8" FL PLUG VALVE
- (V4) 8" PLUG VALVE
- (V5) 8" GATE VALVE
- (V6) 4" GATE VALVE
- (F1) 6" FL 90° D.I. BEND
- (F2) 6" FL D.I. TEE
- (F3) 6" FLEX COUPLING
- (F4) 8" FL D.I. TEE
- (F5) 8" MJ D.I. WYE
- (F6) 8" MJ 45° D.I. BEND
- (F7) 6"x5" D.I. REDUCER
- (F8) 8" CLEAN-OUT AND FLUSH CONNECTION
- (F9) 8" C-800 PVC PIPE
- (F10) 8" PVC TEE
- (F11) 8"x4" PVC REDUCER
- (F12) 8" 90° PVC BEND
- (F13) RESTRAINED ADAPTER COUPLING
- (F14) 6" -12" LONG SPOOL PIECE (FIELD VERIFY LENGTH)
- (F15) 8" FL 90° D.I. BEND
- (F16) 8" MJ D.I. TEE
- (F17) SAMPLE SINK

LEGEND:

— RWM — RECLAIMED WATER

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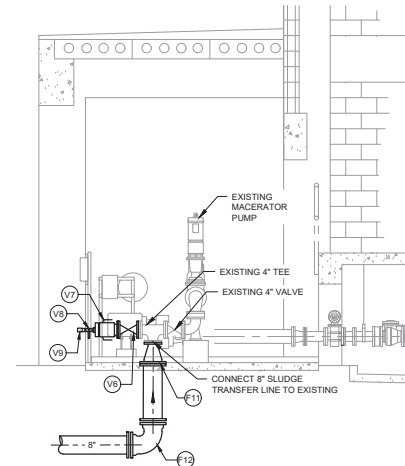
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SHEET CONTENTS
SLUDGE BUILDING
REHABILITATION PLAN

SHEET NO.

M-121



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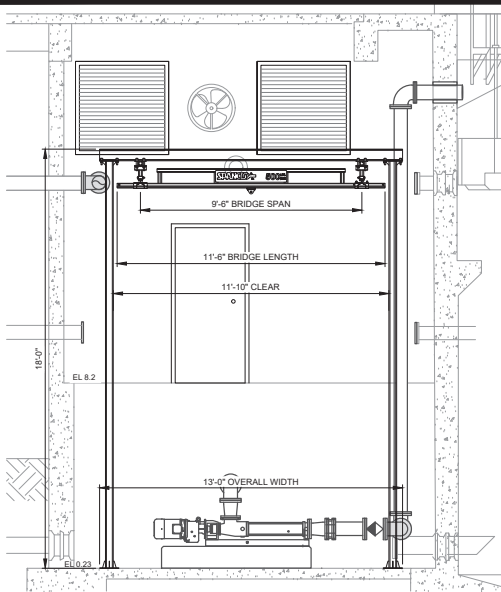
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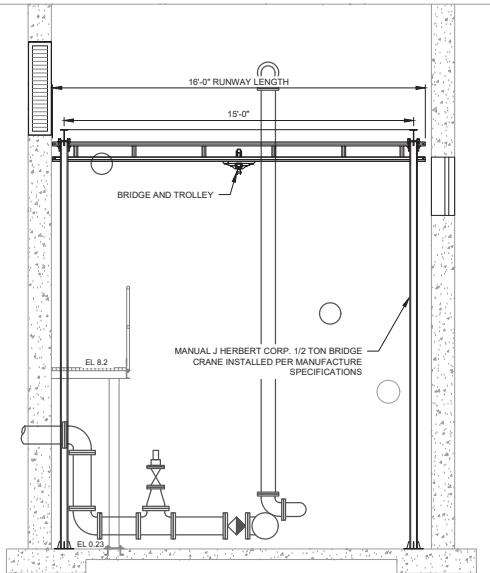
SHEET CONTENTS
BRIDGE CRANE &
SIDEWALK DETAILS

SHEET NO.

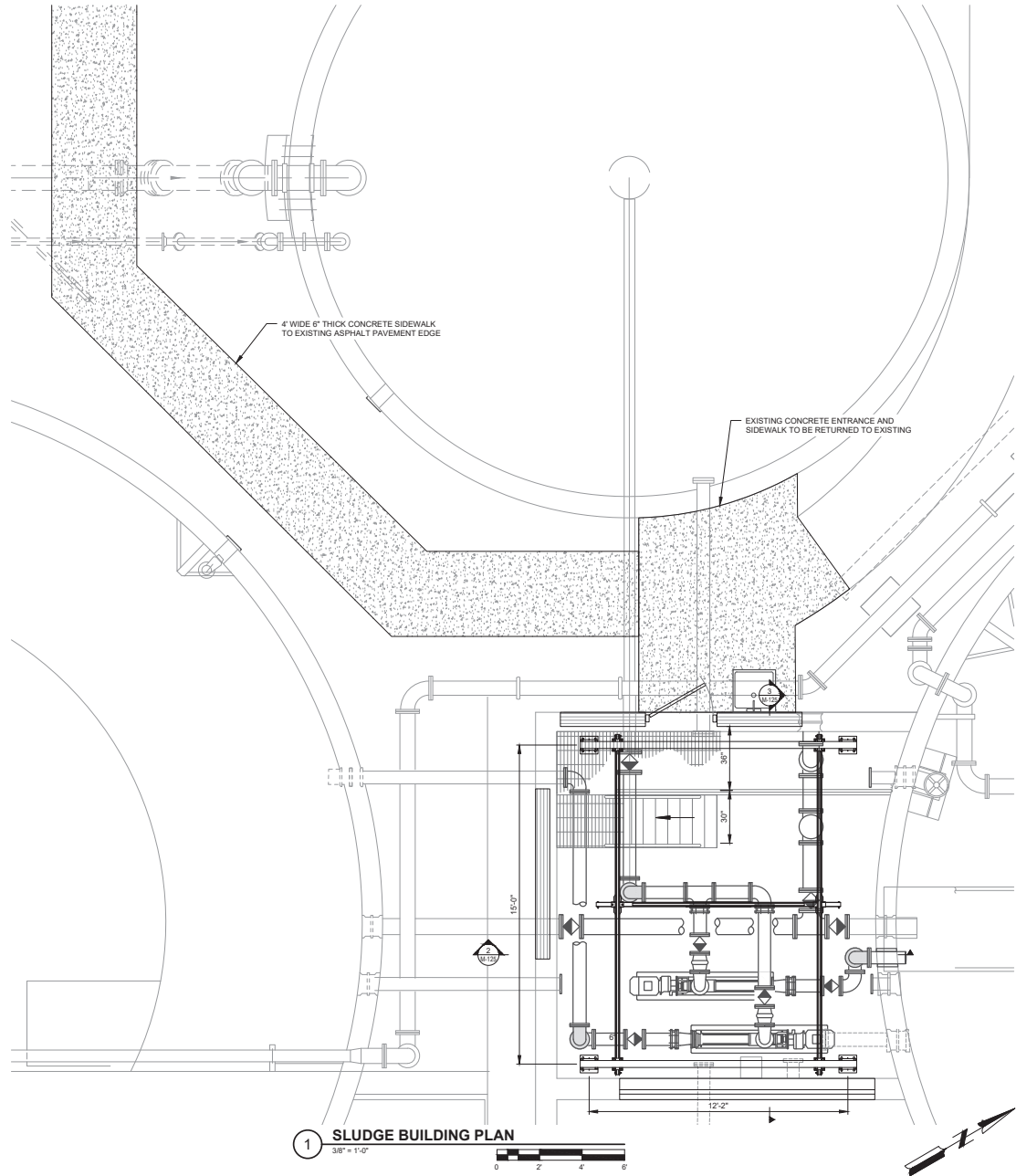
M-125



2 SECTION VIEW
3/8" = 1'-0"

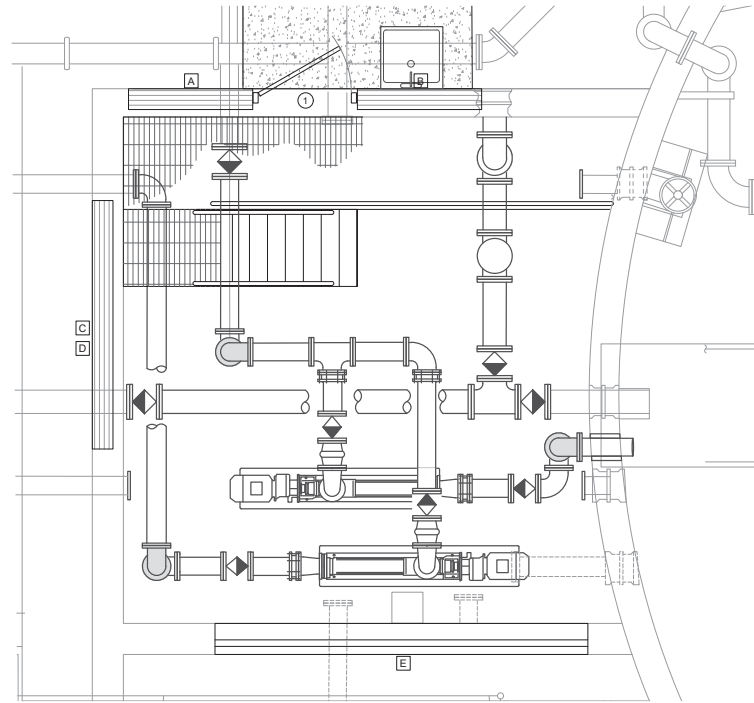


3 SECTION VIEW
3/8" = 1'-0"



1 SLUDGE BUILDING PLAN
3/8" = 1'-0"

X:\100074\101\172\01\TECH\DWG\DWGSM-129 DOOR AND WINDOW.DWG
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1 SLUDGE BUILDING PLAN
1/2" = 1'-0"



ROOM FINISH SCHEDULE					
SPACE	FLOOR	BASE	INTERIOR CMU WALLS	EXTERIOR CMU WALLS	CEILING
SLUDGE BUILDING	PRESSURE WASH & SEAL	NONE	PRESSURE WASH & PAINT	PRESSURE WASH & PAINT	PRESSURE WASH & PAINT

1. REFER TO SPECIFICATIONS SECTION 09900 FOR PAINTING/COATING/SEALING REQUIREMENTS.

WINDOW / LOUVER SCHEDULE				
MARK	TYPE	SIZE	DESCRIPTION	REMARKS
A	LOUVER	4'0"Wx2'0"H	FIXED ALUMINUM	COLOR TO BE BLACK
B	LOUVER	4'0"Wx4'0"H	FIXED ALUMINUM	COLOR TO BE BLACK
C	LOUVER	8'0"Wx4'0"H	FIXED ALUMINUM	COLOR TO BE BLACK
D	LOUVER	8'0"Wx4'0"H	FIXED ALUMINUM	COLOR TO BE BLACK
E	WINDOW	12'0"Wx2'5"H	FIXED STOREFRONT GLASS IN ALUMINUM FRAME	FRAME COLOR TO BE WHITE

ALL WINDOW SYSTEMS AND GLASS TO BE IMPACT RESISTANT IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE 2017 FLA BUILDING CODE.

DOOR SCHEDULE			
MARK	SIZE	DESCRIPTION	REMARKS
1	3'0"x8'8"x1-3/4"	ALUMINUM DOOR WITH BOTTOM LOUVER AND FRAME	KYNAR FINISH - COLOR TO MATCH SHERWIN WILLIAMS SW 6454 "SHAMROCK"

NOTES:

- REFER TO PROJECT SPECIFICATIONS SECTIONS 081116 & 087000 FOR MATERIAL PERFORMANCE STANDARDS, SUBMITTAL REQUIREMENTS AND APPROVED MANUFACTURERS.
- DOORS REQUIRING PANIC HARDWARE SHALL NOT BE EQUIPPED WITH ANY LOCKING DEVICE, SET SCREW OR OTHER ARRANGEMENT WHICH CAN BE USED TO PREVENT THE RELEASE OF THE LATCH WHEN PRESSURE IS APPLIED TO THE BAR.
- ALL HARDWARE SHALL BE A.D.A. AND F.A.C.B.C. COMPLIANT.
- ALL COLORS TO BE SELECTED BY OWNER
- ALL EXTERIOR MATERIALS, PRODUCTS, SYSTEMS, AND FABRICATIONS SHALL COMPLY WITH FLORIDA PRODUCT APPROVAL REQUIREMENTS FOR THEIR INTENDED INSTALLATION

HARDWARE REQUIREMENTS

ALL EXTERIOR DOORS:
1 & 1/2 PAIR HINGES PER LEAF
EXIT DEVICE
CLOSER
FLOOR MOUNTED STOPHOLDER
KICK PLATE
WEATHERSTRIPPING
THRESHOLD

NOTES:

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS, ELEVATIONS, AND DIMENSIONS PRIOR TO CONSTRUCTION.

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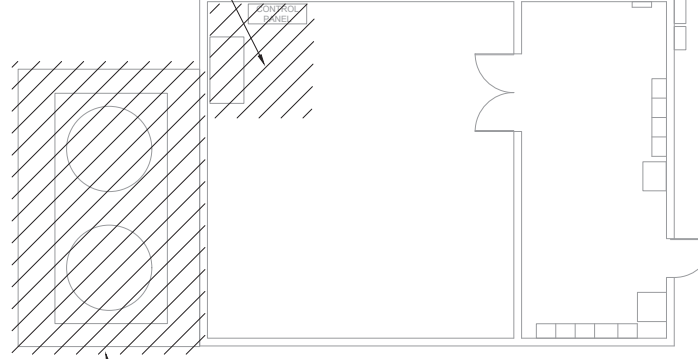
SHEET CONTENTS
LOUVERS, DOOR AND WINDOW SCHEDULES

SHEET NO.

M-129



REMOVE EXISTING ALUM FEED EQUIPMENT, PIPING, AND CONTROL PANEL, REMOVE ELECTRICAL TO SOURCE

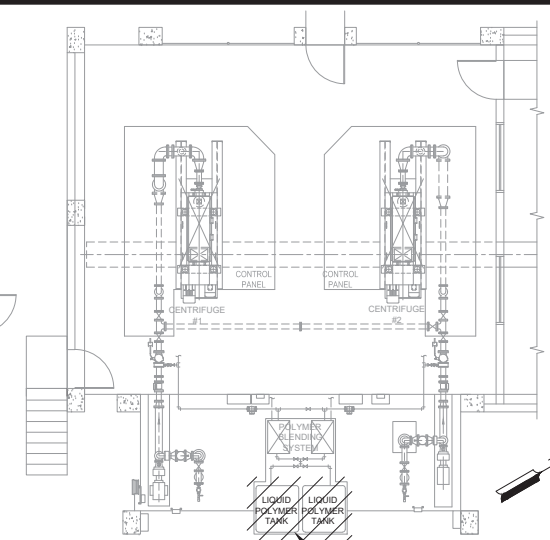


REMOVE AND DISPOSE OF EXISTING CONCRETE PAD AND ALUM TANKS

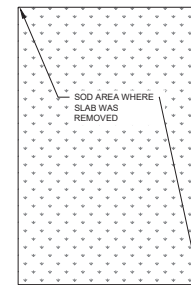


1 EXISTING CONDITIONS AND DEMOLITION PLAN

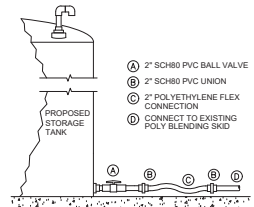
3/16" = 1'-0"



REMOVE EXISTING POLY TOTES, TOTES ARE TO BE PROVIDED BACK TO THE CITY



SOD AREA WHERE SLAB WAS REMOVED



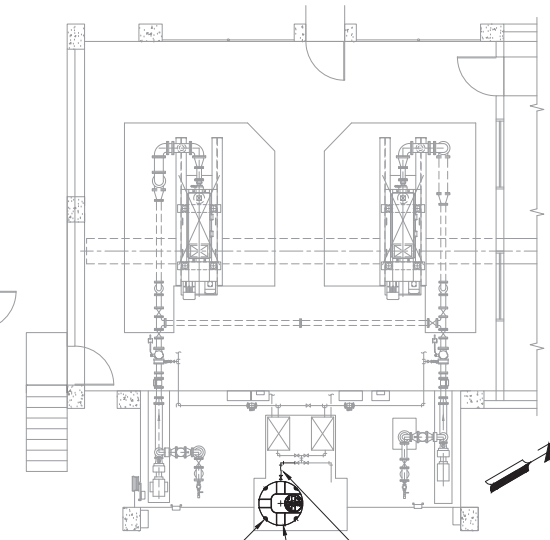
3 TANK CONNECTION DETAIL

NOT TO SCALE

- A 2" SCH80 PVC BALL VALVE
- B 2" SCH80 PVC UNION
- C 2" POLYETHYLENE FLEX CONNECTION
- D CONNECT TO EXISTING POLY BLENDING SKID

2 PROPOSED PLAN

3/16" = 1'-0"



INSTALL CABLE RESTRAINTS TO EXISTING CONCRETE SLAB PER MANUFACTURE SPECS.

CONNECT EXISTING BLENDING SKID TO PROPOSED POLY TANK AS REQUIRED

SNYDER HIGH DENSITY LINEAR POLYETHYLENE DOUBLE WALL POLYMER STORAGE TANK Ø=49" PART NO. 5780102N_01

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SHEET CONTENTS
POLYMER BUILDING
DEMO AND
IMPROVEMENTS PLAN

SHEET NO.

M-130



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SHEET CONTENTS

POST ANOXIC MIXER

SHEET NO.

M-140

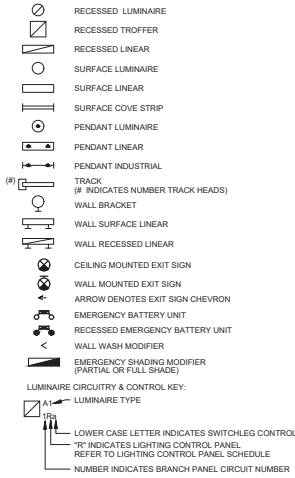


2 ELEVATION VIEW
NOT TO SCALE

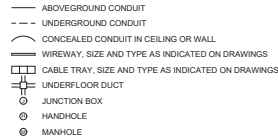
1 **PLAN VIEW**
1/8" = 1'-0"

ELECTRICAL SYMBOL SCHEDULE

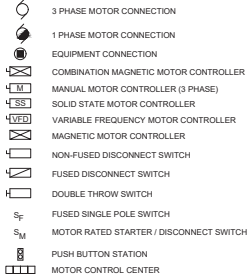
LUMINAIRE SYMBOLS



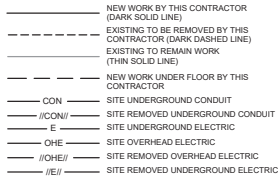
RACEWAYS SYMBOLS



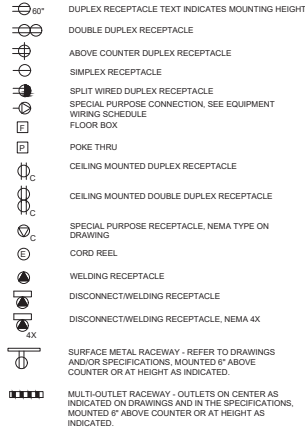
MOTORS & MOTOR CONTROL SYMBOLS



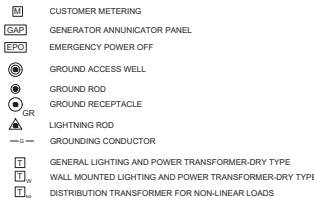
LINE TYPE KEY



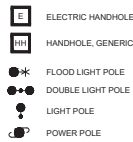
RECEPTACLE SYMBOLS



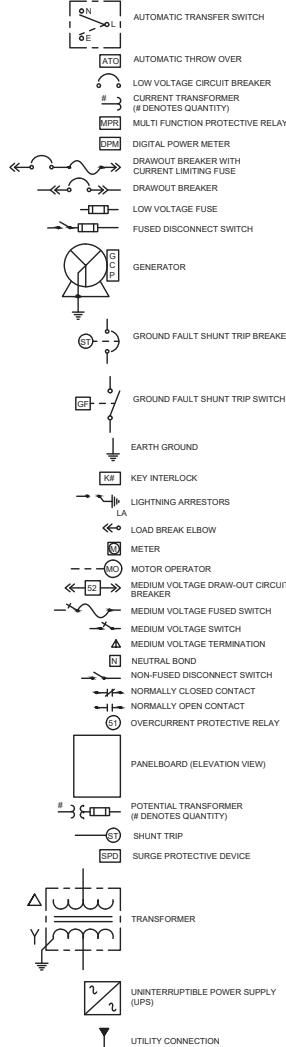
SERVICE & DISTRIBUTION SYMBOLS



SITE SYMBOLS



ONE-LINE SYMBOLS



ABBREVIATIONS

3R	NEMA 3R RATING
4X	NEMA 4X RATING
A	AIRPAGES
AE	ARCHITECT / ENGINEER
AAC	ABOVE ACCESSIBLE CEILING
AFCI	ARC FAULT CIRCUIT INTERRUPTER
AF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AL	ALUMINUM
ALT	ALTERNATE
ATS	AUTOMATIC TRANSFER SWITCH
BRKR	BREAKER
C	CONDUIT
CB	CIRCUIT BREAKER
CBV	CABLING BY VENDOR
CEB	CONCRETE EQUIPMENT BASE
CKT	CIRCUIT
CP	CONTROL PANEL
CPT	CONTROL POWER TRANSFORMER
CU	COPPER
(D)	DEMOLISH
DH	DUCT HEATER
DISC	DISCONNECT
DO	DOOR OPERATOR
DPST	DOUBLE POLE SINGLE THROW
DWG	DRAWING
E	EXISTING
EIO	ELECTRICAL-TO-OPTICAL CONVERTER
EC	ELECTRICAL CONTRACTOR
ECB	ENCLOSED CIRCUIT BREAKER
EF	EXHAUST FAN
EM	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
EML	EXISTING - TO BE RELOCATED
ELD	EXISTING - RELOCATED LOCATION
ES	EQUIPMENT SUPPLIER
ETR	EXISTING TO REMAIN
F	FUSED
FVNR	FULL VOLTAGE NON REVERSING
GC	GENERAL CONTRACTOR
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
GND	GROUND
GRS	GALVANIZED RIGID STEEL
GWH	GAS WATER HEATER
HD	HAND DRYER
HOA	HAND OFF AUTO
HOR	HAND OFF REMOTE
HP	HORSEPOWER
HVAC	HEATING, VENTILATION, AIR CONDITIONING
IG	ISOLATED GROUND
IH	INFRARED HEATER
IMC	INTERMEDIATE METALLIC CONDUIT
INT	INTERLOCK
WH	INSTANTANEOUS WATER HEATER
J-BOX	JUNCTION BOX
KMCL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT-AMPERES
LA	LIGHTNING ARRESTOR
LS	LOADS
LCS	LOCAL CONTROL STATION
LFS	LIGHTING FIXTURE SCHEDULE
LTO	LIGHTING
MAU	MAKE-UP AIR UNIT
MAX	MAXIMUM
MC	MECHANICAL CONTRACTOR OR METAL CLAD CABLE
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MDP	MAIN DISTRIBUTION PANEL
MI	MANHOLE
MIN	MINIMUM
ML	MAIN LUG ONLY
MM	MULTIMODE (FIBER)
MTD	MOUNTED
MTS	MOUNTING
MTS	MANUAL TRANSFER SWITCH
NC	NORMALLY CLOSED
NC	NOT IN CONTRACT
NL	NIGHT LIGHT
NLE	NIGHT LIGHT AND EMERGENCY LIGHT
NO	NORMALLY OPEN
NIS	NOT TO SCALE
OC	ON CENTER
OFI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFI	OWNER FURNISHED, OWNER INSTALLED
OH	OVERHEAD
OL	OVERLOAD
P	POLE
PB	PUSH BUTTON
PH	PHASE
PM	PHASE MONITOR
PNL	PANEL
PVC	POLYVINYL CHLORIDE
RPC	RADIANT CEILING PANEL
RECPT	RECEPTACLE
REF	REFRIGERATOR
REQD	REQUIRED
RF	RETURN FAN
RGS	RIGID GALVANIZED STEEL CONDUIT
RMC	RIGID METAL CONDUIT
RTU	ROOF TOP UNIT
SM	SINGLE MODE (FIBER)
SIN	SOLID NEUTRAL
SE	SERVICE ENTRANCE
SS	STAINLESS STEEL
ST	SHUNT TRIP
SW	SWITCH
SWBK	SWITCH BANK
TBR	TO BE REMOVED
TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
TYP	TYPICAL
UG	UNDERGROUND
UNO	UNLESS NOTED OTHERWISE
V	VOLTS
VFD	VARIABLE FREQUENCY DRIVE
W	WATTS
WL	WET LOCATION LISTED
WP	WEATHERPROOF
XFMR	TRANSFORMER
XP	EXPLOSION PROOF

GENERAL NOTES:

- THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE DETAILS OF WORK, VERIFY DIMENSIONS IN THE FIELD AND ADVISE THE ENGINEER OF ANY DISCREPANCY BEFORE PERFORMING THE WORK.
- CIRCUIT NUMBERS ARE SHOWN FOR CIRCUIT IDENTIFICATION. CIRCUITING SHALL AGREE WITH NUMBERING ON THE PANEL SCHEDULES PROVIDED. BALANCE THE LOAD ON PANELS AS EVENLY AS POSSIBLE BETWEEN EACH PHASE. COMMON NEUTRALS MAY NOT BE USED FOR BRANCH CIRCUITS.
- A #12 GREEN INSULATED GROUND CONDUCTOR SHALL BE INSTALLED WITH CIRCUIT CONDUCTORS TO ALL RECEPTACLES.
- CONCEAL ALL CONDUIT IN WALLS, PARTITIONS, ABOVE CEILING, ETC. UNLESS OTHERWISE INDICATED ON THE PLANS OR IN THE SPECIFICATIONS. CONDUIT IN MECHANICAL ROOMS, AND STORAGE ROOMS WITHOUT CEILINGS MAY BE EXPOSED ON BUILDING STRUCTURE. WHERE RACEWAY IS REQUIRED ON EXISTING CONCRETE AND MASONRY WALLS, SURFACE RACEWAY MAY BE USED IN LIEU OF CHANNELING WALLS TO ALLOW CONCEALED ROUTING. THE RACEWAY SHALL BE SINGLE CHANNEL STYLE TYPE WITH IVORY FINISH. THIS APPLIES FOR BRANCH CIRCUIT CONDUITS UP TO 3/4" SIZE. CONDUITS LARGER THAN 3/4" MAY BE ROUTED EXPOSED, BUT INSTALLED PARALLEL AND/OR PERPENDICULAR TO BUILDING LINES AND RUN AS UNOBTAINABLE AS POSSIBLE.
- CONTRACTOR TO PROVIDE SUITABLE MECHANICAL PROTECTION AROUND ALL CONDUITS STUBBED OUT FROM FLOORS, WALLS OR CEILINGS DURING CONSTRUCTION TO PREVENT BENDING OR DAMAGING OF STUB OUTS DUE TO CARELESSNESS WITH CONSTRUCTION EQUIPMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OPENINGS REQUIRED IN WALLS. ALL OPENINGS SHALL BE REPAIRED TO MATCH EXISTING BY A QUALIFIED CONTRACTOR AT THE EXPENSE OF THIS CONTRACTOR. ALL CONDUITS THROUGH WALLS SHALL BE GROUTED OR SEALED INTO OPENINGS.
- DRAWINGS INDICATE THE EXTENT OF HAZARDOUS OR WET LOCATIONS. INSTALLATION MEANS AND METHODS SHALL BE SUITABLY RATED FOR THE ENVIRONMENT INDICATED ON THE DRAWINGS.
- ALL INTERLOCKING REQUIRED BY THE DRIVE MANUFACTURER BETWEEN THE VARIABLE FREQUENCY DRIVE AND THE DISCONNECT SWITCHES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- SCCR RATINGS LISTED FOR EQUIPMENT ARE MINIMUM REQUIREMENTS FOR BUS BRACING AND DEVICE. ALL EQUIPMENT SHALL BE FULLY RATED UNLESS SPECIFICALLY NOTED AS SERIES RATED.

DEMOLITION GENERAL NOTES:

- THE INFORMATION SHOWN IS BASED ON EXISTING DRAWINGS AND SITE OBSERVATIONS TO ASSIST CONTRACTOR IN BIDDING. THE ELECTRICAL DRAWINGS INDICATE EXISTING ELECTRICAL ITEMS TO BE REMOVED. THE DRAWINGS ARE INTENDED TO INDICATE THE SCOPE OF WORK REQUIRED AND DO NOT INDICATE EVERY BOX, CONDUIT, OR WIRE THAT MUST BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS. REFER TO SPECIFICATION SECTION 26 05 02 FOR ADDITIONAL REQUIREMENTS.
- ELECTRICAL ITEMS (e.g., LIGHTING FIXTURES, PANELBOARDS, DISCONNECTS, MOTOR CONTROLLERS, ETC.) REMOVED AND NOT RELOCATED REMAIN THE PROPERTY OF THE OWNER AND SHALL BE TURNED OVER TO THE OWNER IN A STORAGE AREA TO BE DESIGNATED BY THE OWNER. EQUIPMENT BEING REMOVED SHALL BE HANDLED SO AS NOT TO FURTHER REDUCE ITS VALUE TO THE OWNER. THE CONTRACTOR SHALL DISPOSE OF MATERIAL. THE OWNER DOES NOT WANT TO REUSE OR RETAIN FOR MAINTENANCE PURPOSES.
- WHERE LIGHTS, SWITCHES, RECEPTACLES, ETC., ARE BEING REMOVED ALL ASSOCIATED CONDUIT AND WIRE BACK TO THE PANELBOARD OR FEEDER JUNCTION BOX SERVING THE DEVICE SHALL ALSO BE REMOVED. UNLESS THE CONDUIT CAN BE REUSED FOR NEW CONDUCTORS, THE CONTRACTOR SHALL DISPOSE OF MATERIAL. THE OWNER DOES NOT WANT TO REUSE OR RETAIN FOR MAINTENANCE PURPOSES.
- ALL BOXES THAT REMAIN IN PLACE IN EXISTING MASONRY WALLS THAT ARE TO REMAIN SHALL BE PROVIDED WITH A BLANK COVERPLATE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS ASSOCIATED WITH TYPE AND ATTACHMENT.
- THIS CONTRACTOR SHALL COORDINATE ALL HIS WORK, INCLUDING PHASING WITH OTHER CONTRACTORS AT THE JOB SITE BEFORE REMOVING EXISTING ELECTRICAL AND INSTALLING NEW ITEMS.
- EXISTING CONDUIT IN GOOD CONDITION, MAY BE REUSED IN PLACE. RELOCATED EXISTING CONDUIT SHALL NOT BE ALLOWED. BONDING CONDUCTORS SHALL BE INSTALLED IN ALL REUSED CONDUIT TO ASSURE PROPER GROUND PATH.
- MAINTAIN CONTINUITY OF DEVICES LOCATED OUTSIDE OF CONSTRUCTION AREA. DEVICE AND EQUIPMENT REMOVAL. IN CERTAIN LOCATIONS MAY REQUIRE THE INSTALLATION OF A JUNCTION BOX TO RECONNECT CIRCUITS THAT REMAIN IN OPERATION. EXTEND CONDUIT AND WIRING AS REQUIRED TO MAINTAIN POWER TO REMAINING EQUIPMENT.
- PROVIDE REVISED TYPED CIRCUIT DIRECTORY IN PANELBOARDS THAT HAVE CIRCUITS REMOVED OR ADDED CIRCUITS.
- REMOVE, RELOCATE, AND EXTEND EXISTING INSTALLATIONS TO ACCOMMODATE NEW CONSTRUCTION.
- REMOVE EXPOSED ABANDONED CONDUIT, INCLUDING ABANDONED CONDUIT ABOVE ACCESSIBLE CEILING FINISHES. CUT RACEWAY FLUSH WITH WALLS AND FLOORS, PATCH SURFACES TO MATCH EXISTING. REMOVE ALL ASSOCIATED CLAMPS, HANGERS, SUPPORTS, ETC. ASSOCIATED WITH RACEWAY REMOVAL.
- DISCONNECT AND REMOVE ELECTRICAL DEVICES AND EQUIPMENT SERVING UTILIZATION EQUIPMENT THAT HAS BEEN REMOVED.

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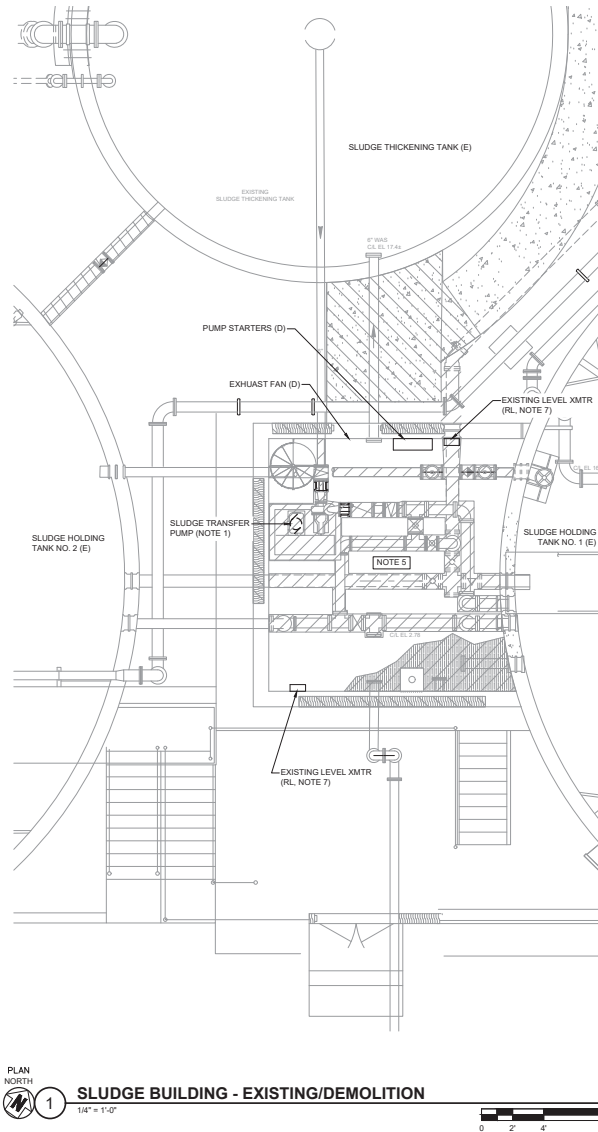
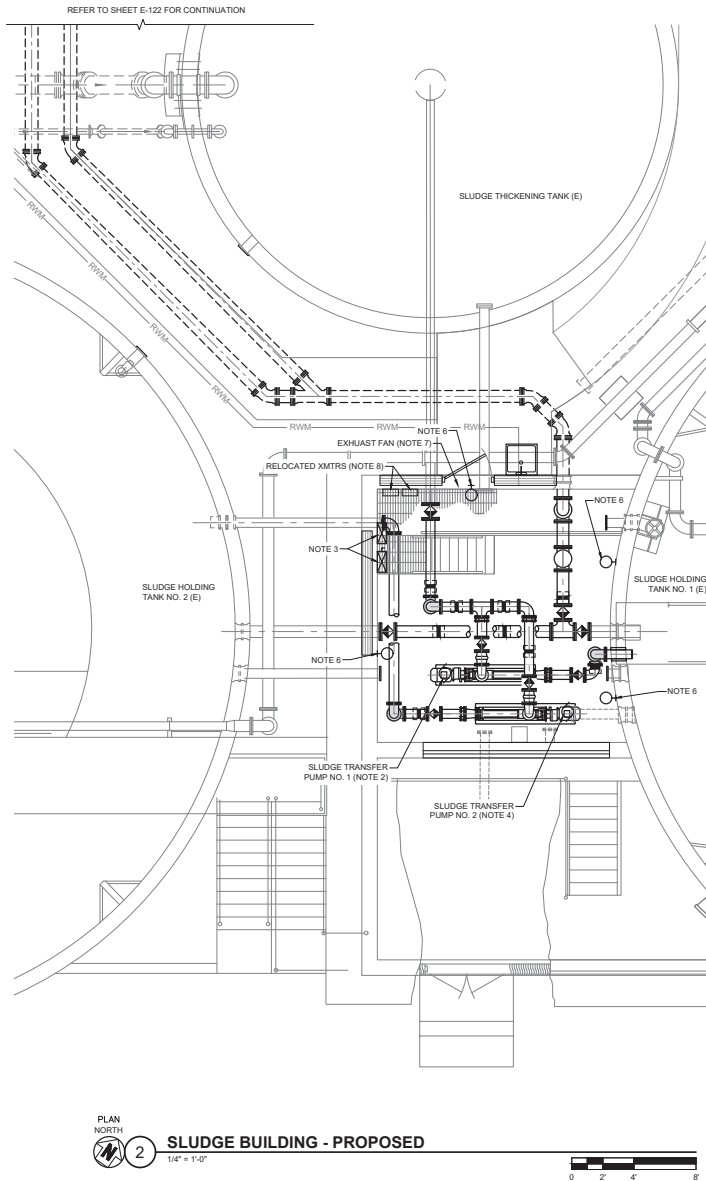
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CHECKED BY: SEM - CJ
DESIGNED BY: MEI
DO NOT SCALE DRAWINGS

SHEET CONTENTS
LEGEND AND NOTES

SHEET NO.

E-001

X:\100074\01\172\01\TECH\CAD\DRAWINGS\E-120 SLUDGE BUILDING ELECTRICAL.DWG
5/12/2023 10:46:53 AM



NOTES:

- EXISTING SLUDGE TRANSFER PUMP MOTOR SHALL BE DEMOLISHED. CAPTURE EXISTING HOMERUN CIRCUIT (MCC-4) FOR REUSE WITH NEW INSTALLATION. EXISTING RACEWAYS MAY BE CAPTURED FOR REUSE.
- SPlice AND EXTEND EXISTING HOMERUN CIRCUIT TO CONNECT TO NEW SLUDGE TRANSFER PUMP 1. USE 3#12, #12G, 3/4".
- PROVIDE A 480V, 3Ø, 3-POLE, HEAVY-DUTY, NON-FUSED, COMBINATION STARTER/DISCONNECT (NEMA SIZE 0) IN A NEMA 4X SS ENCLOSURE. PROVIDE STARTER WITH SOLID STATE ON AND OFF DELAY TIMERS WITH 30-300 SECOND SETTING. MOUNT TO WALL ON 3/16 SS UNISTRUT. USE 3#12, #12G, 3/4".
- PROVIDE A NEW HOMERUN CIRCUIT FROM EXISTING SPARE 20A CIRCUIT BREAKER IN MCC-4 TO FEED NEW SLUDGE TRANSFER PUMP 2. USE 3#12, #12G, 3/4".
- REMOVE ALL EXISTING LIGHTING FROM THE BUILDING. REFER TO PLAN THIS SHEET FOR NEW LIGHTING. CAPTURE EXISTING HOMERUN CIRCUIT FOR REUSE.
- PROVIDE VAPOR-TIGHT, LED WALL MOUNT FIXTURE. BASIS OF DESIGN SHALL BE RAB LIGHTING #VXBLED 26 N DG-3/4". WALL MOUNT AT 9'-0" AFF. FIELD COORDINATE MOUNTING HEIGHT OF FIXTURES TO AVOID ANY EXISTING PIPING. CONNECT TO EXISTING HOMERUN CIRCUIT CAPTURED DURING DEMOLITION.
- CONNECT NEW EXHAUST FAN TO 20A, 120V HOMERUN CIRCUIT. PROVIDE NEW 20A/1P BREAKER IN AVAILABLE SPACE IN EXISTING PANEL LP-4 TO SERVE NEW LOAD.
- RELOCATED EXISTING LEVEL TRANSMITTERS. CAPTURE, SPlice AND EXTEND EXISTING CONDUIT AND CABLEING TO NEW LOCATION.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #257330



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CITY OF ORMOND BEACH
WRF UPGRADES

501 N. ORCHARD STREET
ORMOND BEACH, FL 32724

ISSUED
05/2023 BID SET

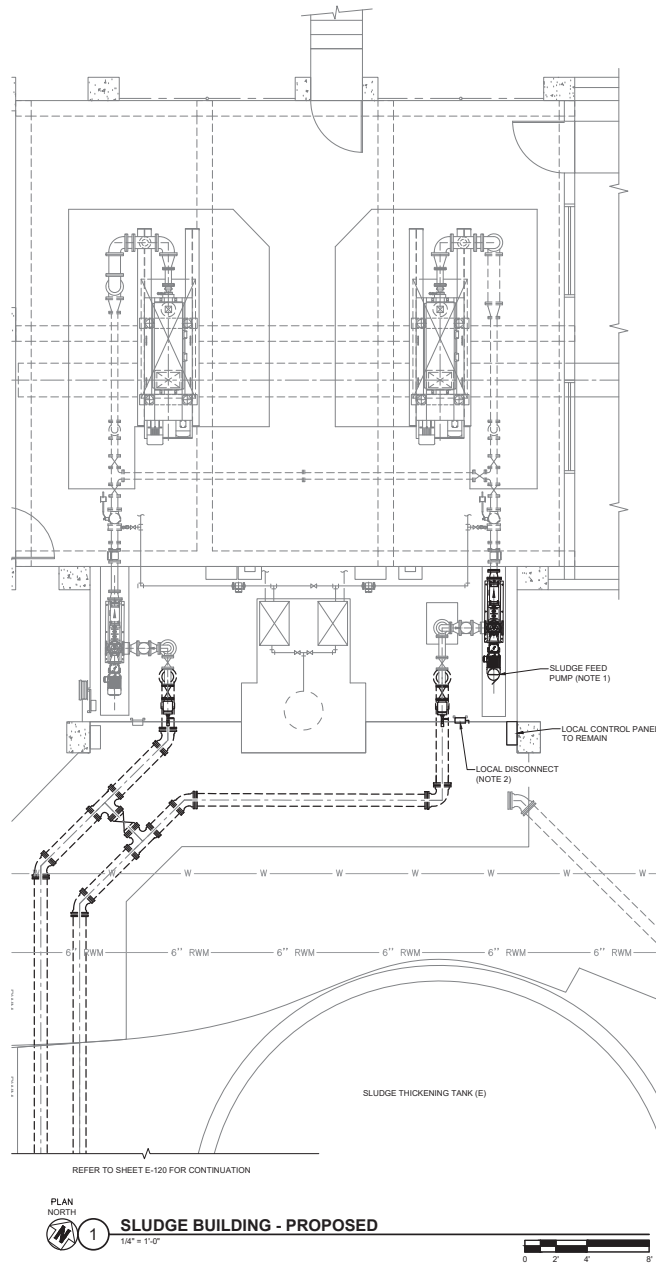
WMH NO.: 100074-211172.01
DATE: May 2023
DESIGNED BY: KS
DRAWN BY: SEM - CJ
CHECKED BY: MEO
DO NOT SCALE DRAWINGS

SHEET CONTENTS
SLUDGE BUILDING
ELECTRICAL

SHEET NO.

E-120

X:\100071421\172\01\TECH\DWG\DWGSE-159 SLUDGE BUILDING ELECTRICAL.DWG
5/12/2023 10:50:03 AM



NOTES:

1. EXISTING SLUDGE FEED PUMP SHALL BE DEMOLISHED. CAPTURE EXISTING HOMERUN CIRCUIT (MCC-4) FOR REUSE WITH NEW INSTALLATION. EXISTING RACEWAYS MAY BE CAPTURED FOR REUSE. SPLICE AND EXTEND EXISTING HOMERUN CIRCUIT TO CONNECT TO NEW FEED PUMP. USE 3/10, #12G, 34°C.
2. REPLACE EXISTING LOCAL DISCONNECT WITH NEW 480V, 30A, 3-POLE, NON-FUSED, NEMA 4X 316 SS RATED DISCONNECT.

**Mead
& Hunt**

Mead and Hunt, Inc.
4401 Eastport Parkway
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**CITY OF ORMOND BEACH
WRF UPGRADES**

501 N. ORCHARD STREET
ORMOND BEACH, FL 32724

ISSUED
05/2023 BID SET

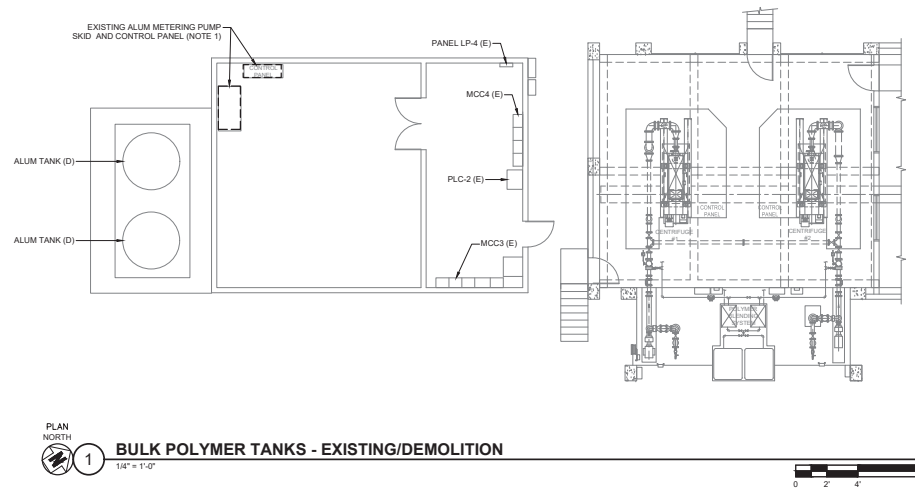
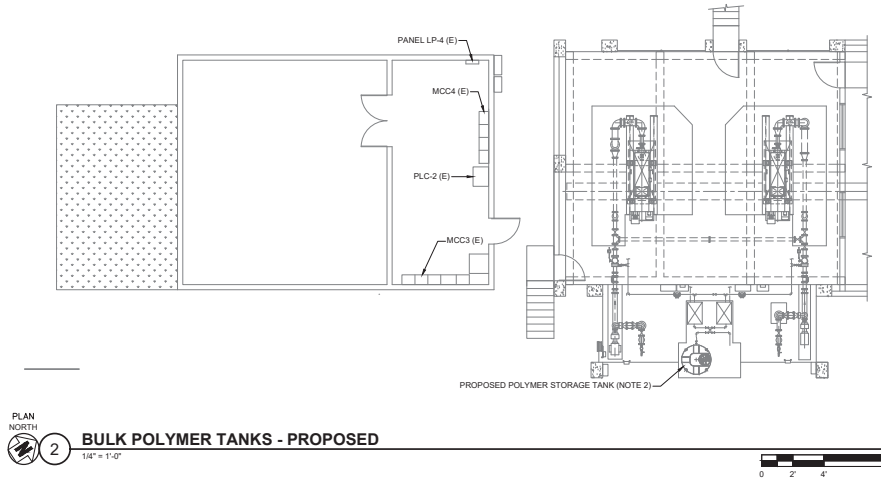
WMH NO. 1000714-211172.01
DATE May 2023
DESIGNED BY KS
DRAWN BY SEM - CJ
CHECKED BY MGS
DO NOT SCALE DRAWINGS

SHEET CONTENTS
SLUDGE BUILDING
ELECTRICAL

SHEET NO.

E-122

X:\100074261\172\01TECH\CAD\DRAWINGS\E-130 POLYMER TANKS ELECTRICAL.DWG
5/12/2023 10:50:20 AM



NOTES:

1. EXISTING EQUIPMENT SHALL BE DEMOLISHED. CAPTURE EXISTING 120V HOMERUN CIRCUIT FEEDING EXISTING CONTROL PANEL FOR REUSE WITH NEW EQUIPMENT.
2. SPLICE AND EXTEND EXISTING 120V CIRCUIT TO FEED NEW POLYMER STORAGE TANK HEAT TRACING.

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
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CITY OF ORMOND BEACH
WRF UPGRADES

501 N. ORCHARD STREET
ORMOND BEACH, FL 32724

ISSUED
05/2023 BID SET

WMH NO. 1000742-211172.01
DATE: May 2023
DESIGNED BY: KS
DRAWN BY: SEM - CJ
CHECKED BY: MGS
DO NOT SCALE DRAWINGS

SHEET CONTENTS
BULK POLYMER
TANKS ELECTRICAL

SHEET NO.

E-130



WRF UPGRADES

Bid No. 2023-28



City of Ormond Beach

Project Manual

PREPARED BY:

Mead & Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127

**TABLE OF CONTENTS
CITY OF ORMOND BEACH
WRF UPGRADES
BID #2023-28**

ENGINEER SPECIFICATIONS

Section

Title

BIDDING REQUIREMENTS

00030	Advertisement for Bid
00100	Instruction to Bidders
00300	Bid
00410	Bid Bond

CONTRACT FORMS

00500	Form of Agreement
00610	Performance Bond
00615	Payment Bond
00670	Opinion of Attorney

CONDITIONS OF CONTRACT

00700	General Conditions
00800	Supplementary Conditions

DIVISION 1 - GENERAL REQUIREMENTS

01 00 00	General Requirements
01 11 00	Summary of Work
01 14 13	Access to Site
01 20 00	Price and Payment Procedures
01 25 00	Substitution Procedures
01 29 73	Schedule of Values
01 30 00	Administrative Requirements
01 31 19	Project Meetings
01 32 16	Construction Progress Schedules
01 32 33	Photographic Documentation
01 33 23	Shop Drawings, Product Data and Samples
01 35 13	Special Project Procedures
01 45 29	Testing Laboratory Services
01 54 00	Construction Aids
01 57 13	Temporary Erosion and Sedimentation Controls
01 57 19	Temporary Environmental Controls
01 60 00	Product Requirements

01 71 13	Mobilization
01 71 33	Protection of Adjacent Construction
01 75 16	Startup Procedures
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 33	Bonds
01 78 36	Warranties
01 78 39	Project Record Documents
01 86 26	Electrical Performance Requirements

DIVISION 2 - SITEWORK

02 25 16	Existing Concrete Assessment
02 41 00	Demolition

DIVISION 3 - CONCRETE

03 30 00	Cast in Place Concrete
03 60 00	Grouting

DIVISION 5 - METALS

05 14 00	Structural Aluminum Framing
05 50 00	Metal Fabrications
05 52 00	Metal Railings
05 53 00	Metal Gratings

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 92 00	Joint Sealants
----------	----------------

DIVISION 8 – OPENINGS

08 11 16	Aluminum Door and Frames
08 51 13	Aluminum Windows
08 70 00	Hardware
08 81 00	Glass Glazing
08 91 19	Fixed Louvers

DIVISION 9 - FINISHES

09 90 00	Painting and Coating
----------	----------------------

DIVISION 22 - PLUMBING

22 05 53	Identification for Plumbing, Piping and Pumps
----------	---

DIVISION 26 - ELECTRICAL

26 05 00	Common Work Results for Electrical
26 05 02	Electrical Demolition and Alteration
26 05 19	Low Voltage Electrical Power Conductors and Cables
26 05 33	Raceway and Boxes for Electrical Systems
26 28 16	Enclosed Switches and Circuit Breakers

DIVISION 31 - EARTHWORK

31 22 00	Grading
31 23 00	Excavation and Fill
31 23 33	Trenching, Backfilling, & Compaction

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 10 00	Bases, Ballasts, and Paving
32 92 00	Turf and Grasses

DIVISION 33 - UTILITIES

33 00 00	Utilities
33 01 00	Operation and Maintenance of Utilities
33 01 12	Inspection and Testing of Water Utilities
33 05 05.31	Hydrostatic Testing
33 10 11	Pumps General

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT

41 22 13.13	Bridge Cranes
-------------	---------------

DIVISION 43 - PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT

43 23 57	Progressing Cavity Pumps
43 41 43	Double Wall Polyethylene Tank

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT

46 41 23	Submersible Mixer
----------	-------------------

END TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **WRF Upgrades** project, **Bid No. 2023-28** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **August 23, 2023 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of upgrades to the City's Water Reclamation Facility (WRF) and includes the rehabilitation of the existing sludge building, installing a bulk polymer system, and installing a post-anoxic mixer.

The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **August 9 at 1:00pm**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **August 16** at 5:00pm.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

The City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

The ENGINEER for this project is:

Mead & Hunt, Inc.
PO Drawer 290247
Port Orange, FL 32129

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to

reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss. If the OWNER after due investigation has reasonable objection to any proposed material or equipment item, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract may not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any material or equipment manufacturer so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER. This acceptance of a material or equipment manufacturer does not relieve the CONTRACTOR from the responsibility of submitting shop drawings in accordance with Section 01300 before incorporating said material and/or equipment into the Work.

00114. Material and Equipment Substitutions

Excluding items called for in the bidders Equipment and Subcontractors List in the Bid, Section 00300, whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or equivalent" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Section 01630 - Substitutions and Product Options.

00115. Bid Form

15.1 Bids shall be submitted on standard forms which are furnished in this Project Manual.

15.2 Bid Forms must be completed in ink or by typewriter. All blank spaces must be filled. Where indicated on the Bid Form, the Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

15.3 The estimate of the various quantities of work applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment will be made on the basis of the actual completed quantities of each item.

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, Room 102
Ormond Beach, FL 32174

00117. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

SECTION 00300
BID NO.

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: *WRF Upgrades*

CONTRACT IDENTIFICATION AND NUMBER: Bid No. _____

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

3. BIDDER accepts all of the terms and conditions of the Instructions to Bidders (Section 00100) including, without limitation, those dealing with the disposition of Bid Security, Public Entity Crimes, and Minority Policies. This Bid will remain open for 90 days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract security and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders.

BID (Cont'd.)

ORMOND BEACH, FLORIDA

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

5. BIDDER will complete the Work for the following price(s):

BID SCHEDULE

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization / Demobilization	1	LS		
2	Indemnification	1	LS		
3	Sludge Decant Building Rehabilitation	1	LS		
4	Bypass Pumping	1	LS		
5	Polymer Storage Tank / Demo Alum Equipment	1	LS		
6	Post Anoxic Submersible Mixer	1	LS		
7	As-Built Survey	1	LS		
8	Permits and Allowances	1	LS	\$35,000	\$35,000
TOTAL					

TOTAL BID

(IN WORDS)

BID (Cont'd.)

ORMOND BEACH, FLORIDA

BIDDER acknowledges that the quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

BIDDER agrees that the Work will be substantially completed within 90 calendar days after the date when the Contract Time commences to run and completed within 120 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognizes the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$ 500) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

6. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of
 - (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or
 - (2) a Bid Bond in the amount of 5 percent of the total bid.
- (b) Equipment, Material, and Subcontractors List
- (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).
- (d) Drug Free Workplace Certificate
- (e) Conflict, Non-Conflict of Interest, Litigation Statement
- (f) Local Vendor Preference
- (g) Verification of Employment Status Using E-Verify System

7. Communications to the BIDDER concerning this Bid shall be addressed to:

BID (Cont'd.)

ORMOND BEACH, FLORIDA

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract DOCUMENTS have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

(Individual's Name - Typed or Printed) (SEAL)

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

(Name of Person Authorized to Sign - Typed or Printed)

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

BID (Cont'd.)

ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

List the names of the manufacturers whose product is proposed for use. No more than one manufacturer's name shall be inserted for each item of material and/or equipment listed. Failure to list materials and equipment supplier may result in the Bid being rejected as incomplete and nonresponsive. If any Subcontractors are proposed to be used for any portions of the Work, the names, addresses, phone numbers and work classifications of each such Subcontractor must be listed. The failure to list all Subcontractors proposed for the work may result in the Bid being rejected as incomplete and nonresponsive. If more than one manufacturer or subcontractor is listed, selection will be made by the OWNER. If none is listed, those listed as the "Basis for Design" will be used.

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

The Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, and any regulation promulgated there under are hereby incorporated as the standard for this project.

The Bidder hereby certifies that the Contractor performing the trench excavation will comply with the applicable trench safety standards.

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with applicable trench safety standards is:

	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
<u>ITEM</u>				
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheet piling/Shoring	_____	S.F.	_____	_____

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)

ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)

ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)

ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

- (a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or \$25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.
- (b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.
- (c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
 - (1) A physical business and location address.
 - (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location.
 - (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach.
 - (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
 - (5) Any additional information necessary to verify local status.
- (d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.
- (e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

BID (Cont'd.)

ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
- b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- c. Payment of business tax and real property tax due to the City of Ormond Beach is current
- d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the firm's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

BID (Cont'd.)

ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-15

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **WRF Upgrades (Bid No. 2023-28)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 2023.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work includes upgrades to the City's Water Reclamation Facility (WRF), consisting of rehabilitating the existing sludge building, installing a bulk polymer system, and installing a post-anoxic mixer.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

WRF UPGRADES
and **BID NUMBER 2023-28**

Article 2. ENGINEER

The Project has been designed by Mead & Hunt, PO Box 290247, Port Orange, Florida, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **120** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$**500.00**) for each calendar day that expires after the time specified in paragraph 3.1 for

Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the lump sum TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

WRF UPGRADES

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 19 sheets numbered G-001, G-002, G-003, C-101, C-501, MD121, MD122, M-121, M-122, M-123, M-125, M-129, M-130, M-140, E-001, E-120, E-122, E-130, E-140, inclusive and bearing the following general title:

WRF UPGRADES

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 15 , inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

WRF UPGRADES

Bid No. 2023-28

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to

be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be

_____ (number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)
(Principal) Secretary

(SEAL)

(Witness to Principal) _____
(Address)

(Address) _____

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety _____
Attorney-In-Fact

(Address) _____
(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

WRF UPGRADES

Bid No. 2023-28

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be

(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00670
OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 20____.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

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

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

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

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5. In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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(d) Excess Liability

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

(e) Builder's Risk

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

**(f) Professional Liability, Malpractice and/or Errors and Omissions
(N/A for construction contracts)**

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF SECTION

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- C. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations,

used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:
 1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, omissions, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
- D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- E. Intent:
 1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

- A. Manufacturer:
 1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
 2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced Engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such Engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of the City of Ormond Beach WRF FY 21-22 CIP Upgrades. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

- 1. Installation of new Piping, Sludge Transfer pumps, sludge feed pump, and other miscellaneous repairs in the Sludge Decant Building.**
- 2. Installation of a Polymer Storage Tank / Demo Existing Alum System**
- 3. Installation of a New Post Anoxic Mixer**

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

SECTION 01 14 13
ACCESS TO SITE

PART 1 – GENERAL

1.01 ACCESS TO THE CONSTRUCTION SITE ON THE ISLAND

- A. The construction site, also referred to as the Ormond Beach Water Reclamation Facility
- B. The Contractor shall make his own investigation of the conditions of available public and private roads, and ramps of clearances, restrictions, load limits, depth limits and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be Contractor's responsibility to construct and maintain access required for the equipment, accessories, and materials for his construction.

1.02 USE OF STREETS, PARKING AREAS, AND WATERWAYS

- A. Street and Parking Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public waterway, street, alleyway, or parking area during transportation and performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized use and transportation of public in such waterways, streets, alleyways, or parking areas. No area shall be closed to the public without first obtaining permission from the CITY and proper governmental authority.

1.03 TRAFFIC CONTROL AND MONITORING

- A. For the protection of traffic in public or private streets, parking and storage areas, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, buoys, lights, and other safety devices in accordance with the requirements of the United States Coast Guards and Manual of Uniform Traffic Control Devices. The Contractor shall take all necessary precautions for the protection of the Work area and the safety of the public. All areas of use shall be secured. If required by the permit conditions, the Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the OSHA Safety and Health Standards for Construction.

1.04 CONTRACTOR'S WORK AND STORAGE AREAS

- A. Storage areas shall be coordinated with the City. Responsibility for protection and safekeeping of equipment and materials at or near the sites shall be solely that of the Contractor and no claim shall be made against the City by reasons of any loss or any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, the Contractor shall immediately move them. No equipment or materials shall be placed upon the City's property until it is acceptable to the City.
- B. If the Contractor requires additional staging area then the Contractor shall obtain such areas from off-site sources. The Contractor shall pay for any off site area he requires.
- C. Upon completion of the Contract, the Contractor shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas back to existing conditions.

1.05 SAFETY AND SECURITY

- A. The Contractor shall be responsible for the safety and security and may choose to employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage of all material to be incorporated in the construction for the duration of the project and shall repair or replace damaged or lost materials and damage to structures.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SCOPE

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work if not shown as a separate pay item.
 - 1. Clearing and grubbing.
 - 2. Excavation, including necessary pavement base removal.
 - 3. Shoring and sheeting.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural fill.
 - 6. Backfill.
 - 7. Grading.
 - 8. Replacement of unpaved roadways, grass, and shrubbery plots.
 - 9. Cleanup.
 - 10. Testing and placing system in operation.
 - 11. Any material and equipment required to be installed and utilized for the test.
 - 12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 13. Maintaining the existing quality of service during construction.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Maintaining or detouring or traffic.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization/Demobilization

BID ITEM 1

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the

project site, and for the establishment of field office, building, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense necessary for Work; the cost of field engineering including disposal of cleared and grubbed material and debris, permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, work associated with Contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Five percent (5%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Indemnification BID ITEM - 2

Payment for indemnification shall be made at the Contract lump sum price and shall be full compensation for providing indemnification in accordance with Article 5, Paragraph 5.4 and Article 6, Paragraph 6.15 and 6.16 of Section 00700 – General Conditions of the Construction Contract.

2.03 Sludge Decant System Improvements BID ITEM - 3

Lump sum payment shall be made for the demolition and complete installation of new pumps including pipe, yard piping, Valves, platform & stairs, windows, doors, electrical, foundations, paint, communications, asphalt, sod, concrete, bridge crane, sidewalk, restoration efforts, and other required appurtenances and equipment as shown in the plans and specifications.

2.04 Bypass Pumping BID ITEM - 4

If bypass pumping is required to install the new sludge transfer pumps, Lump sum payment will be made once the new sludge transfer pumps and piping are fully installed and operational. The bypass pumping system shall not interfere with plant operations. Temporary systems shall be coordinated with city staff.

2.05 Polymer Storage Tank / Demo Alum Equipment BID ITEM - 5

Lump sum payment shall be made for the demolition of existing alum equipment and complete installation of the proposed double wall polymer storage tank, including piping and connections, electrical and heat tracing, hardware, and other required appurtenances and equipment.

2.06 New Post Anoxic Mixer BID ITEM - 6

Lump sum payment shall be made for the complete installation of a new post anoxic mixer, electrical, running conduit to MCC, and other required work for a complete installation as shown in the plans. This also includes electrical to hook up the Adjacent Mixer to the existing scada system as shown in the plans.

2.07 As-Built Survey

BID ITEM - 7

Payment will be made at the contract lump sum price for professional survey layout of the proposed improvements and "as-built" drawings. As-built drawing requirements are set forth in specification Section 01 78 39. Two (2) copies of preliminary as-builts signed & sealed by the Contractor's surveyor shall be submitted with each monthly progress pay request. These preliminary as-built drawings shall be up to date and include all work for which the contractor is asking to be paid for in the respective pay period. Pay requests submitted without updated as-builts shall be a basis for rejection of the pay request until such time as the as-builts are brought up to date. Final as-built requirements and deliverables are outlined in specification Section 01 78 39. No final payment will be made without acceptable completion of final as-built drawings meeting the specifications. Payment shall be based on the percentage of the lump sum price (stated in the Schedule of Unit Prices) equal to the percentage complete of the overall project work.

2.08 Permit Fees and Allowances

BID ITEM 8

This item shall be utilized to reimburse the Contractor for all Permit Applications, plan review cost and inspection fees. Payment will be made at actual costs plus 10% for bonds, insurance, O.H. and profit. No payment will be made for failed inspections. This item may also be used to pay for additional work items as determined by the Owner. This will be paid for at actual cost plus 10%. Any use of the allowance item shall be authorized in writing.

END OF SECTION

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. The material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. The material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. The material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer. If it is determined that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.
2. Section 00 84 60 - Stored Material Form

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

- C. Identify each line item with the number and the title of the respective section of the Specifications.
- D. For each major item of the Work, list sub-values of major products or operations under the major item.
- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

- 1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.
- 1.02 From investigations, including surveys made at the site, it is assumed that physical conditions are approximately as indicated on the drawings, but the nature of the materials below the surface, the depth to satisfactory foundations, or the stability of beds or banks or quantity of groundwater are not guaranteed.
- 1.03 Where reference is made within these documents to government specifications, or those of well-known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.
- 1.04 The Contractor shall take all necessary precautions to prevent damage to existing City utilities which are to remain in service during any of his construction operations. Should such utilities be damaged by the Contractor, he shall be required to replace, or repair same, to the satisfaction of the Engineer, at no additional cost to the Owner.
- 1.05 Certain information regarding the reputed presence, size, character, and location of existing underground structure, pipes and conduits has been shown on the contract drawings. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor distinctly agrees that the Engineer and the Owner are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given; or on account of insufficiency or absence of information regarding obstructions either revealed or not revealed by the drawings; and that he shall have no claim for relief from any obligation or responsibility under this Contract, in case the location, size or character of any pipe or other underground structure is encountered that is not shown on the drawings.
- 1.06 The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **120** calendar days.
- A. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time stipulated above, the sum of **Five Hundred Dollars (\$500)** per day shall be deducted by

the Owner from monies due the Contractor, not as a penalty but as liquidated damages. Charges shall accrue upon failure to achieve final completion target date, unless otherwise approved. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

- 1.07 Contractor shall be responsible for having a land surveyor registered in the State of Florida and approved by the Engineer lay out the work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever such reference point is lost or destroyed or required location because of necessary changes in grades or locations, and the Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel, registered in the State of Florida and approved by the Engineer.
- 1.08 All dewatering and pumping necessary to accomplish the work of this Contract shall be performed by the Contractor at no extra or additional cost to the Owner. Any permits required shall be the responsibility of the Contractor.
- 1.09 Before submitting a Bid each Contractor must:
 - A. Examine the Contract Documents thoroughly.
 - B. Visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work.
 - C. Familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work.
 - D. Study and carefully correlate Bidder's observations with the Contract Documents.
- 1.10 No permits should be required for this project. Attention is directed to the requirements of the following agencies with regard to permits (if required) and construction of utilities within their rights of way or jurisdiction.
 - A. City of Ormond Beach
 - B. The Owner will make necessary application for permits to construct such utilities. It shall be, however, the responsibility of the Contractor to construct the utilities in strict accordance with the requirements of the above-mentioned agencies, and no extra or additional payments will be made by the Owner for this work.

- 1.11 Construction shall be limited to weekday day light working hours. No weekend, night time, or holiday work shall be performed without obtaining permission in advance from the Project Engineer. Certain non-essential items such as clean up, seeding and mulching, sodding, some well pointing operations, saw cutting of pavement, etc. may be performed by the Contractor during the above times by giving the Project Engineer advance notice of such operations.
- 1.12 Contract Insurance Requirements. The insurance requirements in Division 0 and represent the minimum insurance requirements for contract with the Owner.
- 1.13 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall submit a copy of the bond package to the Engineer *prior to recording*. The Engineer will verify the contract specifics contained on the bonds and submit them to the City Attorney for review and approval. Once approval has been received by the City Attorney, the Engineer will notify the Contractor that the bonds have been approved for recording. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the Notice to Proceed. The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item. The original bond documents should be annotated return to the City Engineer.
- 1.14 The Contractor shall provide an English-speaking full-time superintendent to supervise sub-contractors and provide direction to field crews. The Engineer's representative shall not be responsible for providing direction to sub-contractor or field crews. The Contractor's superintendent shall not be verbally or physically abusive to citizens or other project personnel. Use of foul language in the presence of or belligerence towards citizens or project representatives shall be grounds for immediate replacement of the superintendent at no cost to the Owner.
- 1.15 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.
- 1.16 The proposed pipe alignments indicated on the project plans may require adjustment in the field due to conflicts or field conditions. Field changes shall be paid for at the contract unit price.
- 1.17 The Contractor is responsible for obtaining a Water Management District Permit for (dewatering) consumptive use if the Contractor's means or methods trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit shall be granted by the City.

- 1.18 Land disturbed shall have hay bales or turbidity curtains installed around the perimeter to control erosion and sediment runoff where it is likely to occur during construction at no extra cost to the Owner.
- 1.19 The Contractor shall submit an executed Consent of Surety for Final Payment form, copy of which is included with the Contract Documents, prior to submitting a final request for payment.
- 1.20 All unit pricing shall remain valid for the duration of the contract.
- 1.21 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.22 The Contractor shall provide suitable, accurate pressure gauges for conducting hydrostatic pressure tests at all pipe branch/blow-off locations or as a minimum at each end of each section of the line tested between valves. No separate payment will be made for this work. Payment shall be included in the applicable unit price entitled Hydrostatic Testing.
- 1.23 No thrust blocking shall be used unless specifically authorized by the Engineer. Restrained joint pipe fittings and joint shall be utilized.
- 1.24 All water main installed under this contract shall be buried with the appropriate marking tape to indicate the service designation. The tape shall be laid directly over the pipe at a depth of 24 inches below proposed finished ground elevation.
- 1.25 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the utility portion thereof, or his right, title or interest therein, without written consent of the Owner.
- 1.26 Limitations on the Engineer's Responsibilities
 - A. Neither the Engineer's authority to act under this Paragraph nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.
 - B. The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
 - C. The Engineer will not be responsible for the acts or omissions of the Contractor, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

- 1.27 The City subject to availability will make available reasonable amounts of water for Contractor compaction requirements and potable water for flushing and testing requirements at no cost to the Contractor. Abnormally high usage (gross wastage) of provided water by the Contractor's organization shall be subject to City backcharges to the Contractor at established City rates.
- 1.28 All PVC potable water pipe installed under this contract shall be extruded blue in color to differentiate this pipe from other service designations. Pipe shall be NSF approved AWWA C-900 Class 150.
- 1.29 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.
- 1.30 Project and completion is defined as pipe materials in place tested and certified for use, and paving and right-of-way restoration as well as fencing complete.
- 1.31 The Contractor's forces shall be required to and dig and expose all existing utilities including telephone cables, T.V. cables (both public and private), gas lines, if present, water mains, force mains, sewer services, water services and private sprinklers a minimum of twenty four (24) hours in advance of the pipe laying operation. City forces and other utilities will mark the approximate location of their utilities when contacted. City crew will not be responsible for hand digging the location of City services. Separate lump sum payment shall be made for this work.

- 1.32 All existing improved areas disturbed by construction shall be sodded with the same type sod as the existing variety of sod encountered. Separate unit price payment or lump sum payment will be made for this work.
- 1.33 The Contractor shall utilize restrained joint for bends and required fittings for all pressure pipe shown on the project plans. The restrained PVC pipe lengths shall be in accordance with DIPRA Thrust Resistant Design for Ductile Iron Pipe utilizing laying condition 2 with polyethylene wrap with the type soils and soil depth encountered. Restrained joint pipe specifications shall be strictly adhered to. Piping drawings indicating restraining lengths and calculations shall be submitted to the Engineer for record purposes prior to construction. Responsibility for the adequacy for the restrained joint calculations shall remain with the Contractor and the supplier.
- 1.34 A City Standard sign shall be provided as shown in the specifications for each area under construction. The sign shall be placed in plain view at a designated location.
- 1.35 The Contractor shall make his own provisions for materials security. Any City provided work areas shall be returned to its original or better condition upon the completion of the project. Sodding of any disturbed areas utilized by the Contractor for work area will be accomplished by the Contractor at no additional cost to the City. Separate payment for this work will not be made and shall be included in the appropriate contract work items by the Contractor in the bid proposal.
- 1.36 Attached if issued are the project permits the Contractor shall comply with at no additional cost to the Owner.
- 1.37 Burning or burying of land clearing debris shall not be permitted. All organic matter and other debris shall be disposed of by the Contractor at an approved landfill.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

- A. Purpose: To initiate coordination of contractual requirements prior to start of work.
- B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

- C. Location: A local site, convenient for all parties, designated by the Engineer.

- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer
 - 3. Resident project representative.
 - 4. Contractor and their superintendent.
 - 5. Major subcontractors.
 - 6. Representatives of major suppliers and manufacturers, as appropriate.
 - 7. Governmental and franchised utility representatives, as appropriate.
 - 8. Permit agency representatives, as appropriate.
 - 9. Funding agency representatives, as appropriate.
 - 10. Others as requested by the Contractor, Owner, and Engineer.

- E. Suggested Agenda:
 - 1. Introductions and Roles
 - 2. Contract Execution and Dates
 - a. Contracts
 - b. Contract Time/Dates
 - c. Copies of Conformed Documents
 - 3. Communications
 - a. Lines of Communication
 - b. Coordination Meetings
 - c. Contact List
 - d. Requests for Information (RFIs)
 - 4. Preconstruction Matters
 - a. Submittals
 - b. Material Acquisition
 - c. Mobilization
 - d. Permitting
 - 5. Construction/Coordination
 - a. Working Days/Hours
 - b. Change Orders
 - c. Locating Existing Facilities
 - d. Demolition
 - e. Testing

f. Updated Schedules

6. Pay Requests

- a. Process
- b. Schedule of Values
- c. Stored Materials
- d. Preliminary As-Builts

7. Contract Closeout

- a. Substantial Completion
- b. Punch-list
- c. Final Acceptance
- d. Warranty
- e. Final Payment

1.03 RESIDENT MEETING(S)

- A. Purpose: To present construction approach to affected residents and to allow residents to ask questions concerning such.
- B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.
- C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and their superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives.
- E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a maximum frequency of once per week or less frequently, i.e. once per month, depending on the level of communication required for the project. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer and sub-consultants, as appropriate.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives, as appropriate.
 - 7. Permit agency representatives, as appropriate.
 - 8. Funding agency representatives, as appropriate.
- E. Suggested Agenda:
 - 1. Work progress since last meeting
 - 2. Work scheduled this period
 - 3. Field observations, problems and conflicts.
 - 4. Construction schedule

- a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
-
- 5. Submittals
 - 6. RFIs
 - 7. Pending Changes and Substitutions
 - 8. Quality Control
 - 9. Pay Requests
 - 10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.
2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 01 29 76 - Progress Payment Procedures
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

1.02 QUALIFICATIONS

- A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.
- B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide a separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - b. Identify the first workday of each month.
 - 3. Scale and Spacing: Sufficient to allow space for notations and future revisions.
 - 4. Maximum Sheet Size: 24 inches by 36 inches.
- B. Format of Listings: The chronological order of the start of each item of work for each structure.
- C. Identification of Listings: By major specification section numbers as applicable and by utility.
- D. Construction Progress Schedules shall be computer generated using software offered by Primavera or approved equal.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity and by structure.
 - 2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:
 - a. Shop Drawing Schedule.
 - b. Installation of temporary facilities.
 - c. Clearing.
 - d. Demolition
 - e. Subcontractor work

- f. Utility Installations
 - g. Paving
 - h. Start-Up
 - i. Project closeout
- 3. Show projected percentage of completion for each item, as of the first day of each month.
- 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
- B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:
 - 1. The dates for Contractor's submittals.
 - 2. The date submittals will be required for Owner-furnished products, if applicable.
 - 3. The date approved submittals will be required from the Engineer.
- C. A typewritten list of all long lead items (equipment, materials, etc.).
- D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.
- E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.

- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime contractors.
- D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

- A. Submittal Requirements.
 - 1. Logic network and/or time-phased bar chart, computer generated.
 - 2. Computerized network analysis:
 - a. Sort by early start
 - b. Sort by float
 - c. Sort by predecessor/successor
 - 3. Narrative description of the logic and reasoning of the schedule.

- B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

- C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted

by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

- D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.
- E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.
- F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
 - 1. Engineer.
 - 2. Jobsite file.
 - 3. Subcontractors.
 - 4. Other concerned parties.
 - 5. Owner (two copies).
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

- A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.
- B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:
 - 1. A logical succession of work from start to finish.
 - 2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.
 - 3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).
 - 4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.
2. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

- D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

- E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity:

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

- F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.

3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

- A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

- A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work, periodically during the course of the Work, and following the completion of the Work.
- B. Summary: This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Preconstruction video recordings.
 - 3. Periodic Construction ground and aerial photographs.
 - 4. Periodic Construction video recordings.
 - 5. Completion construction photographs.
 - 6. Web-based construction photographic documentation.
- C. Related Requirements Described Elsewhere:
 - 1. Section 01 00 00 - General Requirements
 - 2. Section 01 11 00 - Summary of Work
 - 3. Section 01 30 00 - Administrative Requirements
 - 4. Section 01 78 39 - Project Record Documents
- D. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

1.02 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three (3) days of taking photographs
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.

2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.
 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Date photograph was taken.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- C. Construction Photographs: Submit two (2) prints of each photographic view within seven (7) days of taking photographs.
1. Format: Electronic submittal to Engineer.
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer and Construction Manager.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- D. Video Recordings: Submit video recordings within seven (7) days of recording.
1. Submit video recordings in digital video disc format acceptable to Engineer by posting to Web-based photographic documentation service provider's Web site.
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Engineer and Construction Manager.
 - d. Name of Contractor.
 - e. Date video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

- g. Weather conditions at time of recording.
- E. Web-Based Photographic Documentation: Submit time-lapse sequence video recordings simultaneously with recording within seven (7) days of recording.
 - 1. Submit time-lapse sequence video recordings by posting to Web-based photographic documentation service provider's Web Site, identify the posting location. A digital video disc is required monthly.
 - 2. Identification: For each recording, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer and Construction Manager.
 - d. Name of Contractor.
 - e. Date(s) and time(s) video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.04 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three (3) years.
- B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.05 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- B. Digital Video Recordings: Provide high- resolution digital video disc in format acceptable to Engineer.

2.02 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

- A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Engineer.
 - 1. Provide **(Insert Number)** fixed-location camera(s), with the following characteristics:
 - a. Static View, remotely controllable view with mouse click user navigation for horizontal pan, vertical tilt and optical zoom of 500 percent minimum.
 - b. Capable of producing minimum 3.0-megapixel pictures.
 - c. Provide power supply, active high-speed data connection to service provider's network, and static IP address for each camera.
- B. Wireless Hand-Held Cameras: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.
 - 1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
 - 2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub and base station connections.
- C. Web-Based Image Access: Password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time, with images downloadable to viewer's device.
 - 1. Provide public viewer open access to most recent project camera image.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
 - 2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available always for reference. Identify images in the same manner as those submitted to Engineer and Construction Manager.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer and Construction Manager.
 - 1. Flag excavation areas and construction limits before taking construction photographs.
 - 2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take twenty (20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Engineer and Construction Manager - Directed Construction Photographs: From time to time, Engineer and Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

- G. Time-Lapse Sequence Construction Photographs: Take twenty (20) photographs as indicated, to show status of construction and progress since last photographs were taken.
1. Frequency: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment.
 2. Vantage Points: Following suggestions by Engineer and Construction Manager and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - d. Interior Work, through date of Substantial Completion.
- H. Final Completion Construction Photographs: Take twenty (20) color photographs after date of Substantial Completion for submission as project record documents. Engineer and Construction Manager will inform photographer of desired vantage points.
1. Do not include date stamp.
- I. Additional Photographs: Engineer or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
1. Three (3) days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.
 - e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.
- J. Periodic Aerial Construction Photographs: Provide at least two (2) aerial photographs monthly, coinciding with the cutoff date associated with each Application for Payment.

Select vantage points to show status of construction and progress since last photographs were taken.

3.02 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.
- B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.
- C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- E. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Engineer and Construction Manager.
 - 1. Flag excavation areas and construction limits before recording construction video recordings.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - 4. Show protection efforts by Contractor.
- F. Periodic Construction Video Recordings: Record video recording monthly, coinciding weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be thirty (30) minutes.

- G. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.
 - 1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five (5) minutes, from same vantage point each time, to create a time-lapse sequence of thirty (30) minutes in length as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
 - 3. Vantage points: Following suggestions by Engineer and Construction Manager and Contractor, photographer shall select vantage points.

3.03 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

- A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed, viewer-controlled, location camera(s), updated at fifteen (15) minute intervals during daytime operation.
- B. Time-Lapse Sequence Construction Site Recordings: Provide video recording from a fixed location camera to show status of construction and progress.
 - 1. Frequency: Record one (1) frame of video recording every fifteen (15) minutes, from same vantage point each time, to create a time-lapse sequence of construction activities.
 - 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
- C. Maintain cameras and Web-based access in good working order according to Web-based construction photographic documentation service provider's written instructions until final completion. Provide for service of cameras and related networking devices and software.

3.04 DELIVERY OF PHOTOGRAPHS AND VIDEOS

- A. Photographs and videos will be delivered electronically following specifications above with a coordinating log, to the Engineer as attachment to Application for Payment.
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 - 1. Engineer one (1) set.
 - 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents as specified in Section 01 78 39.
 - 3. Contractor one (1) set.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date submitted to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date of material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.
- B. Determine and Verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
1. Date.
 2. Project Title and Number.

3. Contractor's name and address.
 4. Notification of deviations from Contract Documents.
 5. Submittal Log Number conforming to Specification Section Numbers.
- G. The Contractor shall submit descriptive or product data submittals/drawings electronically to the Engineer. The Engineer will review the submittals/drawings and return marked-up submittals/drawings with appropriate review comments electronically to the Contractor.
- H. Once submittals/drawings are approved, they are to be distributed electronically to the Owner, Engineer and Contractor.
- I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. As permitting any departure from the Contract requirements.
 2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.
- E. Resubmittals will be handled in the same manner as first submittals. On Resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop Drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Resubmittal; thereafter review time for subsequent Resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 1. Systems
 2. Processes

3. As indicated in Specifications Sections, all drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each Shop Drawing shall have a transmittal sheet. The transmittal sheet shall display the following:
 1. Project title and number.
 2. Name of project building or structure.
 3. Number and title of the shop drawing.
 4. Date of shop drawing or revision.
 5. Name of Contractor and subcontractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.
 8. Specification number.
 9. Drawing number.

A Letter of Transmittal Excel document shall be provided to the Contractor per request.

[Contractor Company Logo]		[Contractor Company Name]		LETTER OF TRANSMITTAL
		[Address]		
		[Address]		
		[Phone #]		
TO:	Mead & Hunt		DATE:	
ATTN:	Karen Gimbel	karen.gimbel@meadhunt.com	M&H PROJECT NO.	
			COUNTY BID NO.	
		-	RE:	
		-		
SUBMITTAL #	SPEC SECTION(S) #	SHEET(S) #	SUBMITTAL DESCRIPTION	
			SUPPLIER/MANUFACTURER	
Notification of deviations from Contract Documents:				

I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed:	
Type Name:	

- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or

other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
 - 3. A minimum of two (2) samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
 - 1. Name of project.
 - 2. Name of Contractor and subcontractor.
 - 3. Material or equipment represented.
 - 4. Place of origin.
 - 5. Name of producer and brand (if any).
 - 6. Location in project.
 - 7. Submittal Number.

(Samples of finished materials shall have additional marking that will identify them under the finish schedules).

- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the

site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 13
SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

- A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the Engineer shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 JURISDICTIONAL DISPUTES

- A. It shall be the responsibility of the Contractor to pay all costs that may be required to perform any of the Work shown on the Drawings or specified herein in order to avoid any work stoppages due to jurisdictional disputes. The basis for subletting Work in question, if any, shall conform to precedent agreements and decisions on record with the Building and Construction Trades Department, AFL-CIO, dated June, 1973, including any amendments thereto.

1.03 EXCAVATION AROUND AND CONNECTION TO EXISTING UTILITIES

- A. It is essential that the Contractor understand that the existing Owner's facilities must be kept in operation with minimal impact and shut-downs. To this end, the Contractor shall coordinate and consult with the Owner's operating personnel before excavating around or cutting into existing utilities on the site. Existing utilities of major concern are water, sanitary sewer, electrical power conduits, phone and television cables, instrumentation conduits, and cables.
- B. Some areas within the construction site may require hand excavation due to the congestion of underground piping systems and/or due to the criticality of piping systems that may be damaged unavoidably during machine excavation.

- C. Cover for underground piping shall not be less than that indicated on the Drawings, up to a minimum of 30 inches of cover where obtainable. In areas where other piping conflicts preclude the minimum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner's management personnel. Some such connections may have to be made during off-peak hours (late night or early morning hours). The Contractor shall give a minimum of three (3) working days' notice to the Owner when tie-ins with the existing plant utilities are required.
- E. For major utility pipeline tie-ins and relocations, the Contractor shall submit a detailed Plan of Action for review and approval by the Owner and the Engineer. No major utility relocation or tie-ins shall proceed until the Plan of Action for that Work is approved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide Engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Section 31 23 00 - Excavation and Fill
 - b. Section 32 10 00 - Bases, Ballasts and Paving
 - c. Section 03 30 00 - Cast-in-Place Concrete
 - d. Section 33 05 05.31 - Hydrostatic Testing

C. The following schedule defines the responsibility for various tests.

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor

Pressure	As specified in Section 33 05 05.31	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two (2) weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two (2) copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer:

Material	Test or Test Method	Frequency
Subbase	1) AASHO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit one (1) original and (1) electronic copy of reports of inspections and tests to the Engineer including:
 - 1. Date issued.
 - 2. Project title and Engineer's job number.
 - 3. Testing Laboratory name and address.
 - 4. Name and signature of inspector.
 - 5. Date of inspection of inspector.
 - 6. Date of inspection or sampling.
 - 7. Date of test.
 - 8. Identification of product and Specification section.
 - 9. Location in project.
 - 10. Type of inspection or test.
 - 11. Compliance with Contract Documents or not.
- E. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or reject any portion of work.
 - 3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.
- B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

- C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
 - 5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 54 00
CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Furnish, install and maintain required construction aids, remove on completion of Work.
- B. Related Requirements Described Elsewhere:
 - 1. Summary of Work: 01 11 00.
- C. Comply with applicable requirements specified in Sections of Division 2 through 46.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Sections for particular requirements for each trade.
- B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Consult with the Engineer, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

- A. Comply with applicable requirements specified in sections of Division 2 through 46.
- B. Relocate construction aids as required by progress of construction, by storage of work requirements of Owner and other Contractors employed at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of work.
- B. Clean and restore areas damaged by installation by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade and grass areas of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.
- C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

a. If activity impact should **exceed** one acre:

- i. The Contractor must apply for a NPDES permit with the Florida Department of Environmental Protection (FDEP), accessible through the provided link below.

1. https://floridadep.gov/sites/default/files/CGP%20NOI%2062-621.300_4b_0.pdf

- ii. The Contractor must create a Stormwater Pollution Prevention Plan (SWPPP) and provide its location in the NPDES permit, requirements and guidelines are accessible through the provided links below.

1. <http://www.swppps.org/requirements>
2. https://floridadep.gov/sites/default/files/ConstructionSWP_PP_0.pdf

- iii. The Contractor must create a weekly inspection schedule.

1. Additional inspections are required after rainfall exceeding 0.5 inches.

- iv. The Contractor must provide a Certified Person for contact.

1. Certified Person(s) must have Erosion and Sedimentation Control training.

- Page 407 of 1662

3. Florida Department of Transportation (FDOT):
 - a. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
 - i. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.
 - b. FDOT Standard Specifications for Road and Bridge Construction.
 - i. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
 - ii. FDOT Section 570 -- Performance Turf.
 - iii. FDOT Section 901 -- Coarse Aggregate.
 - iv. FDOT Section 981 -- Turf Materials.
 - v. FDOT Section 985 -- Geotextile Fabrics.
 - vi. FDOT Section 987 -- Prepared Soil Layer Materials.
4. U.S. Environmental Protection Agency (EPA):
 - a. EPA (NPDES) -- National Pollutant Discharge Elimination System.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

- A. Sodding, mulching, grassing and seeding are specified in Section 32 92 00.
- B. Backfill is specified in Section 31 23 00.
- C. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Netting shall be fabricated of material acceptable to the Owner.
- B. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- C. Concrete block shall be hollow, non-load bearing type.
- D. Concrete shall be exterior grade not less than one-inch thick.

E. Sediment Fence.

2.03 DUST CONTROL

A. Sodding, mulching, grassing, seeding and tilling are specified in Section 32 92 00.

2.04 BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL

NAME	APPLICATION	MAX DRAINAGE AREA	USEFUL LIFE	COMMENT
Block & Gravel	Inlet protection	<1 acre	3-6 Months	Routine Maintenance Required
Brush Barrier	Perimeter Control	Unspecified	3-6 Months	Routine Maintenance Required
Check Dam / Hay Bale	Control Water Velocity	10 Acres	< 3 Months	Replace as Needed
Check Dam / Rock (Gravel)	Control Water Velocity	10 Acres	18 Months	Max Height 2 feet
Check Dam / Silt Fence	Control Water Velocity	10 Acres	6 Months	Replace as Needed
Construction Road Stabilization	Road Stabilization	Unspecified	Project Life	Routine Maintenance Required
Curb and Gutter Sediment Barrier	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Drain field Pipe Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Floating Turbidity Barrier	Silt/Sediment Containment	Unspecified	> 18 Months	Use in Low Flow Water Body
GeoHay Curb Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Gravel and Wire Mesh	Inlet Protection	<1 Acre	3-6 Months	Routine Maintenance Required
Silt Fence	Perimeter Control	< ¼ Acre per 100 ft of length	3 Months	Trench In & Compact
Silt Fence (Filter Fabric)	Inlet Protection	< 1 Acre	3 Months	Routine Maintenance Required
Sod	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Temporary Diversion Dike	Slope Protection	5 Acres	> 18 Months	Compact / Stabilize Slopes

Temporary Fill Diversion	Slope Protection	5 Acres	1 Day – 1 Week	Rebuild as Needed
Temporary Gravel Construction Entrance	Entrance	Unspecified	Project Life	Routine Maintenance Required
Temporary Sediment Basin	Sediment Removal	> 5 Acres	18 Months	Engineer Must Design
Temporary Sediment Trap	Sediment Removal	5 Acres	18 Months	Stabilize Interior/Exterior Slopes
Temporary Slope Drain	Slope Protection	5 Acres	3-6 Months	Stabilize Outfall
Temporary Right-Of-Way Diversion	Shorten Flow Length	< 5 Acres	3-6 Months	Inspect Weekly or After Rain

PART 3 – EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. No clearing or rough cutting shall be permitted until temporary erosion, sediment and dust control systems are in place, unless permitted directly by the City Engineer.
- B. Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.
- C. Any damage caused by construction traffic to temporary erosion, sediment and dust controls systems shall be repaired immediately by the Contractor.
- D. The Contractor shall be responsible for collecting, storing, hauling and disposing of soil, silt, and waste materials as specified in this or other Specifications and in compliance with relevant federal, state, and local rules and regulations.
- E. Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed. The Contractor shall keep a log of all inspections indicating the following:
 - 1. Date and time of inspection.
 - 2. Inspector.

3. Amount of rainfall.
4. Erosion and sediment control devices inspected.
5. Condition of sediment and erosion control devices.
6. Repairs or maintenance needed.
7. Date repair or maintenance is completed.

3.02 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2-inch in diameter and debris.
2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.03 SEDIMENTATION CONTROL

- #### A.
- Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.04 DUST CONTROL

- #### A.
- The dust control product chosen shall be appropriate for to the site conditions (topography and soils).
- #### B.
- Grade and/or smooth the surfaces to be treated as needed and prescribed by the product guidance before the dust control product is applied.

3.05 PERFORMANCE

- #### A.
- Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of

Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1- GENERAL

1.02 DUST ABATEMENT

- A. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to the wetlands, protected vegetation, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the City and/or Engineer.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site and shall establish regular intervals of collection and disposal of such materials and waste. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of the OSHA Standards for Construction.
- B. Such facilities shall be made available when the first employees arrive on the Work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such a manner as may be required. At the close of each work day, the facilities shall be locked to prevent unauthorized access.
- C. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, or on any lands of the CITY.
- D. Sanitary and Other Organic Wastes: The Contractor shall establish a regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by

the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

1.05 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office. A supply of antidotes shall be kept at the Contractor's office at all times.
- B. The Contractor shall take all precautions to prevent spillage or spraying of any chemicals over the wetlands or protected vegetation. It shall be Contractor's responsibility to immediately inform the Engineer if there is a spillage or spraying of chemicals over the wetlands or protected vegetation. The Contractor shall immediately isolate the affected areas until an investigation is conducted. All damages, including permitting, approval and restoration shall be borne by the Contractor.

1.06 NOISE CONTROL

- A. Noise resulting from the Contractor's work shall not exceed the noise levels and other requirements stated in local ordinances. The Contractor shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the Engineer or the noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.07 HURRICANE AND STORM WARNINGS

- A. The Contractor shall take all precautions necessary to protect the job site during hurricane and storm watches and warnings.

1.08 PERIODIC CLEANUP AND BASIC SITE RESTORATION

- A. During construction, the Contractor shall regularly remove from the site all accumulated trash and debris of any kind which results from its operations.
- B. Upon failure of the Contractor to perform periodic clean-up and basic restoration of the site to the Engineer's satisfaction, the Engineer may, upon 5 days prior written notice to the Contractor, employ such labor and equipment as it deems necessary for the purpose, and

all costs resulting there from shall be charged to the Contractor and deducted from amounts of money that it may be due.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.
3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.
- B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.
- D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
- B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- C. A Request for Substitution of Product may be submitted after the Contractor:
 - 1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.
 - 2. Agrees to provide same warranties or bonds for product substitution as for product specified.
 - 3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of forty-five (45) calendar days after the effective date of the Agreement. Engineer will review requests for substitutions and notify Contractor in writing of Owner's decision to accept or reject requested substitutions within ten (10) working days of receiving request. Only the Owner may accept a substitution.
2. Substitution requests made by means of Shop Drawings or product data submittal will not be considered.
3. After the period of forty-five (45) days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including electronic copies to Engineer.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).
 - 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.
 - 4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.
 - 5. Provide heated storage space for material which would be damaged by freezing.

6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 7. Prior to the installation of equipment, it shall be stored at locations designated and approved by the Engineer.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.
- I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven (7) days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative,

clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

- A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 - 1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.
 - 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 - 4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
 - 5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90)

days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

- A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

- A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.
- B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

END OF SECTION

SECTION 01 71 13
MOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractors' plant and equipment required for first month operations.
 2. Install temporary construction power, wiring, and lighting facilities.
 3. Establish fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
 6. Provide on-site sanitary facilities and potable water facilities as specified.
 7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, EPA, Department of Labor, and all other required notices.
 11. Have Contractor's superintendent at the job site full time.
 12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
 13. Submit a schedule of values of the Work.
 14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all Contractor-owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 71 33
PROTECTION OF ADJACENT CONSTRUCTION

PART 1 - GENERAL

1.01 GENERAL

- A. The Contractor shall protect all existing facilities, including all utilities and improvements not designated for removal, and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.02 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The Contractor shall protect both aboveground and underground utilities and other improvements which may be impaired during construction operations, regardless of whether or not the utilities are indicated on the Drawings. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Except where the Drawings indicate utilities have been field located during design or certain utility locations shall be exposed as part of the Work, the Contractor shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's progress. When such exploratory excavations show the utility location as shown on the Drawings to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.
- D. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the Owner to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- E. Utilities to be Removed: Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the Contractor shall remove and, without unnecessary delay, temporarily replace

or relocate such utility or improvement in a manner satisfactory to the Engineer and the Owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

- F. Owner's Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- G. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the Contractor, unless otherwise repaired by the owner of the damaged utility. If the owner of the damaged facility performs its own repairs, the Contractor shall reimburse said owner for the costs of repair.
- H. Underground Utilities Not Indicated: In the event that the Contractor damages existing utility lines that are not indicated or the locations of which are not made known to the Contractor prior to excavation, a verbal report of such damage shall be made immediately to the Engineer and a written report thereof shall be made promptly thereafter. The Engineer will immediately notify the Owner of the damaged utility. If the Engineer is not immediately available, the Contractor shall notify the utility owner of the damage. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.
- I. Costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the Work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such Work will be paid for as extra Work in accordance with the Contract Documents.
- J. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other Work.
- K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the

operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.03 LAWN AREAS

- A. Lawn or landscaped areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the land owner and the Owner.

1.04 NOTIFICATION BY THE CONTRACTOR

- A. The Contractor must contact "Sunshine State One Call" at (800) 432-4770 a minimum of 48 business hours prior to excavation. The Contractor shall provide the Sunshine State One Call verification number for the project to the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 75 16
STARTUP PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

- A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or their representative.
- B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.
- C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the Contractor.

3.02 START-UP

- A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.
- B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

- A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, perform the start-up demonstration and testing in the presence of the Engineer and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

- B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.
- C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one (1) copy in each Operation and Maintenance Manual.

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT: _____

OWNER: _____

Engineer: _____

CONTRACTOR: _____

DATE: _____

STRUCTURE: _____

EQUIPMENT DESCRIPTION: _____

VENDOR: _____

REPRESENTATIVE: _____ INIT.: _____

of training days required: _____ # received: _____

STARTUP/TRAINING DESCRIPTION:

COMMENTS:

ACCEPTABLE:___ PARTIALLY ACCEPTABLE:___ NON-ACCEPTABLE:

ATTENDEES:

<u>NAME</u>	<u>AFFILIATION</u>	<u>DATE</u>
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Startup Procedures: Section 01 75 16
 - 2. Cleaning and Waste Management: Section 01 74 00
 - 3. Project Record Documents: Section 01 78 39
 - 4. Operation and Maintenance Data: Section 01 78 23
 - 5. Bonds: Section 01 78 33
 - 6. Warranties: Section 01 78 36

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.
 - 3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.
 8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within ten (10) working days after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will, within ten (10) working days, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within ten (10) working days, make an inspection to verify the status of completion after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.
 3. The Engineer will, within ten (10) working days, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.

- e. Penalties and bonuses.
 - f. Deductions for liquidated damages.
 - g. Deductions for reinspection payments
 - h. Other adjustments.
- 3. Total Contract Sum, as adjusted.
- 4. Previous payments.
- 5. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½" x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten

4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs.
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: 2 inches.
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD or portable storage device. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.
 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specified product.
 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.

- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition.
 - b. Color and texture designations.
 - c. Information required for reordering special manufactured products.
 - 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards.

- b. Chemical composition.
 - c. Details of installation.
 - 2. Instructions for inspection, maintenance and repair.
- D. Additional requirements for maintenance data: Applicable sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 33
BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of bond or service and maintenance contract.
5. Duration of bond or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address, and telephone numbers.

D. Bonds are required to be recorded with the County Clerk of Court.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 2. Cover: Identify each packet with typed or printed title "BONDS". List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of warranty or service and maintenance contract.
5. Duration of warranty or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty.
7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "WARRANTIES". List:
 - a. Title of Project.
 - b. Name of Contractor.

- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 78 36-2

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications of the contract.
 - 5. Engineer's Field Orders or written instructions.
 - 6. Approved Shop Drawings.
 - 7. Field Test records.
 - 8. Construction photographs, preconstruction videos, and pipeline videos.
 - 9. Preliminary as-built drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document. "PROJECT RECORD" in neat large, printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimensional and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records or shop drawings.
 - a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.
- D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Accompany each submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor of his authorized representative.
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.
- C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:
1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 2015 or higher, drawing files.
 2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.
5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"- "B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations

between gravity “sanitary hazards” to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.
8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.
9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.
10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.
11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.
12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.
13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 86 26
ELECTRICAL PERFORMANCE REQUIREMENTS

PART 1 - GENERAL

1.01 AUXILIARIES AND ACCESSORIES

- A. The foregoing "General Requirements", Division 1, Section 01 00 00, form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.
- B. Include all auxiliaries and accessories for complete and properly operating systems.

1.02 LAYOUT OF WORK

- A. Drawings are diagrammatic. Correlate final equipment locations with governing Architectural and Structural drawings. Lay out before installation so that all trades may install equipment in spaces available. Provide coordination as required for installation in a neat and workmanlike manner.

1.03 INVESTIGATION OF SITE

- A. Check site and existing conditions thoroughly before bidding. Advise Engineer in writing of discrepancies or questions noted.

1.04 SUPERVISION OF THE WORK

- A. Provide field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable sizes and complexity. At least one member of the Electrical Contracting Firm shall hold a State Master Certificate of Competency.

1.05 COORDINATION

- A. Provide all required coordination and supervision where work connects to or is affected by work of others and comply with all requirements affecting this Division. Work required under other divisions, specifications, or drawings to be performed by this Division shall be coordinated with the Contractor and such work performed at no additional cost to Owner.

1.06 BASIS FOR WIRING DESIGN

- A. The drawings and specifications describe specific sizes of switches, breakers, fuses, conduits, conductors, motor starters and other items of wiring equipment. Wherever the Contractor provides power consuming equipment which differs from drawings and

specifications, the wiring and associated circuit components for such equipment shall be changed to proper sizes to match at no additional expense to the Owner.

1.07 PROVISIONS FOR OPENINGS

- A. Locate all openings required for work performed under this section. Provide sleeves, guards or other approved methods to allow passage of items installed under this section.

1.08 CONCRETE PADS

- A. Furnish and install reinforced concrete pads for transformers, and motor control centers, of size as shown on the drawings or required. Unless otherwise noted, pads shall be 4 inches high and shall exceed dimensions of equipment being set on them, including future sections, by 6 inches on all sides, except when equipment is flush against a wall, then the side or sides against the wall shall be flush against a wall, then the side or sides against the wall shall be flush with the equipment. Chamfer top edges $\frac{1}{2}$ -inch with forms. Trowel all surface smooth.

1.09 SURFACE MOUNTED EQUIPMENT

- A. Surface mount fixtures, outlets, cabinets, conduit, panels, etc. shall have finish or shall be painted as directed by Engineer. Paint shall be in accordance with other applicable sections of these specifications.

1.10 MATERIALS

- A. Reference: "General Requirements of the Contract", Division 1.

1.11 SUBSTITUTIONS

- A. Reference General Requirements, Division 1.

1.12 ADDITIONAL REQUIREMENTS

- A. Keep two (2) sets of white prints on the job, and neatly marked up design drawings each day as components are installed. Different colored pencils shall be used as directed for different systems. Cost of prints shall be included under this Division. All items on Progress Drawings shall be shown in actual location installed. Change any equipment schedules to agree with items actually furnished.
- B. Prior to request for final payment, furnish a set of neatly marked prints of drawings to General Contractor.

- C. Submit for checking a specific set of written Operating Instructions on each item which required instructions to operate. After approval, provide one additional copy for insertion in each Technical Information Brochure.
- D. Submit for approval Maintenance Information consisting of manufacturer's printed instructions and parts lists for each major item of equipment. After approval, insert information in each Technical Information Brochure.
- E. The work required under this Division shall include a one-year guarantee unless otherwise noted. This guarantee shall be by the Contractor to the Owner for any defective workmanship or material which has been furnished under this Contract at no cost to the Owner for a period of one year from the date of substantial completion of the System. This guarantee shall not include light bulbs in service after one month from date of Substantial Completion of the System. Explain the provisions of guarantee to the Owner at the "Demonstration of Completed System".
- F. All work on the System shall be completed, and all forms and other information shall be submitted for approval one week before the request for final inspection of the building.

1.13 CUTTING AND PATCHING

- A. Reference: "General Requirements of the Contract", Division 1, Section 01 00 00.
- B. Supplementary Requirements: Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

1.14 PROPRIETARY NAMES

- A. For convenience of description and as a standard for grade, type, quality, and performance characteristics, proprietary names are included with some description. This does not imply preference to specific manufacturers (except where multiple choice is specified or where otherwise noted to match existing conditions), but minimum requirements with approval to be made by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 25 16
EXISTING CONCRETE ASSESSMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor, materials, equipment and incidentals required to cut, repair, demolish, excavate or otherwise modify parts of existing structures or appurtenances as shown on the Drawings and as specified herein, including connecting new concrete to existing concrete, as necessary to complete the work under this Contract.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 03 30 00 - Cast in Place Concrete

1.03 QUALITY ASSURANCE

- A. Do not cut, remove, or otherwise alter existing structures or concrete until authorization is given by the Engineer.
- B. When removing materials or portions of existing structures, and when making openings in existing structures, take all precautions and use all necessary barriers and other protective devices so as not to damage the structures beyond the limits necessary for the new work, nor to damage the structures or contents by falling or flying debris. Unless otherwise permitted, line drilling will be required in cutting existing concrete.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Epoxy Bonding Compound: Two component, moisture insensitive, heavy viscosity, high strength, rigid epoxy system that will bond under dry, damp or wet conditions, and is equal to BurkEpoxy MV or BurkEpoxy Mortar as manufactured by The Burke Company, Sikadur Hi-Mod as manufactured by Sika Chemical Corp., or Eurco 615 Epoxy as manufactured by Euclid Chemical Company.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Take field measurements in the required structures to determine the amount of concrete to be removed and/or repaired and the amount of patching to be done.

3.02 CONSTRUCTION METHODS

- A. Where new concrete is to be made integral with existing concrete, use the methods shown in the Drawings.
- B. Mix and apply all bonding and patching materials in accordance with the manufacturer's instructions and recommendations.

3.03 MODIFYING OR REPAIRING EXISTING CONCRETE

- A. Remove concrete to the depths shown or required. Roughen contact surface by chipping, sandblasting, scarifying or other approved methods. Thoroughly clean the surface, removing loose particles and dust.
- B. Cut off projecting reinforcement when required to provide at least 2-inch cover. Where shown, bend reinforcement across cut face and cover with new concrete.
- C. Thoroughly wash the roughened concrete surfaces and keep the surfaces saturated for at least six (6) hours before placing new concrete. Remove all free water prior to placing the concrete. An epoxy bonding compound, as specified, may be used in lieu of saturating surface for six (6) hours.
- D. Place cement mortar, where required, to a thickness slightly in excess of the finished surface, and steel-trowel-finish, flush with the adjacent surface.
- E. When the finish surface of new concrete in exposed surfaces is not specified to be coated, match the color of the existing adjoining concrete as closely as possible.
- F. Mix cement mortar in the proportions of 1-part Portland cement to two parts of sand by volume. Do not use accelerating admixtures in surface treatment. Where shown on the Drawings, use a non-shrink grout for patching and filling.

3.04 CONNECTIONS, NEW CONCRETE TO EXISTING CONCRETE

- A. Make connections to existing concrete as shown on the Drawings.

- B. Where it is necessary to expose existing reinforcement, clean the reinforcing rods or wire mesh by wire brushing and hook new reinforcement into existing reinforcement and lap or weld as directed. Provide at least 3/4-inch clearance around each bar.
- C. Mix and apply the epoxy in strict accordance with the printed instructions of the approved manufacturer.
- D. Preparation of Concrete Surfaces:
 - 1. Surfaces must be clean and sound. Surfaces may be dry, damp, or wet, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes, foreign particles, and disintegrated materials by mechanical abrasion methods such as sandblasting. Sandblast steel to appropriate finish.
 - 2. If the concrete surfaces are sound and it is only necessary to remove laitance, grease or dust, the Contractor may, with the prior written approval of the Engineer, forego sandblasting and wash the concrete with a degreasing and etching chemical applied in accordance with the manufacturer's written instructions and as stipulated in these Specifications hereinafter.
 - 3. Degreasing and Etching Chemical: ProSoCo, Inc., Sure-Klean Degreaser & Etch, or equal, with water white color, flash point above 150°F, and consisting of a blend of organic and inorganic acids with a special solvent system incorporating wetting agents for emulsification.
 - 4. Application of Degrease and Etching Compound: Prewet concrete surfaces with clean water. Brush concentrated cleaner onto concrete surface. Let stand 3 to 4 minutes and reapply, brushing stained areas vigorously. Rinse off with fresh water applied at a minimum volume of five gallons per minute.
- E. Application of Bonding Compound:
 - 1. Cover the area to be overlaid with one coat of the epoxy compound applied with long-nap paint rollers, brushes, brooms or by spray as per manufacturer's instructions.
 - 2. Place the concrete while the epoxy compound is still tacky. If the bonding compound should harden before the concrete is placed, apply a fresh coat over the hardened coat and proceed.
- F. Application of Grouting: To prepare a grout for anchor bolts or to level base plates, mix the compound as recommended by the manufacturer.

- G. Weather Limitation: Place the epoxy compound only when both the concrete surface temperature and the ambient temperature are as recommended by the manufacturer.

3.05 OPENINGS IN CONCRETE

- A. Where openings are required for pipes, thimbles for gates, gate stems or other installations in existing concrete structures, cut the existing concrete within the limits required, as shown on Drawings or specified, expose the existing reinforcing steel and perform the work in such a manner as to prevent damage to the existing adjacent structures or equipment.
- B. Unless otherwise permitted, line drilling will be required.
- C. Where concrete is cut to provide openings for gate stems, accurately install pipe sleeves and grout in place in an approved manner.
 - 1. Clean the exposed reinforcement by wire brushing, then cut and bend to permit the installation and finally bend around the new pipe or thimble. Provide additional reinforcement as shown on the drawings for typical reinforcing details of openings in walls and slabs, otherwise shown, specified or required.
 - 2. After installation of pipelines and thimbles, etc., prepare the existing concrete as specified above and fill the void between the outside of the pipe or thimble and the existing concrete with non-shrink non-metallic grout.

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes furnishing all labor, materials, equipment and incidentals required for selective site demolition.
2. This Section provides for the complete or partial removal and disposal of specified existing structures, foundations, piping, mechanical, and miscellaneous appurtenances encountered during construction operations.
3. This Section specifies certain activities necessary to maintain and facilitate operation during and immediately following construction and do not purport to cover all the activities necessary. The Contractor shall exercise due care for the existing system operation and shall maintain continuous operation of the existing lift station and the overall wastewater service and minimize operation inconvenience. In accordance with this requirement, a Demolition and Removal Plan shall be developed in accordance with Paragraph 1.05.
4. Demolition includes:
 - a. Demolition, complete or partial removal and cutting of existing piping and/or structures as required for the new construction.
 - b. Disposal of salvageable and excess unacceptable material as specified below.
 - c. Complete removal and off-site disposal of excess and unacceptable materials.
5. The Contractor shall examine the various drawings regarding the proposed site, visit the proposed site and determine for himself the extent of the work, the extent of work affected therein and all conditions under which he is required to perform the various operations.
6. Specific piping and/or structures to be partially or completely demolished are identified in the Construction Drawings.

1.02 PERMITS AND NOTICES

- A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The Contractor shall comply with the requirements of the permits.
- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and companies or local residents located within the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.03 CONDITIONS OF PIPING AND/OR STRUCTURES

- A. The Standard Building Codes shall control the demolition, modification or alteration of the existing piping and structures.
- B. No blasting shall be done on site. The Contractor shall not bring or store any explosives on site.

1.04 DISPOSAL OF MATERIAL

- A. Salvageable material shall become the property of the Owner, if the Owner requests any specific item. The Contractor shall dismantle all materials to such a size that it can readily handle and deliver any of this salvageable material requested by the Owner to a storage area designated by the Owner.
- B. The following materials are examples of the type that the Owner may maintain ownership of:
 - 1. Valves greater than 3 inches in diameter.
 - 2. Water meters on service connections.
- C. Any materials that the Owner rejects shall become the Contractor's property and must be removed from the site.
- D. Concrete, concrete block and unsalvageable bricks shall be hauled to a waste disposal site by the Contractor.

- E. All other material shall be hauled to a waste disposal site by the Contractor.
- F. The storage of or sale of removed items on the site will not be allowed.

1.05 SUBMITTALS

- A. Submit to the Engineer for approval, two (2) copies of the proposed Demolition and Removal Plan for the modifications as shown on the Drawings or as specified herein prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility service as required. The Demolition and Removal Plan shall include as a minimum, the following:
 - 1. A detailed sequence of demolition and removal work to insure the uninterrupted operation of the Owner's utility systems, and the expeditious completion of the Contractor's work.
 - 2. Evidence (by signature) of approval by the Owner of the work plan.
- B. Before commencing demolition work, all modifications necessary to bypass the affected portion of the system will be completed. Contractor shall coordinate with the residential Owner's personnel to determine the locations of the affected valves, fittings and water meters.
- C. The above procedure must be followed for each individual demolition operation.

1.06 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets, and sidewalks both onsite and off-site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provided alternate traffic routes around closed or obstructed access ways.

1.07 DAMAGE

- A. Promptly repair damage caused to adjacent facilities by demolition operations at no cost to the Owner.

1.08 UTILITIES

- A. Maintain existing utilities to remain in service and protect against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days' notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with requirements of the utility companies or the municipality owning or controlling them.

1.09 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.
- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.10 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - MATERIALS (NOT USED)

PART 3 - EXECUTION

3.01 SEQUENCE OF WORK

- A. The sequence of demolition and removal of the existing facilities will be in accordance with the approved Demolition and Removal Plan as specified in Paragraph 1.05 of this Section. The Contractor is solely responsible for construction and demolition sequencing of the Work.

3.02 REMOVAL OF EXISTING PIPING AND APPURTENANCES

- A. Subject to the constraints of maintaining the existing systems in operation, existing piping and appurtenances not necessary for the operation of the new system shall be removed as shown or indicated on the Drawings.
- B. All piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the Owner as specified in Paragraph 1.04 above shall be dismantled sufficiently to permit thorough cleaning and draining. All valves shall be left open. All abandoned piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as shown on the Drawings.
- C. All water meters on residential service connections located within the right-of-way that have not been relocated and connected to the new service lines shall be removed and given to the Owner.

3.03 STRUCTURES TO BE COMPLETELY DEMOLISHED

- A. Existing structures shall be demolished as shown on the Drawings. Structures shall be demolished to make room for construction of new facilities, unless otherwise shown on the Drawings. All demolished material shall be removed from site by Contractor.

END OF SECTION

SECTION 03 30 00
CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all materials, forms, transportation and equipment, and performing all necessary labor to do all the plain and reinforced concrete work shown on the Drawings, or incidental to the proper execution of the work, or as herein specified.
- B. Composition: Concrete shall be composed of cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce a plastic workable mixture in accordance with all requirements under this section suitable to the specific conditions of placement.

1.02 SUBMITTALS

- A. All materials specified shall be certified by the producer or manufacturer that the furnished material meets the specific requirements of the specifications. Concrete mix designs shall be submitted for approval prior to placement.

1.03 CODES AND STANDARDS

- A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318" Building Code Requirements for Structural Concrete", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- C. Slump: ASTM C-143
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.

- E. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

- A. Shall comply with the standard specifications for Portland Cement, A.S.T.M. designation C-150, Type II, or Type III (high-early), where indicated on drawings.

2.02 CONCRETE AGGREGATE

- A. Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.
- B. Fine Aggregate - Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand known as Lake Wales, Interlachen, or approved equal. The source, composition, quality and gradation of the fine aggregate shall be subject to the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

2. The fine aggregate shall be reasonably well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent Retained</u>
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

C. Deficiencies in the percentages of the fine aggregates passing the No. 50 and No. 100 Sieves may be remedied by the addition of pozzolanic or cementitious materials excepting Portland cement. Such materials must meet the approval of the Engineer.

D. Coarse Aggregate.

1. Coarse aggregate shall consist of hard, tough, durable components free from adherent coatings and vegetable matter, and shall not contain soft, friable, thin or elongated particles in quantities considered deleterious by the Engineer. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of desired strength, density, and workability. The source, composition, quality and gradation of the coarse aggregate shall be subject to the approval of the Engineers. Samples of the coarse aggregate shall be furnished together with certified copies of the gradation and analysis from a recognized testing laboratory.

2. All coarse aggregate shall be washed and shall be free from disintegrated pieces, salt, alkali, vegetable matter and adherent coatings. The total percentage of all deleterious substances shall not exceed five percent (5%) by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4 inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing

Maximum Size Square Mesh Screen	97 - 100%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER

A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.04 REINFORCEMENT

- A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.
- B. Welded Wire Fabric: ASTM A185, gauges, spacing and dimensions as indicated.
- C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.
- D. Tie Wire: 16 gauge minimum, black, soft annealed.
- E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.
- F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.05 FORM WORK

- A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.
- B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled, and edge sealed, with thickness not less than 3/4 inch.
- C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoled.
 - 1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.
 - 2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.
- D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 2-inch-wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wool and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.

- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inches, adhered with an approved two-part epoxy.
- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two (2) pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
 - 1. Working drawings of formwork are submitted.
 - 2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.
 - 3. Form ties have removable cones, which are filled to match concrete.
 - 4. Joints in panels are fully watertight.
 - 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.
- O. Shoring: As designed and executed by Contractor to support all loads.
- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.
- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.06 ADMIXTURES

- A. Air Entraining Admixture: ASTM C260.
- B. Water Reducing and Retarding Admixture:
 - 1. Concrete Without Superplasticizer:
 - a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
 - b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
 - c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.
 - 2. Concrete with Superplasticizer:
 - a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rheoplastic state in excess of two (2) hours if necessary.

- b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

- a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND.

- A. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

- A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of

strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 6 mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.
- D. Preformed Expansion Joint Filler:
 - 1. Bituminous type conforming to the requirements of ASTM D994.
 - 2. Nonextruding type, self-expanding cork, 3/4-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and one-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.

- I. Burlap Mats: Conform to AASHTO Specification M182.
- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.
- K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the Engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.
- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than four percent (4%) of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the Engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.
4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.01 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a thoroughly plastic mixture which will work readily into the corners and angles of the forms and around the reinforcement but without permitting the materials to segregate or excess free water to collect on the surface. The percentage of sand shall not be less than thirty percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.
- B. The total content, including the surface water contained in the aggregate, shall not exceed 5.7 gallons per sack of cement. The slump shall not exceed 4 inches. Air-entraining admixture shall be Darex AEA as manufactured by the Dewey and Almy Chemical Company.
- C. The amount of air entrained in the freshly mixed concrete shall not be less than three percent (3%) nor more than six percent (6%). The minimum cement content in sacks per cubic yard of concrete shall not be less than 6 sacks per cubic yard for Class "A" concrete.
- D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready-mixed concrete shall conform to the "Standard Specifications for Ready-Mixed Concrete", (A.S.T.M. designation C-94).
 1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.
 2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.
 3. All concrete shall be Class "A" unless otherwise shown on the drawings.

3.02 MIXING AND PLACING

- A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).
- B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.
- C. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:
 - 1. Date and time leaving plant Additives (if any)
 - 2. Type of cement and weight Site arrival time
 - 3. Quantity of water and time added Site leaving time
- D. Concrete.
 - 1. Ready-mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.
 - 2. Except for materials and/or procedures otherwise specified herein, ready-mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.
 - 3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.
- E. Mixer Speed.
 - 1. Neither the speed of any mixer nor the quantity of material loaded into any mixer shall exceed the recommendations of the manufacturer.
 - 2. Excessive over-mixing, required additions of water to preserve the required consistency, shall be cause for rejection of the batch.
 - 3. Concrete shall not remain in a transit mixer or agitator truck more than ninety (90) minutes after the water has been introduced, and not for more than forty-five (45) minutes if any approved retarding agent is not used.
 - 4. Minimum mixing time shall be fifty (50) revolutions of drum at rated speed.

F. Measurement.

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.
2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8-1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes.

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.
2. Maximum Water-Cement Ratio:
 - .37 (lbs/lb) - Concrete with superplasticizer
 - .38 (lbs/lb) – Concrete in Marine Environments
 - .45 (lbs/lb) - Class A concrete without superplasticizer
 - .55 (lbs/lb) - Class B concrete without superplasticizer
 - .65 (lbs/lb) - Class C concrete without superplasticizer
3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).
4. Slump: 4 inches plus or minus 1 inch for Class A and B without superplasticizer.
 - 7 inches plus or minus 1 inch for Class A and B with superplasticizer.
 - 8 inches plus or minus 1 inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.
2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four (4) hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set-up concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.
3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand-rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading and rodding.
5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2-1/2 cement-sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than twenty (20) minutes before concrete placement. The surface of previously placed hardened concrete shall be clean and wet before grouting or shall be treated with a bonding agent as required. Puddles of water in horizontal recessed keys shall be avoided by the use of drain recesses to outside edge of concrete. Concrete in walls and deep beams shall be placed in lifts not to exceed three layers at 12 inches each for the full length of the pour before proceeding higher. The placing of concrete shall not be delayed more than twenty (20) minutes between layers or lifts.
6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately thirty (30) minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to ensure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.03 CURING AND PROTECTION

A. Curing:

1. Immediately after surface defects have been repaired, apply a spray coat of curing compound to all exposed surfaces, including slabs, walls, beams and columns in accordance with the manufacturer's recommendations. Protect exposed steel keyways and other embedded items from the curing compound. Water cure, as specified in paragraph B hereunder, all concrete surfaces that are to be exposed to wastewater, surfaces that are to be coated with a coal tar epoxy system, and concrete floors requiring a bond for special finishes.
2. Do not apply compound during periods of rainfall. Should the film become damaged from any cause within the required curing period, immediately repair the damaged portions with additional compound. Upon removal of forms, immediately coat the newly exposed surfaces to provide a curing treatment equal to that provided for the surface.
3. Curing and Sealing Compound: Use clear compound conforming to Federal Specification TT-C-800A, thirty percent (30%) solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.
4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of seven (7) days for normal Portland cement or four (4) days for high early strength cement. Do not submerge concrete poured in the dry until it has attained sufficient strength to adequately sustain the stress involved and do not subject it to flowing water across its surface until it has cured four (4) days.
2. Continuous Fogging: Perform continuous fogging by fogging with a nozzle which so atomizes the flow of water that a mist, and not a spray, is formed. Fog the concrete surface regularly without allowing any part of the surface to become dry.

Take all necessary precautions to prevent erosion of the concrete surface by the water.

3. Covering with Waterproof Sheets: Keep the entire area to be cured continuously wet by fogging, as specified in the fogging paragraph above, for at least eighteen (18) hours and then immediately cover with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, without wrinkles or air bubbles, held down tautly at all edges. Do not use this method on slabs which will be exposed to view.

3.04 PLACING REINFORCEMENT

- A. All reinforcement shall be detailed, fabricated and erected in accordance with the A.C.I. "Manual of Standard Practice for Detailing Reinforced Concrete Structure", (A.C.I. 315), including bar supports and spacers. At splices all reinforcing bars shall be lapped a minimum of 24 bar diameters but not less than 12 inches.
- B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.
- C. Wire mesh, unless otherwise shown on the drawings or specified, shall be 6" x 6" No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM Designation A185, latest revision.
- D. Space chairs and bolsters in accordance with ACI 315 and 318 using height to furnish cover over reinforcing required. Chairs with plastic feet or stainless steel shall be used in all beams and elevated slabs. Chairs for other concrete adjacent to or on the ground may be pieces of concrete block or concrete brick compressed into subgrade with the rebars bearing directly on the pointed edge of the masonry supports, or chairs set on precast concrete pads compressed into the subgrade.
- E. When placed in the forms, reinforcement shall be clean and free of all loose rust, scale, dust, dirt, paint, oil or other foreign material, and shall be accurately and securely positioned both laterally and vertically before placing concrete. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- F. The rebars shall be fastened together at every intersection or at intervals not greater than 24 bar diameters by wire ties or by some alternate method acceptable to the Engineer. In areas where large bars are closer together, the wire ties may be spaced not more than 30 bar diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.
- B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.
- C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties and braces shall be required for all forms.

Chamfer strips made from nominal dimensional 1" x 1" lumber cut on the diagonal shall be installed at the top of the forms on all exposed edges of walls, slabs, beams and other structures above grade.

- D. Drip edge shall be made from wood quarter round and installed where shown. Extruded plastic fillets shall be used where detailed. Circular structures shall be formed with special care, and attention to the appearance of the finished structure. Random location of fillers, non-modular sections, and excessive deviations from true circular segments shall be cause for rejection of the forms.
- E. The Contractor shall be fully responsible for the adequacy of formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by drawings.
- F. Slots, chases, recesses, or other openings as shown on the drawings or as needed for the work of any other trades shall be boxed out.
- G. Box out for all temporary openings and build forms to seal them up when and as required.
- H. After sealing and immediately before the placing of reinforcing, faces of all forms in contact with the concrete shall receive a thorough coating of the liquid form releasing agent, applied in compliance with the manufacturer's instructions.
- I. Reused forms shall be thoroughly cleaned out of dirt, debris, concrete and foreign matter. Forms shall not be reused if they have developed defects which would affect their tightness

and strength or desired surface finish. Used forms shall not be used for architectural concrete.

- J. Forms shall be removed in a manner that will prevent injury to concrete. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support their weight and any load thereon.
- K. Removal shall be in sequence as approved by the Engineer. Unless test cylinders warrant another procedure, the forms shall not be removed from members prior to the time listed in the schedule hereinafter unless otherwise directed.
- L. Bonding to Existing Surfaces: Clean existing concrete surfaces that are to have new concrete bonded thereto of all grease, oil, dust, dirt and loose particles and coat with an epoxy bonding agent just prior to placing of the new concrete. Apply the bonding agent as recommended by the manufacturer and allow the agent to become tacky before the new concrete is placed. Do not allow the bonding agent to overlap or be spilled on the surfaces to be exposed after the work is completed.

3.06 FORM REMOVAL

- A. Maintain formwork in place for the following structural conditions until the concrete has attained the minimum percentage of indicated design compressive strength or for the period of time specified in the following table.

Note: Time periods in the table include all days except those in which the temperature falls below 40°F.

<u>Structural Member or Condition</u>	<u>Normal Strength Concrete</u>	<u>Normal High-Early Strength Concrete</u>	<u>Minimum Compressive Strength for Form Removal (% Design Strength)</u>
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70

Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

3.07 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least six inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.
2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.
3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one-part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.
4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.
5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

Finish

<u>Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than two inches, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inches or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

- a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

<u>Finish Designation</u>	<u>Area Applied</u>
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than ten percent (10%): Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.

S-5 Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.

- C. Floated Finish: After concrete has been placed, consolidated, struck off and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.
- D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.
- E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8 inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.
- F. Hardener Finish: Where indicated to receive a troweled hardener finish, water cure slabs without application of curing and sealing agent. When slab is at least twenty (20) days old and thoroughly dry, apply the hardener in accordance with the manufacturer's recommendations. Where dry-shake hardener or slip resistant finish is required, apply the hardener or slip-resistant product prior to complete curing and finishing, in accordance with the requirements and recommendations of the product manufacturer.
- G. Saw Cut Joints: Cut joints that are to be saw cut not sooner than two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.07 TESTS

- A. Compressive strength tests shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the American Society for Testing Materials Standard Methods C-31 and C-39, latest revision. Four (4) specimen test cylinders shall be taken from each pour of five cubic yards or more. One additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.
- B. Test specimens shall be taken from manhole bottom pours of less than five cubic yards as directed by the Engineer. Test specimens shall be taken in the presence of the Engineer.

One cylinder from each pour shall be broken at seven (7) days, the remainder at twenty-eight (28) days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

- C. Slump test shall be made in accordance with ASTM C143, latest revision, and shall be made with each load and at time of cylinders.
- D. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimen, and shall provide clean, moist sand or burlap for curing. Cylinder shall not be shipped to the testing laboratory until the third day following preparation and shall be protected from accidental damage at all times.
- E. The test cylinders shall be tested in a recognized commercial testing laboratory at the expense of the Contractor.

3.08 EXPANSION JOINTS, CONSTRUCTION JOINTS AND WATER STOPS

- A. Expansion Joints shall be places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.
- B. Construction Joints shall be located in accordance with a schedule of pours which shall be prepared and submitted by the Contractor. Vertical construction joints shall be held to the minimum number consistent with good standard practice.
- C. Water Stops. Material for water stops shall be 9-inch PVC multi-rib center-bulb type for expansion joints, and 1/4" x 4" and 1/8" x 4" structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION

SECTION 03 60 00
GROUTING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all labor, materials, tools and equipment and perform all grouting as specified hereinafter and indicated on the Drawings.

1.02 RELATED WORK

- A. Section 03 30 00: Cast-In-Place Concrete

1.03 SUBMITTALS

- A. Submit manufacturer's literature for review on the following items:
 - 1. Non-shrink grout data including grout properties, mixing, surface preparation and installation instructions.

1.04 DELIVERY AND STORAGE

- A. Deliver and store grouting materials in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Non-shrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Non-shrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean all bonding surfaces of dust and oil.

3.02 INSTALLATION

- A. Non-shrink Grout:

1. Use non-shrink, nonmetallic grout for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates. Use epoxy grout for anchor bolts, etc., where indicated on the Drawings.
2. Mix and place non-shrink grout as recommended by the manufacturer.
3. Mix grout as close to the work area as possible and transport quickly to its final position in a manner which will not permit segregation of materials.
4. Cure non-shrink grout with water saturated burlap for at least three (3) days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.
5. Do not operate machinery set on grout pads until the grout has cured for at least twenty-four (24) hours.

END OF SECTION

SECTION 05 14 00
STRUCTURAL ALUMINUM FRAMING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Scope of Work: The work under this Section includes fabrication and erection of structural aluminum.

1.02 RELATED WORK

- A. Section 01 33 23 - Shop Drawings, Product Data, and Samples

1.03 QUALITY ASSURANCE

- A. Qualifications: Fabrication and erection shall be by a qualified fabricator and erector approved by the Engineer. Preparation of Shop Drawings shall not begin until the fabricator and erector have been approved.
- B. Standards: Unless otherwise specified, all materials, workmanship and practices shall conform to the current editions of the following Standards:
 - 1. Florida Building Code.
 - 2. Aluminum Construction Manual, latest edition by the Aluminum Association.
 - 3. OSHA Standards.

1.04 SUBMITTALS

- A. Complete Shop Drawings, signed and sealed by the fabricators structural engineer with required design loads including material lists, fabrication and erection drawings shall be submitted for approval in accordance with Section 01 33 23. Fabrication shall not be approved until the submission has been approved.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Standard Shapes, Bars & Plates:

1. ASTM B 209 - Alloy 6061-T6.
 2. ASTM B 308 - Alloy 6061-T6.
- B. Aluminum Fasteners: Connections of aluminum to aluminum shall be of aluminum. Bolts shall meet the requirements of ASTM B316 for alloy 2024-T4. Bolts shall have an anodic coating having a minimum thickness of .0002 inches. Nuts shall be 6061-T6. Washers shall be Alclad 2024-T4.
- C. Stainless Steel Fastenings: Connections of aluminum to stainless steel or concrete shall be stainless steel bolts of AISI Type 316.

2.02 FABRICATION

- A. Fabrication shall be in accordance with the specified standards. Size of various members and number or parts indicated on the drawings are minimal and shall be increased as necessary to meet requirements. Stairs shall comply with OSHA standards. Splices not indicated on the Drawings will not be permitted.
- B. Surface Treatment: Treatment is required only if indicated on the Drawings.

PART 3 - EXECUTION

3.01 ERECTION

- A. Erection shall be in accordance with the specified standards and as indicated on the Drawings.
- B. Where the contact of dissimilar metals may cause electrolysis or where aluminum will contact concrete, mortar or plaster, the contact surface of the metals shall be coated with a bituminous coating.

END OF SECTION

SECTION 05 50 00
METAL FABRICATIONS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Scope of Work: This Section covers the use of miscellaneous metals, shapes and sheets, fittings, fasteners, wirework, Contractor fabricated pipe supports, etc., not specified elsewhere in these Specifications.
- B. Related work specified elsewhere:
 - 1. Section 09 90 00: Painting and Coating

1.02 QUALITY ASSURANCE

- A. Standards: Unless otherwise specified, all materials, workmanship and practices shall conform to the current editions of the BOCA Building Code, OSHA Standards, AISC Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings, Code of Standard Practice, American Welding Society Code AWS D1.1, Aluminum Construction Manual and the other Standards referenced in this Section.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel: Miscellaneous steel plates, shapes, bars and connections shall conform to the requirements of ASTM Designation A36 and shall be galvanized by the hot dip method after fabrication in accordance with the requirements of ASTM Designation A123. Steel shall comply with the provisions of Section 05 12 00.
- B. Steel Pipe: Steel pipe used for miscellaneous members and connections shall conform to the requirements of ASTM Designation A53, Schedule 40, galvanized except as otherwise indicated.
- C. Anchor Bolts and Fasteners:

1. Anchor bolts securing equipment or any assemblies subject to vibrations or movements, shall be stainless steel hook anchors conforming to ANSI 316 and ASTM A193 grade B8M, unless otherwise noted. Hook anchors shall be to the farthestmost layer of reinforcing. The minimum length protruding for the face of concrete shall be 6 inches and the minimum length of hook shall be 6 inches. All dimensions and sizes of anchor bolt shall comply with manufacturer's recommendations.
 2. Anchor bolts and fasteners not securing equipment or assemblies subject to vibration shall be stainless steel wedge or adhesive anchors conforming to ANSI 316 and ASTM A193 grade B8M, unless otherwise noted. Wedge anchors shall be as manufactured by "HILTI" or equal. Adhesive anchors shall consist of a self-contained vinyl ester adhesive cartridge and anchor rods. Adhesive anchor shall be AVA adhesive anchoring system as manufactured by "HILTI", or equal.
- D. Welding Electrodes: Welding electrodes for structural steel shall conform to AWS A5.5, E70XX. Use 4043 filler metal for aluminum. Use type E308 electrode where the base metal is type 304 stainless steel and type E309 where the base metal is type 316 stainless steel or where stainless steel is welded to carbon steel. Field welding of galvanized steel shall not be acceptable.
- E. Castings: Castings for manhole frames, covers and other items shall conform to the requirements of ASTM Designation A48, Class 30 and the details shown on the drawings. Castings shall be true to pattern in form and dimensions and free of blow holes, cracks and other pouring faults and defects. The seating surfaces between frames and covers shall be machined to fit true as not to rock or rattle. Lifting or "pick" holes shall be provided but shall not penetrate through the cover. No plugging or filling will be allowed. If the area is subject to flooding, the castings shall be of a waterproof design with rubber gasket and stainless-steel bolts to fasten lid to frame.
- F. Aluminum Stairs: Aluminum stairs shall be as indicated on the Drawings. Stairs shall be connected to the appropriate structural members. Stair members shall be constructed to support dead loads and additional live working stresses permitted for materials in BOCA Building Code. Size of various members and number of parts indicated on the Drawings are minimum and shall be increased as necessary to meet requirements. Stairs shall comply with OSHA Standards.
- G. Aluminum Stair Treads: Aluminum stair treads shall be of the same pattern and alloys as the aluminum grating and shall have a 1 1/3-inch-wide abrasive nosing. Aluminum bars shall have a standard mill finish.

- H. Miscellaneous Aluminum: Miscellaneous aluminum shapes, bars and plates shall be Alloy 6061-T6, except when otherwise specified.

2.02 FABRICATION

- A. Insofar as possible, fabricated material shall be fitted, and shop assembled ready for erection. Welding and equipment shall conform to American Welding Society's Code for Welding in Building Construction, latest edition. All work shall be square, plumb and true, accurately fitted with tight joints and intersections. Exposed work shall be finished smooth with welds ground smooth.
- B. Painting and Protective Coating:
 - 1. All ferrous metal, except stainless steel and galvanized surfaces, shall be properly cleaned and given one shop coat of the fabricator's standard primer. Anchors that are built into masonry shall be coated with asphalt paint unless specified to be galvanized. Metal work to be encased in structural concrete shall be left unpainted unless specified or noted otherwise.
 - 2. Hot-dip galvanizing or zinc coatings applied on products fabricated from rolled, pressed or forged steel shapes, plates, bars and strips shall comply with ASTM Designation A123. Hot-dip galvanizing or zinc coatings on assembled steel products shall comply with ASTM Designation A386. The weight of coatings shall be designated in Table 1 for the class and thickness of material to be coated. Galvanized surfaces for which a shop coat of paint is specified shall be chemically treated to provide a bond for the paint. Except for bolts and nuts, all galvanizing shall be done after fabrication.

PART 3 - EXECUTION

3.01 ERECTION

- A. Where the contact of dissimilar metals may cause electrolysis and where aluminum will contact concrete, mortar or plaster, the contact surface of the metals shall be coated in accordance with Section 09 90 00.
- B. All work shall be adequately anchored in place a proper elevations, planes and locations.

END OF SECTION

SECTION 05 52 00
METAL RAILINGS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Scope of Work: The work under this section includes fabrication and erection of aluminum railings.

1.02 RELATED WORK

- A. Section 01 33 23 - Shop Drawings, Product Data, and Samples

1.03 QUALITY ASSURANCE

- A. Standards: Unless otherwise specified, all materials, workmanship and practices shall conform to the following standards:
 - 1. BOCA Building Code.
 - 2. Occupational Safety and Health Administration Standards.

1.04 SUBMITTALS

- A. Shop Drawings and calculations for aluminum railings shall be submitted for approval in accordance with Section 01 33 23 prior to fabrication of these items. All drawings and calculations shall bear the seal of a Professional Engineer registered in the State of Florida.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The aluminum railing shall be 1-inch diameter minimum nominal size aluminum pipe, (O.D. 1.90 inch) alloy 6063-T6 or Alcoa alloy 6063-T832. Brackets shall be cast aluminum alloy B214. Floor flanges shall be forged aluminum, alloy 6061-T6. Brackets and flanges shall be secured to aluminum framing members with aluminum fasteners. Railings shall be fabricated in shop, made and erected square, plumb, straight and true, designed for adjustment to field variations, accurately fitted with tight joints and intersections. Fittings shall be fastened to pipe members by either inert gas shielded metal arc welding methods as per Alcoa's Welding Alcoa Aluminum, latest edition, or by internal, mechanical, self-tapping screws, combined with a stainless steel, blind, rivet-locking component fastener

system. Finish shall be 1 hour anodized -#215R1. Complete railings shall conform to OSHA Standards, BOCA Building Code and Aluminum Construction Manual by the Aluminum Association.

- B. Kickplates: Aluminum kickplates where not specifically called for in the Drawings shall be furnished and installed typically at the edges of all walkways and landings. Kickplates shall be 1/4-inch plate stock (depending on the specific walkway edge detail) meeting OSHA and Standard Building Code requirements and shall project 4 inches above walkway surface. Kickplates shall not infringe on minimum required walkway width and material must be same as that of the railing construction.

2.02 FABRICATION

- A. Insofar as possible, fabricated material shall be fitted and shop assembled ready for erection. Welding and equipment shall conform to American Welding Society's Code for Welding in Building Construction, latest edition. All work shall be square, plumb and true, accurately fitted with tight joints and intersections. Exposed work shall be finished smooth with welds ground smooth.

PART 3 - EXECUTION

3.01 HANDRAILS

- A. Handrails and stair rails shall be designed to withstand a 200# concentrated load applied in any direction at any point on the top rail. Handrails and stair rails shall also be designed to withstand a load of 50#/ft applied horizontally to the top rail. The 200# load will not be applied simultaneously with the 50#/ft load. In addition, the handrails shall be designed to withstand a load of 100#/ft applied vertically downward to the top rail and simultaneously with the 50#/ft horizontal load. The 100#/ft vertical load does not apply to stair rails.
- B. The manufacturer shall submit calculations to the Engineer for approval. Testing of base castings or base extrusions by an independent lab or manufacturer's lab (if manufacturer's lab meets the requirements of the Aluminum Association) will be an acceptable substitute for calculations. Calculations will be required for approval of all other design aspects.

3.02 POST SPACING

- A. Post spacing shall be a maximum of 6'-0". Posts and railings shall be a minimum of 1-1/2 inch Schedule 40 aluminum pipe alloy 6063-T6, ASTM B429 or ASTM B221. The handrail manufacturer shall show that their posts are of adequate strength to meet the loading requirements. If the manufacturer's posts are not of adequate strength, the manufacturer may reduce the post spacing or add reinforcing dowels or may do both in order to meet loading requirements.

3.03 COMPONENTS

- A. The handrail shall be made of pipes joined together with component fittings. Samples of all components, bases, toe plate and pipe must be submitted for approval. Components that are pop-riveted or glued at the joints will not be acceptable. All components must be mechanically fastened with stainless steel hardware.

3.04 POSTS

- A. Posts shall not interrupt the continuation of the top rail at any point along the railing, including corners and end terminations (OSHA 1910.23). The top surface of the top railing shall be smooth and shall not be interrupted by projecting fittings.

3.05 MIDRAIL

- A. The mid-rail at a corner return shall be able to withstand a 200# load without loosening. The manufacturer is to determine this dimension for their system. Provide physical tests from a laboratory to confirm compliance.

3.06 TOE PLATE

- A. Toe plate shall conform to OSHA standards. Toe plate shall be a minimum of 4 inches high and shall be an extrusion that attaches to the posts with clamps which will allow for expansion and contraction between posts. Toe plates shall be set 1/3-inch above the walking surface. Toe plates shall be provided on handrails as required by OSHA and/or as shown on drawings. Toe plates shall be shipped loose in stock lengths with pre-manufactured corners for field installation.

3.07 OPENINGS

- A. Openings in the railing shall be guarded by a self-closing gate (OSHA 1910.23). Safety chains shall not be used unless specially shown on the drawings.

3.08 ALUMINUM SURFACES

- A. Aluminum surfaces in contact with concrete, grout or dissimilar metals will be protected with a coat of bituminous paint, mylar isolators or other approved material.

END OF SECTION

SECTION 05 53 00
METAL GRATINGS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Scope of Work: Furnish all labor, materials, and incidentals required to install the aluminum grating, the structural members supporting the grating and the angles, connections, fastenings and concrete inserts attached to or supporting the grating, or those structural members as shown on the drawings, or specified herein.

1.02 QUALITY ASSURANCE

- A. Standards: Unless otherwise specified, all materials, workmanship and practices shall conform to the current editions of the following standards:
 - 1. Metal Bar Grating Manual, latest edition of the National Association of Architectural Metal Manufacturers.
 - 2. Aluminum Construction Manual, latest edition of the Aluminum Association.

1.03 SUBMITTALS

- A. Complete fabrication and erection drawings showing all components of the aluminum grating system shall be submitted. Fabrication shall not begin until Engineer's review is complete.

PART 2 - PRODUCTS

2.01 ALUMINUM GRATING

- A. Configuration: Grating shall be pressure locked aluminum having rectangular or I shaped bearing bars spaced at 1-3/16 inches on centers and sized as indicated on the Drawings. Cross bars shall be spaced at 4 inches on centers. All grating surfaces shall be "slip-resistant" serrated type. Limit the weight of single pieces of grating to not more than 80 pounds. Individual pieces shall not be of less length than one and one-half times the width, unless limited by the installation.
- B. Material: Bearing bars shall be of extruded aluminum meeting all requirements of ASTM B221-76, alloy 6061-T6 or 6063-T6. Cross bars shall be drawn or extruded aluminum

meeting all requirements of ASTM B210-76 or B221-76. Bearing bars shall be minimum 1-½ inches deep.

- C. Anchors shall be aluminum saddle clips. Each individual grate shall have no less than four (4) saddle clips.
- D. Fabrication shall meet all requirements of the NAAMM Metal Bar Grating Manual. Finish shall be mill finish.

2.02 ALUMINUM SHAPES

- A. Configuration: Shapes shall be as indicated on the Drawings and as detailed in Section 3 of the Aluminum Construction Manual.
- B. Material: Shapes shall meet all requirements of ASTM B 209 or B 308 for alloy 6061 T6.
- C. Members supporting aluminum grating shall be aluminum shapes as shown on the Drawings.

2.03 ALUMINUM FASTENINGS

- A. Connections of aluminum to aluminum shall be aluminum. Bolts shall meet all requirements of ASTM B 3160-75 for alloy 2024-T4. Bolts shall have an anodic coating having a minimum thickness of .0002 inches. Nuts shall be 6061-T6. Washers shall be Alclad 2024-T4.

2.04 STAINLESS STEEL FASTENINGS

- A. Connections of aluminum support members to concrete shall be stainless steel anchor or expansion bolts of AISI Type 316.

2.05 ALUMINUM PLATE

- A. Checkered floor plates shall be aluminum with raised diamond pattern on the upper surface. Floor plate shall be 1/3-inch thick and designed to support a uniform load of 200 pound per square foot with a deflection of not more than 1/3-inch. Maximum fiber stress shall not exceed that allowed by the Aluminum Association. Reinforcing rib size, depth and spacing is to be determined by the floor plate fabricator. The fabricator of the floor plate shall submit calculations to the Engineer for approval. Calculations shall show reinforcing rib size, spacing and weldment if calculations show that ribs are required.

- B. Aluminum surfaces in contact with concrete or dissimilar metals shall be protected with a coat of bituminous paint.

PART 3 - EXECUTION

3.01 FIELD INSPECTION

- A. Prior to beginning installation, a thorough investigation shall be made of the structure to receive the system to ensure that the system can be installed to the indicated alignment. Installation shall not be started until that surface is satisfactory.

3.02 INSTALLATION

- A. The aluminum grating system shall be installed as indicated on the Drawings and Shop Drawings.

END OF SECTION

SECTION 07 92 00
JOINT SEALANTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The work under this Section is to provide sealants and caulking for buildings in the locations as indicated on the Drawings and specified herein.
2. Definitions:
 - a. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery; shall be designed to make joints air and watertight. Material is designed generally for application to joints as exterior of structures and to other joints subject to movement.
 - b. Caulking Compound: A material used in filling joints and seams, having properties of adhesion and cohesion, shall not be required to have extensibility and recovery properties; usually applied at joints at interior of structures. Material shall be applied in joints not subject to movement or weathering.
 - c. Caulking: The term is used here to denote the process of filling the joints, without regard to type of material.

B. Related Work Described Elsewhere:

1. Section 03 30 00 - Cast in Place Concrete
2. Section 08 81 00 - Glass Glazing

1.02 SUBMITTALS

- A. The Contractor shall procure and forward to the Owner/Engineer, a two-year guarantee for sealant type caulking work against joint failure. Joint failure is defined as: leaks of air or water; evidence of loss of adhesion between sealant and joint edge; evidence of loss of cohesion, fading of sealant material; mitigation of sealant.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Materials shall be stored and handled so as to prevent the inclusion of foreign matter or the damage of materials by water or breaking and shall be stored in original containers until ready for use. Material showing evidence of damage shall be rejected.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Primer: Where primer is required by sealant manufacturer, it shall be a compound designed to insure the adhesion of sealant. Material shall be provided by the sealant manufacturer and shall be selected for compatibility with the sealant and with substrate.
- B. Sealant:
 - 1. Sealant for vertical joints shall be a single component acrylic sealant meeting Federal Specifications TT-S-230. Material shall attain Shore A hardness of 40-45. Colors shall be as indicated on the Drawings or selected by the Engineer. Approved: Tremco Mono: Pecora Unicrylic, DAP Acrylic.
 - 2. Sealant for horizontal joints (non-contaminated) shall be a single component, pour grade, polyurethane sealant meeting Federal Specification TT-S-230, Type 1. Material shall attain Shore A hardness of 40-45.
- C. Caulking Compound: Caulking compound for setting thresholds and for other interior caulking shall be an oleo-resinous, gun grade, non-staining plastic compound meeting Federal Specification TT-T-598. Material shall have shrinkage factor not exceeding 15 percent.
- D. Joint Packing: Packing shall be closed cell foam or tubing as indicated on the Drawings. Material shall be non-reactive with caulking materials and non-oily. Minimum density 3.25 lbs/cu.ft. No asphalt or bitumen-impregnated fiber shall be used with sealants.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Joints:
 - 1. All joints shall be thoroughly cleaned; loose particles shall be blown out or vacuumed from joints. Material to be contacted by sealant shall be dry, fully free of laitance, loose aggregate, form release agents, curing compounds, water repellents and other surface treatments.

2. Joint packing shall be installed in all joints to receive sealant where required. Packing shall be sized to require 20 to 50 percent compression upon insertion, and shall be placed so that sealant depth is approximately half the joint width. In joints not of sufficient depth to allow packing, polyethylene bond-breaking tape shall be installed at back of joint. Lengthwise stretching of packing materials shall be avoided.
3. Masking tape shall be applied where required to protect adjacent surfaces. Tape shall be adhered in continuous strips of alignment with joint edge and removed immediately after joints have been sealed and tooled.
4. Joints shall be primed where required by sealant manufacturer, to receive sealant in accordance with manufacturer's instruction. Primer shall be brushed uniformly upon all surfaces of joints. Sufficient drying time shall be allowed before caulking.

3.02 APPLICATION

A. Sealant:

1. Mixing and application of sealant shall be as recommended by sealant manufacturer.
2. Material which has exceeded the manufacturer's recommended potential open time (POT Life) shall not be used.
3. Sealant and caulking material shall be applied under pressure to fill joints completely with prevention of air pockets or voids. Tooling shall be performed with solvent recommended by manufacturer. Joints shall be tooled concave.

B. Locations:

1. Sealant shall be applied around penetrations of floor slabs and exterior walls for piping, conduits, duct work and similar items, at top of slabs and exterior face of walls, around exterior perimeter of door frames and windows, louvers and vents, and at other exterior locations shown on the Drawings.
2. Caulking compound shall be applied at interior locations shown on the Drawings.

C. Thresholds: Thresholds shall be set in full bed of caulking sealant with excess material removed.

- D. Cleaning: Adjacent surfaces shall be cleaned free of sealant and soiling resulting from this work and as work progresses, using solvent or cleaning agent as recommended by the manufacturer. All finished work shall be left in a neat, clean condition. Where any sealant or caulking material will permanently stain surfaces, these surfaces shall be masked out to prevent such staining.

END OF SECTION

SECTION 08 11 16
ALUMINUM DOOR AND FRAMES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Exterior Aluminum Doors and Frames

1.02 RELATED WORK

- A. Section 08 70 00 - Hardware

1.03 SUBMITTALS

- A. Shop Drawings shall Include:

1. Elevations of each door type.
2. Size of doors and frames.
3. Metal thickness.
4. Details of door and frame construction.
5. Methods of anchorage.
6. Louver details.
7. Provisions for and location of hardware.
8. Schedule showing each door, frame, and swing of door.
9. Current Florida Product Approval certification.

- B. Samples:

1. Corner section of door and frame members showing method of joining, not less than 7- by 7-Inch in overall size.
2. Color sample showing finish specified for aluminum doors and frames.

- C. Manufacturer's descriptive literature

1. Detail specifications and instructions for installation, adjustments, cleaning, and maintenance.

- D. Certificates of compliance

1. Manufacturer's certificates attesting that doors, frames, and accessories meet the

specified requirements.

1.05 DELIVERY, STORAGE, AND PROTECTION

- A. Inspect materials delivered to the site for damage. Unload and store with minimum handling. Provide storage space in dry location with adequate ventilation, free from dust or water, and easily accessible for inspection and handling. Store materials neatly on the floor, properly stacked. Do not cover doors and frames with tarp, polyethylene film, or similar coverings. Protect finish surfaces during shipping and handling using manufacturer's standard method, except that no coatings or lacquers shall be applied to surfaces of doors and frames which caulking and glazing compounds must adhere.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Door and Frames

- 1. Swing type aluminum doors and frames of size, design, and location indicated. Provide doors complete with frames, louvers, framing members, transoms and accessories.
- 2. All screws and miscellaneous fasteners shall be stainless steel..
- 3. Extrusions shall comply with ASTM b 221, alloy 6063-t5. Aluminum sheet shall comply with ASTM b 209 alloy and temper best suited finish required.

B. Materials:

- 1. Aluminum doors shall be nominal 1-3/4" thick flush design, Series 260i as manufactured by ALUTECH CORPORATION, Miami, Florida, or approved equal by Cline.
 - a. Door stiles and rails shall have a strong, rigid aluminum sub-frame with integral edge caps. The sub-frame shall be connected by a 3/8" steel tie rod top and bottom. No snap-on or applied door edge will be accepted at hinge or lock stiles.
 - b. Door Louvers: CDL – 24 inch x 18 inch sight-proof chevron bladed, minimum 0.062 inch thick aluminum to match door face.
- 2. Face Sheet: Face sheet shall be one piece of 0.063" smooth aluminum of anodizing quality, with a minimum tensile strength of 22,000 psi. Face sheets shall be concealed under a 1/2" edge cap full perimeter.

3. Insulated Core: All voids between sub-frames shall be filled with an isocyanurate rigid foam board that is fire retardant with an R-value of 9. Core shall be laminated between two sheets of 1/8" tempered hardboard for impact reinforcing. Tempered hardboard shall be the same size as face sheets.
4. Lamination: Sub-frame, face sheets and insulated core shall be bonded together with a thermosetting adhesive under 110 psi pressure to form a water, heat, and chemical resistant bond.
5. Aluminum Sub-Frame: 1-3/8" x 4-1/2" 6063T5 tubular aluminum sub-frame with a 1-3/4" integral edge cap at hinge and lock side and an applied edge cap top and bottom to insure proper protection from the weather. Sub-frame shall be connected by a 3/8" plated steel tie rod top and bottom. Overall door tolerance shall be plus or minus 1/16". Extrusion tolerances shall be as set by the American Aluminum Manufacturer's Association.

C. Aluminum Frames

1. Aluminum door frames shall be Series FR575 of 6063-T5 extruded aluminum alloy. Use countersunk stainless-steel Phillips screws for exposed fastenings. Mill joints in frame members to a hairline fit, reinforce, and secure mechanically. Minimum wall thickness for frames: 0.125". Minimum wall thickness for beads, moldings and trim: 0.050". Shapes shown are representations of design, function, and required profile. Dimensions shown are the minimum. Shapes of equivalent design, dimensions, profile, and function may be used subject to engineer's approval.

D. Weather-stripping:

1. Continuous wool pile, silicone treated vinyl bulb or type recommended by door manufacture.

E. Welding and Fastening:

1. Where possible, locate welds on unexposed surfaces only. Exposed screws or bolts will be permitted only at inconspicuous locations and shall have countersunk heads.

F. Anchors:

1. Provide anchors of stainless steel, to secure frames to adjacent construction. Place anchors near top and bottom of each jamb and at intermediate points not

more than 25 inches apart.

G. Hardware:

1. Hardware is specified in Section 08 70 00. Hardware templates and hardware shall be delivered to the door manufacturer for use in fabrication of aluminum doors and frames. Cut, reinforce, drill, and tap doors and frames in accordance with hardware manufactures recommendations. Surface-applied hardware, push plates, kick plates, and mop plate shall be drilled and tapped in the field. Provide hinge reinforcements of 7-gauge stainless steel, or 1/4" aluminum flat bar and secure to door edge or frames with stainless steel machine screws. Provide reinforcements in core of flush doors as required to receive locks, door closer, and other hardware. No wood blocking permitted.

I. Finishes:

1. Finish shall be Kynar 500 based PPG Duranar or Coraflon "Forest Green"

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Plumb, square, level, and align frames and framing members to receive doors and transoms. Anchor frames to adjacent construction as indicated and in accordance with manufacturer's printed instructions. After erection and glazing, adjust hardware to operate properly.

3.02 PROTECTION FROM DISSIMILAR MATERIALS

A. Dissimilar Metals

1. Where aluminum surfaces come in contact with metals other than stainless steel, zinc, or small areas of white bronze, protect from direct contact by one or a combination of the following methods:
 - a. Paint the dissimilar metal with one coat of heavy-bodied bituminous paint.
 - b. Apply caulking material between the Aluminum and the dissimilar metal.
 - c. Use a non-absorptive tape or gasket in permanently dry locations.

B. Masonry and Concrete

1. Provide aluminum surface in contact with mortar, concrete, or other masonry materials with one coat of heavy-bodied bituminous paint.

C. Protection

1. The general contractor shall adequately protect exposed portions of aluminum surfaces from damage by plaster, lime, acid, cement, or other harmful compounds.

D. Cleaning

1. Upon completion of installation, thoroughly clean door and frame surfaces in accordance with door manufacturer's recommended procedure. Do not use abrasive, caustic, or acid cleaning agents.

END OF SECTION

SECTION 08 51 13
ALUMINUM WINDOWS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Aluminum fixed windows.

1.02 RELATED WORK

- A. Section 01 33 23 - Shop Drawings, Product Data, and Samples
- B. Section 08 81 00 - Glass Glazing
- C. Section 07 92 00 - Joint Sealants

1.02 QUALITY ASSURANCE

- A. Requirements: Windows shall conform to the requirements of the current Florida Building Code for wind pressure and infiltration and have Florida Product Approval (FPA) for large missile impact.
- B. Provide improved construction tolerances and weather-stripping to limit air infiltration to 0.10 cubic foot per minute per foot of crack edge of operable sash; tested by ASTM E283, for twenty percent (20%) of pressure resulting from design wind loading.

1.03 SUBMITTALS

- A. Shop drawings shall indicate details of sections, connections, fasteners, anchors and relation to surrounding work required by Florida Product Approval.
- B. Submit finish samples on 4" length of extrusions.

PART 2 - PRODUCTS

2.01 FABRICATION

- A. Fixed Panels: Fixed aluminum panels shall conform to the following:
 - 1. All sections shall be extruded aluminum shapes specifically designed for the purposes and of alloy 6063-T5. They shall be not less than two inches deep from front to back.

2. Cross-rails, muntins and frame corners shall be mortised, tenoned, riveted and heli-arc welded to abutting section.
3. Windows shall be arranged for inside glazing with aluminum snap-in glazing beads. Snap-in glazing beads shall be securely interlocked into extruded window sections. Glazing rabbet legs shall not be less than $\frac{3}{4}$ -inch in height. Glass and glazing compounds are specified under Section 08 81 00.
5. All anchors, clips and bolts necessary to secure windows and mullions shall be at manufacturer's option either aluminum, non-magnetic stainless steel or zinc coated steel; color to match window units. Fasteners shall be installed and spaced per Florida Product Approval requirements.
6. Exposed portions of fixed panels shall have a clear anodized finish.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Coordination and Measurements: Measurements shall be taken at the building to assure proper erection of the work. The Contractor shall be responsible for checking in the field all dimensions, whether or not shown on the Drawings, upon which the accurate fitting together and build-in of this work may depend, or which would affect the proper installation of the work.

3.02 INSTALLATION

- A. Windows shall be securely anchored into place in properly prepared openings. The openings must be square, plumb and level to prevent distortion of windows. The window frames shall not be distorted by erection screws or fittings and shall not interfere with the operating mechanism.
- B. Perimeter Sealants shall be as specified in Section 07 92 00
- C. Windows shall be suitable for field glazing as specified in Section 08 81 00 with glazing beads furnished by the manufacturer of the aluminum windows. Installation of glass in field shall be in accordance with the manufacturer's instructions and required to comply with FPA requirements..

3.03 CLEANING

- A. Metal surfaces of windows shall be cleaned on both the inside and outside of all mortar, plaster, paint and other foreign matter to present a neat appearance and prevent fouling of weathering surfaces, weather-stripping or the operation of hardware. In addition, windows shall be washed off with a stiff fiber brush, soap and water, and thoroughly rinsed with clear water. Where aluminum windows have become stained, or discolored, they shall be cleaned or have the finish restored in accordance with recommendations of the Architectural Aluminum Manufacturer's Association. Stained, discolored or abraded windows that cannot be satisfactorily repaired shall be replaced with new windows at no additional cost to the Owner.

END OF SECTION

SECTION 08 70 00
HARDWARE

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included in this Section consists of providing all finish hardware as herein tabulated and as shown on the Drawings.
- B. Related Work Described Elsewhere:
 - 1. Section 08 11 16 - Aluminum Doors and Frames
 - 2. Section 01 33 23 - Shop Drawings, Product Data, and Samples

1.02 SUBMITTALS

- A. Before ordering any hardware, samples shall be submitted of every different item of "Finish Hardware" to the Engineer for inspection as to quality, finish and design, and obtain written approval for each item before delivering any hardware. In case the samples are disapproved, other samples shall be submitted until satisfactory samples are approved.
- B. Complete Hardware Schedule of Finish Hardware shall be submitted in accordance with Section 01 33 23 for the approval of the Engineer. Each item listed in such schedule shall be in accordance with the approved samples. Each item listed in the Hardware Schedule shall be identified with respect to manufacture, brand, catalog number, materials, finish, dimensions and operations, as well as location, operation and use in the buildings. The Engineer will check the Hardware Schedule for quality and types only, but the Contractor shall be solely responsible for any errors, omissions and conformance with the Hardware Schedule.
- C. Templates: Promptly following approval of the Hardware Schedule by the Engineer, the Contractor shall furnish and deliver template information to the fabricators of items of metal work to which finishing hardware is to be applied, and such deliveries shall be made in ample time to avoid delays in such work of said fabricators. Drawings, schedules and detailed information shall be provided to other trades as necessary for them to accommodate and prepare their work to receive the finishing.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Finish hardware shall be packed in approved manufacturer's containers, complete with trimmings, bolts, screws, washers, etc., as required for application and securement. Each container shall bear a suitable label which shall state the quantity and kind of contents of said container, as well as identifying marks relating to the approved Hardware Schedule and its location in the building.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Butt Hinges: Hager, Lawrence or Stanley
 - 1. Provide all doors with 1-½ pair stainless steel ball bearing hinges 4 ½" x 4 ½", US32D finish, except as otherwise indicated, and except as otherwise needed for proper support or operation of doors. Provide stainless steel pins, non-removable.
- B. Lock/Hatch sets including cylinders: Russwin, Sargent, Yale or Schlage.
- C. Panic Hardware: Russwin, Sargent, Von Duprin or Yale.
- D. Door Bolts: Corbin, Russwin, Sargent, Stanley, or Von Duprin.
- E. Strikes: Wrought box strikes, with extended lip for latch bolts. Provide dust proof strike for foot bolt.
- F. Locks: Equip lock sets with 6 pin tumbler type lock cylinders, combined with a dead bolt, similar to Schlage H/locks. All locks to be in a master key system designated by owner. Provide 6 change keys for each lock.
- G. Overhead Closers: LCN, Norton, Russwin, or Sargent.
- H. Holders, Stops, Bumpers: Baldwin, Brookline, Stanley, Eaton, or Glynn Johnson. Size and mount units to comply with manufacturer's recommendations for exposure condition. Reinforce substrate as recommended.
- I. Thresholds: Brookline, Pemco, Rixson, Von Duprin or Zero.
 - 1. Stainless steel, standard groove thread, height to be within A.D.A. tolerances.
- K. Door Stripping and Seals: Accurate, B. Brass WKS, Argil J. May, Pemco or Zero.

1. Provide type recommended by manufacturer for condition of exposure, with easily replaceable resilient stripping elements. On fire rated doors provide type for use with rating. Provide weather-stripping at sill of each exterior door, threshold contact type.

2.02 MATERIALS

A. Hardware Requirements:

1. All hardware shall be new and free from defects affecting serviceability or appearance. All working parts shall be well fitted and smooth working. All hardware shall be made of aluminum or stainless-steel materials.
2. Hardware application to metal shall be made to standard templates. Template information shall be furnished to door and frame fabricators and other trades requiring same, in order that they may cut, reinforced or otherwise shop prepared for receiving hardware. The Contractor shall be fully responsible for checking all details such as wall trim clearance, levels, rabbets, backsets, etc., in order that all items of hardware shall fit properly.
3. Complete locksets shall be supplied from a single manufacturer.
4. Hardware shall be furnished complete with all fastening.
5. Box strikes for all metal frames shall be furnished.
6. Finishes shall be US32D, Satin Stainless Steel, except where noted otherwise.

- B. Hardware Schedule. All door sizes, materials, swings, etc. shall be coordinated with the door schedule and floor plans. Total quantities required shall be determined from the Drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation of finish hardware shall be per manufacturer's recommendations.

END OF SECTION

08 70 00-3

SECTION 08 81 00
GLASS GLAZING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included under this Section includes providing and installing glass and glazing.
- B. Related Work Described Elsewhere:
 - 1. Section 07 92 00 - Joint Sealants
 - 2. Section 08 11 16 - Aluminum Doors and Frames

1.02 QUALITY ASSURANCE

- A. The work shall comply with requirements of the current version of the Florida Building Code with respect to large missile protection requirements, wind pressures and infiltration.
- B. Windborne-Debris Impact Resistance: Passes ASTM E1886 missile-impact and cyclic-pressure tests in accordance with ASTM E1996 for listed Wind Zone for basic protection.

1.03 SUBMITTALS

- A. Shop Drawings: Shop drawings shall be submitted for glass, indicating glass type and thickness for each piece of glass.
- B. Samples: Submit two samples of each glass material for approval. Samples shall be six inches square in size with ground edges.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Glass shall be delivered to site in containers that will protect material from the weather or breakage. Materials shall be stored carefully in a safe place to reduce breakage. Materials shall be delivered in unopened containers bearing manufacturer's names and brand identification. Each unit of glass shall bear manufacturer's factory applied label. Labels shall remain intact until final clean-up.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Glass Fixed Exterior Window Glass: Minimum 7/8-inch-thick insulated unit composed of 2 layers of safety glass laminated into a single pane and exterior pane of grey thick safety glass, with sealed air space.
- C. Glass for Vision Panels in Doors: Grey 5/16 -inch-thick laminated glass.
- D. Setting Blocks and Spacer Shims: Fabricated from neoprene, or lead and shaped to the required sizes and thickness.
 - 1. The materials used for blocks and spacers must be compatible with the type of compounds and sealants used and shall not cause staining or discoloration of the sealant or the frame.
 - 2. The hardness for setting block and shim material shall be as recommended by the compound or sealant manufacturer.
- E. Glazing Sealant: Neutral-curing silicone glazing sealant complying with ASTM C920, Type S, Grade NS, Class 100/50, Use NT.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Glazing sealant, glazing tape and gaskets shall be applied uniformly with accurately formed corners and bevels. Excess compound shall be removed from glass and sash.
- B. Only recommended thinners, cleaners and solvents shall be used. Glazing compounds or sealants shall not be cut or diluted without approval from the Engineer.
- C. Ensure tight contact of glazing gaskets and tapes with frame. Glass shall not be set in steel frames until frames have been primed and paint is dry.
- D. Compound or sealant shall not be applied at temperature lower than 40°F or on a damp, dirty, or dusty surface.
- E. Excess sealant shall be removed from glass and adjoining surfaces during the working time of the material.

3.02 REPLACEMENT AND CLEANING

- A. Before final acceptance, all glass shall be free from cracks, seal failure, and visible defects. Any broken glass shall be replaced at the Contractor's expense, and any defective glass that is a direct result of manufacturing, transporting or the performance of the Contractor, which may appear before acceptance.
- B. All boxes, crates, containers and other debris used for glazing operations shall be removed from the site.
- C. All glass shall be cleaned on both faces not more than five (5) days prior to Owner's acceptance of the work.

END OF SECTION

SECTION 08 91 19
FIXED LOUVERS

GENERAL

1.01 SUMMARY

- A. Section includes fixed extruded-aluminum louvers.
- B. Related Requirements:
 - 1. Section 08 11 16 Aluminum Door and Frames - Louvers in metal doors.

1.02 SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For louvers specified to bear AMCA seal, and Florida Product Approval include printed catalog pages showing specified models with appropriate Seals.
- B. Shop Drawings: For louvers and accessories. Include plans, elevations, sections, details, and attachments to other work. Show frame profiles and blade profiles, angles, and spacing.
- C. Samples: For each type of metal finish required.
- D. Delegated-Design Submittal: For louvers indicated to comply with structural performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.03 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on tests performed according to AMCA 500-L.
- B. Sample warranties.

1.04 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."
 - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."
 - 3. AWS D1.6/D1.6M, "Structural Welding Code - Stainless Steel."

1.05 WARRANTY

- A. Special Finish Warranty: Manufacturer agrees to repair or replace components on which finishes fail in materials or workmanship within specified warranty period.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Louvers shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated without permanent deformation of louver components, noise or metal fatigue caused by louver-blade rattle or flutter, or permanent damage to fasteners and anchors. Wind pressures shall be considered to act normal to the face of the building.
 - 1. Wind Loads: Determine loads based on pressures as indicated on Drawings.
- B. Louver Performance Ratings: Provide louvers complying with requirements specified, as demonstrated by testing manufacturer's stock units identical to those provided, except for length and width according to AMCA 500-L.

2.02 FIXED EXTRUDED-ALUMINUM LOUVERS

- A. Horizontal Drainable-Blade Storm-Proof Louver:
 - 1. Louver Depth: minimum 4 inches .
 - 2. Frame and Blade Nominal Thickness: Not less than 0.080 inch for blades and frames.
 - 3. Mullion Type: Exposed.
 - 4. Louver Performance Ratings:
 - a. Free Area: Not less than 7.5 sq. ft. for 48-inch-wide by 48-inch-high louver.
 - b. Wind-Driven Rain Performance: Not less than 95 percent effectiveness when subjected to a rainfall rate of 8 inches per hour and a wind speed of 50 mph.
 - 5. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

2.03 LOUVER SCREENS

- A. Louver Screen Frames: Same type and form of metal as indicated for louver to which screens are attached.
- B. Louver Screening for Interior Face of Aluminum Louvers:
 - 1. Insect Screening: Stainless steel, 18-by-18 mesh, 0.009-inch wire.

2.04 MATERIALS

- A. Aluminum Extrusions: ASTM B221 (ASTM B221M), Alloy 6063-T5, T-52, or T6.
- B. Fasteners: Use types and sizes to suit unit installation conditions.
 - 1. Use tamper-resistant screws for exposed fasteners unless otherwise indicated.
 - 2. For fastening aluminum, use aluminum or 300 series stainless-steel fasteners.
 - 3. For fastening galvanized steel, use hot-dip-galvanized-steel or 300 series stainless-steel fasteners.
 - 4. For fastening stainless steel, use 300 series stainless-steel fasteners.
 - 5. For color-finished louvers, use fasteners with heads that match color of louvers.
- C. Post-installed Fasteners for Concrete and Masonry: Torque-controlled expansion anchors, fabricated from stainless-steel components, with allowable load or strength design capacities calculated according to ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing according to ASTM E488/E488M conducted by a qualified testing agency.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.05 FABRICATION

- A. Fabricate frames, including integral sills, to fit in openings of sizes indicated, with allowances made for fabrication and installation tolerances, adjoining material tolerances, and perimeter sealant joints.
- B. Join frame members to each other and to fixed louver blades with fillet welds concealed from view, threaded fasteners, or both, as standard with louver manufacturer unless otherwise indicated or size of louver assembly makes bolted connections between frame members necessary.

2.06 ALUMINUM FINISHES

- A. High-Performance Organic Finish: Two-coat fluoropolymer finish complying with AAMA 2604 and containing not less than 50 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- 1. Color and Gloss: To match #562 "Phantom Grey" by Construction Specialties.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Locate and place louvers level, plumb, and at indicated alignment with adjacent work.
- B. Use concealed anchorages where possible. Provide brass or lead washers fitted to screws where required to protect metal surfaces and to make a weathertight connection.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- D. Protect unpainted galvanized- and nonferrous-metal surfaces that are in contact with concrete, masonry, or dissimilar metals from corrosion and galvanic action by applying a heavy coating of bituminous paint or by separating surfaces with waterproof gaskets or nonmetallic flashing.

3.02 ADJUSTING

- A. Restore louvers damaged during installation and construction, so no evidence remains of corrective work. If results of restoration are unsuccessful, as determined by Architect, remove damaged units and replace with new units.

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 – GENERAL

1.01 Scope

- A. This specification defines the methods of surface preparation, coating systems, and methods of application for painting as outlined herein.
- B. The Contractor shall furnish all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products covered by this specification.
- C. The work includes painting and finishing of interior and exterior exposed items above and below grade surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, pipe, handrails, posts, fittings, valves, pumps, tanks, equipment, and all other work obviously required to be painted unless otherwise specified herein or on the drawings. The omission of minor items in the schedule of work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the specification as stated herein.
- D. The following items will not be painted:
 - 1. Any code requiring labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
 - 3. Aluminum handrails, walkways, windows, louvers, and grating unless otherwise specified herein.
 - 4. Signs and nameplates.
 - 5. Finish hardware.
 - 6. Stainless steel angles, tubes, pipe, etc.
 - 7. Products with polished chrome, aluminum, nickel, or stainless-steel finish.
 - 8. Plastic switch plates and receptacle plates.

9. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
10. Sprinkler heads.
- E. All work shall be done in strict accordance with this specification, the design drawings and the painting package, including manufacturer's printed instructions.
- F. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules, and regulations promulgated by authorities having jurisdiction, which may bear on the work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970."
- G. Wherever the word "Engineer" occurs in this specification, it shall apply to the authorized representative of Mead & Hunt. Where the word "Contractor" occurs in this specification, it shall apply to the Contractor performing any part of or all of this work.
- H. Surfaces to be painted: (Refer Coating Schedule per the plans for description of surfaces to be painted and their specified coating systems).

1.02 Definitions

- A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.
- B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.

1.03 Abbreviations

- A. The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:
 1. SSPC – Society for Protective Coatings
 2. Exterior – Outside, exposed to weather
 3. Interior Dry – Inside, not subject to immersion service
 4. Interior Wet – Inside, subject to immersion service
 5. ASTM – American Society of Testing Materials

6. NACE – National Association of Corrosion Engineers
7. NSF – National Sanitation Foundation
8. AWWA – American Water Works Associates

PART 2 - RESOLUTION OF CONFLICTS

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting, or flooring installation between the Contractors, the Paint Manufacturer whose products are to be used, and the Engineer. All aspects of surface preparation, application and coating systems as covered by this specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the Engineer when instructions are lacking, conflicts occur in the specification, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Engineer by the Painting Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and Engineer a minimum of three (3) times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the Engineer.

PART 3 - INSPECTION OF SURFACES

- A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the Engineer. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the Engineer.
- C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the Engineer, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
- D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-
- E. Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "tooke" gauge is classified as a destructive test.

PART 4 - EQUIPMENT

- A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practical from the compressor.
- B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
- C. Contractor will provide free of charge to the Engineer a "Nordson-Mikrotest" or "Positest" dry film thickness gauge for ferrous metal and an OG232 "Tooke" gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the Engineer and Contractor. The gauges may be used by the Contractor and returned each day to the Engineer. Engineer will return gauges to Contractor at completion of job.

PART 5 - MATERIALS

- A. All materials specified herein are manufactured by the TNEMEC Company, Inc., Xypex Chemical Corporation, or Chemprobe Technologies, Inc. These products are specified to establish standards of quality and are approved for use on this project.
- B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials. Unless otherwise stated, the latest revision of identified specifications shall be used.
 - 1. Abrasion – Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load
 - 2. Adhesion – Elcometer Adhesion Tester
 - 3. Exterior Exposure – Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)
 - 4. Hardness – ASTM D3363
 - 5. Humidity – ASTM D2247
 - 6. Salt Spray (Fog) – ASTM B117

- C. Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Engineer at least ten (10) days prior to the bid opening. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
- D. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/Gallon after thinning.
- E. Colors, where not specified, shall be as selected by the Owner or their Representative.
- F. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

PART 6 - WORKMANSHIP AND MATERIALS

- A. Surface Preparation
 - 1. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Steel Structures Painting Council's Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
- B. Standards for Surface Preparation
 - 1. **SSPC-SP1 Chemical and/or Solvent Cleaning**
 - a. Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter, and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
 - 2. **SSPC-SP2 Hand Tool Cleaning**
 - a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by hand chipping, scraping, sanding, and wire brushing.

3. **SSPC-SP3 Power Tool Cleaning**
 - a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing, and grinding.
4. **SSPC-SP4 Flame Cleaning**
 - a. Dehydrating and removal of rust, loose mill scale, and some light mill scale by use of flame, followed by wire brushing.
5. **SSPC-SP5 (NACE-1) White Metal Blast Cleaning**
 - a. Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
6. **SSPC-SP6 (NACE-3) Commercial Grade Blast Cleaning**
 - a. Complete removal of all dirt, rust scale, mill scale, foreign matter, and previous coatings, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least sixty-six percent (66%) of each square inch of surface area is to be free of all visible residues, except slight discoloration.
7. **SSPC-SP7 (NACE-4) Brush-Off Blast Cleaning**
 - a. Removal of rust scale, loose mill scale, loose rust, and loose coatings, leaving tightly bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils, and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bug holes, air pockets, and other subsurface irregularities, but so as not to expose underlying aggregate.
8. **SSPC-SP8 Pickling**
 - a. Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).
9. **SSPC-SP10 (NACE-2) Near-White Blast Cleaning**
 - a. Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale, and small specks of previous coating. At

least ninety-five percent (95%) of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.

10. **SSPC-SP11-87 Power Tool Cleaning to Bare Metal**

- a. Complete removal of rust, rust scale, mill scale, foreign matter, and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.

11. **SSPC-SP13 (NACE-6) Surface Preparation of Concrete**

- a. Surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.

C. Visual standards

1. SSPC-VIS-1 (Swedish SIS OS 5900), "Pictorial Surface Preparation Standards for Painting Steel Surfaces," and the National Association of Corrosion Engineers, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
2. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to SSPC-SP1 Solvent Cleaning.
3. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per SSPC-SP11-87T.
4. All weld seams, sharp protrusions, and edges shall be ground smooth prior to surface preparation or application of any coatings.
5. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Engineer.
6. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in SSPC-SP11-87T.
7. "Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this

system was originally used. Also, strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Engineer's attention; otherwise, Contractor assumes full responsibility.

PART 7 – PRE-TREATMENTS

- A. When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

PART 8 - STORAGE

- A. Materials shall be delivered to the job site in the original packages with seals unbroken and with legible unmutated labels attached. Packages shall not be opened until they are inspected by the Engineer and required for use. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, and direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be required to be neatly stacked in an area designated by the Engineer and removed from the job site on a schedule determined by the Engineer. Engineer may request a notarized statement from Contractor detailing all materials used on the project.

PART 9 - PREPARATION OF MATERIALS

- A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- B. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

PART 10 - APPLICATION

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50°F, or when

freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

- B. No coatings shall be applied unless surface temperature is a minimum of 5°F above dew point; temperature must be maintained during curing.

DEW POINT CALCULATION CHART

Ambient Air Temperature – Fahrenheit

Relative

Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	103	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94
45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83
30%	-6	4	13	20	28	36	44	52	61	69	77

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

- C. Dew Point

1. Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5°F above this point. Temperature must be maintained during curing.

- D. Example
1. If air temperature is 70°F and relative humidity is 65%, the dew point is 57°F. No coating should be applied unless surface temperature is 62°F minimum.
- E. No coatings shall be applied unless the relative humidity is below eighty-five percent (85%).
- F. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
- G. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the Engineer.
- H. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- I. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
- J. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation where covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Engineer.
- K. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- L. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- M. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- N. Finish colors shall be in accordance with the owner chosen colors and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the Engineer).

- O. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 1st coat prior to application of the full 1st coat.
- P. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.

PART 11 - WORKMANSHIP

- A. The Contractor must show proof that all employees associated with this project shall have been employed by the Contractor for a period not less than six (6) months.
- B. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work, which shows carelessness, lack of skill, or is defective in the opinion of the Engineer, shall be corrected at the expense of the Contractor.
- C. The Contractor shall provide the names of at least six (6) other projects of similar size and scope that they have successfully completed under their current company name.
- D. Application of Paint
 - 1. BY BRUSH AND/OR ROLLERS
 - a. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenohl core shall be utilized.
 - b. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
 - c. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
 - d. It may require two (2) coats to achieve the specified dry film thickness if application is by brush and roller.
- E. Air, Airless, Or Hot Spray
 - 1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.

2. Paint shall be applied in a uniform layer, with a fifty percent (50%) overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
3. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.
4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
7. The first coat on concrete surfaces in immersion service should be sprayed and backrolled.

PART 12 - PROTECTION AND CLEAN-UP

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the Engineer during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Engineer, including but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted, and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials, and debris resulting from this work.

- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.
- G. A notarized statement shall be presented to the Engineer that all hazardous materials have been disposed of properly including but not limited to: Name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

PART 13 - TOUCH-UP MATERIALS

- A. The Contractor shall provide at the end of the project at least one gallon of each generic topcoat in each color as specified by the Engineer for future touch-up. Two gallons may be required for two component materials.

PART 14 - ON-SITE INSPECTION

- A. During the course of this project the Engineer will reserve the option of incorporating the services of a qualified inspection service. The inspection service will be responsible for assuring the proper execution of this specification by the successful Contractor.

PART 15 - COATING SYSTEM SCHEDULE

- A. STEEL – STRUCTURAL, TANKS, PIPES, AND EQUIPMENT

- 1. EXTERIOR EXPOSURE (NON-IMMERSION)

A.1 System No. 73-1 Epoxy/High Build Urethane

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-1255 Epoxoline Primer	3.0 – 4.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>3rd Coat:</u> 73-Endura-Shield	<u>2.0 – 3.0</u>
	7.0 -10.0
Minimum	8.0 Mils

NOTE: This system is highly resistant to abrasion, wet conditions, corrosive fumes, and chemical contact. Provides 2-3 times the color and gloss retention of conventional paints. Second coat to be same color or close to finish color. Specify Series 1074 Endura-Shield for a gloss finish. Specify Series 161 in lieu of the 66 for faster recoats or lower temperature curing.

A.2 System No. 73-2 High Build Urethane For Marginally Cleaned Surfaces or Topcoating Existing Systems.

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning or SSPC-SP3 Power Tool Cleaning Feather all edges.

	<u>DFT-Mils</u>
<u>Shop Coat:</u> Manufacturer Standard Primer (or existing coating)	1.5 – 2.0
<u>Tie Coat:</u> 135 Chembuild	3.0 – 5.0
<u>Topcoat:</u> 73-Color Endura-Shield	<u>2.0 – 3.0</u> 6.5-10.0
Minimum	7.5 Mils

NOTE: This system can be used over factory finish paint or over non-sandblasted steel and offer the high performance of a urethane coating. Specify Series 1074 Endura-Shield for gloss finish. A test patch is always recommended to insure proper application.

A.3 System No. 82-1 Silicone Alkyd Enamel – Gloss

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>1st Coat:</u> 37H-77 Chem-Prime H.S.	2.0 – 3.5
<u>2nd Coat:</u> 23-Color Enduratone	1.5 – 2.5
<u>3rd Coat:</u> 82-Color Silicone Alkyd Enamel	<u>1.0 – 2.5</u> 4.5 – 8.5
Minimum	5.5 Mils

A.4 System 90-97 Zinc/Epoxy/Urethane

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>Primer:</u> 90-97 Tneme-Zinc	2.5 – 3.5
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>3rd Coat:</u> 73 Endura-Shield III	<u>2.0 – 3.0</u> 6.5 – 9.5
Minimum	8.0 Mils

NOTE: This system offers the added corrosion protection of a zinc rich primer. Series 90-97 Tneme-Zinc is an organic zinc-rich primer that can be used for field touch up of a zinc primer or for touch up of galvanized surfaces that are damaged.

You can substitute Series 91-H₂O Hydrozinc for the 90-97. You can substitute Series 1074 for the Series 73 if a gloss finish is desired.

A.5 System No. 30-1 DTM Acrylic Overcoat System

Surface Preparation: Pressure Clean @ 3500 PSI

Spot SP2, SP3, SP6, or SP7

Feather all edges.

	<u>DFT-Mils</u>
<u>Spot Primer:</u> 135 Chembuild	2.0 – 4.0
<u>2nd Coat:</u> 30 Spra-Saf EN	2.0 – 4.0
<u>3rd Coat:</u> 30 Spra-Saf EN	<u>2.0 – 4.0</u>
Total	4.0 – 8.0
Total	6.0 –12.0 (Spots)

NOTE: This is an excellent coating system to overcoat existing unknown coating systems with limited surface preparation, using a non-stressful coating with excellent color and gloss retention. This coating should be spray applied and has excellent dry fall properties. The brush and roller version of Series 30 with a SG finish is the Series 29 Tufcryl. A test patch is always recommended to assure proper adhesion.

B. INTERIOR EXPOSURE (NON-IMMERSION)

B.1 System No. N69-1 High Solids Epoxy

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT Mils</u>
<u>1st Coat:</u> N69-Color Hi-Build Epoxoline II	5.0 – 7.0
<u>2nd Coat:</u> N69-Color Hi-Build Epoxoline II	<u>5.0 – 7.0</u>
	10.0 –14.0
	Minimum 12.0 Mils

NOTE: This coating will provide maximum protection. It offers chemical and corrosion resistance for long-term protection against salt spray, moisture, corrosive fumes, and chemical attack. Series N69 is a polyamidoamine cured epoxy. Primer coat must be touched-up before 2nd coat is applied.

B.2 System No. 66-2 Polyamide Epoxy

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	3.0 – 5.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	<u>4.0 – 6.0</u>

7.0 –11.0

Minimum 9.0 Mils

NOTE: This system will provide chemical and corrosion resistance against abrasion, moisture, corrosion fumes, chemical contact, and immersion in non-potable water. Primer coat must be touched-up before 2nd coat is applied. Substitute Series 161 for low temperature cure or quick recoats.

B.3 System No. 66-6 High Build Epoxy (Over OEM Finishes)

Surface Preparation: Spot SSPC-SP6 Commercial Blast Cleaning or
SSPC-SP11 Power Tool Cleaning To Bare Metal

	<u>DFT-Mils</u>
<u>1st Coat:</u> Manufacturer's Standard (or existing coating)	1.0 – 2.0
<u>2nd Coat:</u> 135 Chembuild	3.0 – 5.0
<u>3rd Coat:</u> 66-Color Hi-Build Epoxoline	<u>3.0 – 5.0</u> 6.0–10.0
	Minimum 7.0 Mils

NOTE: This system is to be used over standard manufacturer's primer to offer a high-performance epoxy finish. Excellent for areas of rust not able to be completely cleaned.

B.4 System No. 23-1 Alkyd Enamel – Semi-Gloss

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>1st Coat:</u> 37H-77 Chem-Prime H.S.	2.0 – 3.5
<u>2nd Coat:</u> 23-Color Enduratone	1.5 – 2.5
<u>3rd Coat:</u> 23-Color Enduratone	<u>1.5 – 2.5</u> 5.0 – 8.5
	Minimum 6.0 Mils

C. IMMERSION

C.1 System No. N69-2 High Solids High Build Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

	<u>DFT-Mils</u>
<u>Stripe Coat:</u> N69-Color Hi-Build Epoxoline II by brush and roller to all weld	3.0 – 5.0

	Seams and plate edges	
<u>1st Coat:</u>	N69-Color Hi-Build Epoxoline II	5.0 – 7.0
<u>2nd Coat:</u>	N69-Color Hi-Build Epoxoline II	<u>5.0 – 7.0</u>
		10.0-14.0
		(Excluding stripe coat)
	Minimum	12.0 Mils

NOTE: This system provides maximum protection in immersion service. Scarify the surface before topcoating if the Series N69 has been exterior-exposed for 60 days or longer. If primer coat is damaged, it must be touched-up before 2nd coat is applied.

C.2 System No. 66-2 High Build Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		<u>DFT-Mils</u>
<u>Stripe Coat:</u>	66-Color to all weld seams and plate edges	2.0 – 4.0
<u>1st Coat:</u>	66-Color Hi-Build Epoxoline	3.0 – 5.0
<u>2nd Coat:</u>	66-Color Hi-Build Epoxoline	3.0 – 5.0
<u>3rd Coat:</u>	66-Color Hi-Build Epoxoline	<u>3.0 – 5.0</u>
		9.0 –15.0
		(Excluding stripe coat)
	Minimum	11.0 Mils

NOTE: This system will provide chemical and corrosion resistance for protection against abrasion, moisture, corrosive fumes, chemical contact, and immersion. Primer coat must be touched-up before 2nd coat is applied. Scarify the surface before top coating if the Series 66 has been exterior-exposed for 60 days or longer. Substitute Series 161 for low temperature cure or quick recoats.

C.3 System No. 20-1 Epoxy-Polyamide (Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

		<u>DFT-Mils</u>
<u>Stripe Coat:</u>	20-1255 Pota-Pox (Beige) to all weld seams and plate edges	2.0 – 4.0
<u>1st Coat:</u>	20-15BL Pota-Pox (Tank White)	3.0 – 5.0
<u>2nd Coat:</u>	20-1255 Pota-Pox (Beige)	4.0 – 6.0
<u>3rd Coat:</u>	20-15BL Pota-Pox (Tank White)	<u>4.0 – 6.0</u>
		11.0–17.0

(Excluding stripe coat)

Minimum 12.0 Mils

Caulk: Seal all open roof seams with a flexible NSF Certified caulking such as Sika Flex 1A

NOTE: This system meets American Water Works Association AWWA D 102 Inside Paint System Number 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure or quick recoats.

C.4 System No. N140 High Solids Epoxy (Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning

	<u>DFT-Mils</u>
<u>Stripe Coat:</u> N140-15BL Pota-Pox Plus (by brush and roller to all weld seams and plate edges)	3.0 – 5.0
<u>1st Coat:</u> N140-1255 Pota-Pox Plus (Beige)	6.0 – 8.0
<u>2nd Coat:</u> N140-15BL Pota-Pox Plus (Tank White)	<u>6.0 – 8.0</u> 12.0 -16.0 (Excluding stripe coat)
	Minimum 14.0 Mils

NOTE: Series N140 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61.

C.5 System No. 46-30 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning*

	<u>DFT-Mils</u>
<u>One Coat:</u> 46H-413 Hi-Build Tneme-Tar	16.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized.

*SSPC-SP6 Commercial Blast Cleaning may be used for non-immersion service.

C.6 System No. 91-H₂O Zinc/Epoxy (Potable Water)

Surface Preparation: SSPC-SP10 Near White Metal Blast

DFT-Mils

<u>Stripe Coat:</u>	91-H ₂ O Hydrozinc 2000 (by brush & roller to all weld seams and plate edges.)	2.5 – 3.5
<u>1st Coat:</u>	91- H ₂ O Hydrozinc 2000	2.5 – 3.5
<u>2nd Coat:</u>	20-1255 Pota-Pox (Beige)	4.0 – 6.0
<u>3rd Coat:</u>	20-15BL Pota-Pox (Tank White)	<u>4.0 – 6.0</u>
		10.5 -15.5
	Minimum	12.0 Mills

Caulk: Seal all open roof seems with a flexible NSF Certified caulking such as Sika-Flex 1A.

NOTE: Can substitute Series N140, or FC20 for Series 20 if preferred. Meets AWWA D102-97 Inside Coating System No. 3.

15.2 **OVERHEAD METAL DECKING, JOIST**

D. **INTERIOR EXPOSURE**

D.1 **System No. 115-1 Uni-Bond DF**

Surface Preparation: Surfaces must be dry, clean, and free of oil, grease, and other contaminants. Allow concrete to cure 28 days. Galvanized metal decking must be scarified.

	<u>DFT-Mils</u>
<u>Coating:</u> 115-Color Uni-Bond DF	2.0 – 4.0

NOTE: This system should be used on ceiling areas where a one-coat system is desired. Can be applied over steel, galvanized, and aluminum decking, joist, beams, conduits, and concrete.

E. **EXTERIOR EXPOSURE**

E.1 **System No. 135-5 Epoxy/DTM Acrylic**

Surface Preparation: Pressure clean to remove all dirt, oil, grease, chemicals, and foreign contaminants. Remove loose paint and all rust by hand and power tool cleaning (SSPC-SP 2 & 3). Feather all edges.

	<u>Dry Film-Mils</u>
<u>Spot Primer:</u> 135 Chembuild	3.0 – 5.0
<u>1st Coat:</u> 30 Spra-Saf EN	2.0 – 4.0
<u>2nd Coat:</u> 30 Spra-Saf EN	<u>2.0 – 4.0</u>
TOTAL	4.0 – 8.0 (For (2) Coats)

NOTE: This system can be applied over a wide variety of coatings and factory finishes. It can also be applied direct to galvanized aluminum decking, joists, conduits, and tight rust.

15.3 MILL COATED STEEL PIPE

F. EXTERIOR/INTERIOR EXPOSURE (NON-IMMERSION)

F.1 System No. 66-3 Epoxy-Polyamide

Surface Preparation: Surface shall be clean and dry. Scarify by Brush Blasting if surface is hard and glossy.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	3.0 – 4.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	4.0 – 6.0
<u>*3rd Coat:</u> 73 Endura-Shield	(2.0 – 3.0)
	(9.0 –13.0)
Minimums	11.0 Mils for 3 coats
	9.0 Mils for 2 coats

*Optional topcoat for exterior exposure

NOTE: This system can be applied directly to mill coated steel pipe without sandblasting for use in non-immersion. There may be some bleed through with the 1st coat. Do not apply over glossy varnish type mill coatings without thorough scarification.

15.4 GALVANIZED STEEL – PIPE AND MISCELLANEOUS FABRICATIONS

G. EXTERIOR/ (NON-IMMERSION)

G.1 System No. 73-2 Epoxy/High Build Urethane

Surface Preparation: SSPC-SP1 Solvent Cleaning and Scarify by Brush Off Blasting, Hand Sanding, or Chemical Treatment

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 4.0
<u>2nd Coat:</u> 73-Color Endura-Shield	<u>2.0 – 4.0</u>
	4.0 – 8.0
Minimum	5.0 Mils

NOTE: Series 66 has excellent adhesion to galvanized steel. This system is highly resistant to abrasion, wet conditions, corrosive fumes, and chemical contact. Provides 2-3 times the color and gloss retention of conventional paints. First coat to be same color as or close to the finish color. Specify Series 1074 Endura-Shield for gloss finish.

H. INTERIOR EXPOSURE (NON IMMERSION)

H.1 System No. 66-6 Polyamide Epoxy

Surface Preparation: SSPC-SP1 Solvent Cleaning and Scarify by Brush Off Blasting, Hand Sanding, or Chemical Treatment

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 4.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	<u>2.0 – 4.0</u>
	4.0 – 8.0
Minimum	5.0 Mils

I. IMMERSION (POTABLE WATER)

I.1 System No. 20-1 Epoxy-Polyamide (Potable Water)

Surface Preparation: Solvent Clean Per SSPC-SP1 & Abrasive Blast per SSPC-SP7

	<u>DFT-Mils</u>
<u>1st Coat:</u> 20-1255 Pota-Pox Primer	4.0 – 6.0
<u>2nd Coat:</u> 20-15BL Pota-Pox Finish	<u>4.0 – 6.0</u>
	8.0–12.0
Minimum	10.0 Mils

NOTE: Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Substitute Series FC20 for low temperature cure or quick recoat.

15.5 CHAIN-LINK FENCES

J. GALVANIZED STEEL & NON-FERROUS METAL

J.1 System No. 6-2 Oil Based Enamel

Surface Preparation: Surface shall be clean and dry

	<u>DFT-Mils</u>
<u>1st Coat:</u> 80 Galv-Gard	2.5 – 4.0
<u>2nd Coat:</u> 80 Galv-Gard	<u>2.5 – 4.0</u>

5.0 – 8.0
Minimum 5.0 Mils

15.6 CONCRETE

K. EXTERIOR – ABOVE GRADE

K.1 System No. 180-1 High Build Acrylic Emulsion – Smooth

Surface Preparation: Surface shall be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 180-Color W.B. Tneme-Crete	4.0 – 6.0*
<u>2nd Coat:</u> 180-Color W.B. Tneme-Crete	<u>4.0 – 6.0*</u>
	8.0 –12.0 Mils
Minimum	10.0 Mils

*This coating should be spray applied to achieve the recommended DFT. Application by roller would possibly require additional coats to achieve the recommended DFT for the system.

NOTE: Series 180 is a high build decorative acrylic coating in a smooth finish. Substitute Series 181 if a sand texture finish if desired.

K.2 System No. 6-1 Acrylic Emulsion

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>2nd Coat:</u> 6-Color Tneme-Cryl	<u>2.0 – 3.0</u>
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: If semi-gloss finish is desired, use Series 29 Tuf-Cryl as the 2nd coat @ 1.5 – 2.0 mils DFT.

K.3 System No. 156-1 Modified Acrylic Elastomer

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 156-Color Enviro-Crete	4.0 – 8.0
<u>2nd Coat:</u> 156-Color Enviro-Crete	<u>4.0 – 8.0</u>
	8.0 –16.0

Minimum 10.0 Mils

NOTE: If texture is needed, use 157 Enviro-Crete TX (medium texture). For application over previously applied coatings, use TNEMEC Series 151 Elasto-Grip at 1.0 – 2.5 mils DFT prior to the application of Series 156 Enviro-Crete.

K.4 System No. 100 Concrete Stain

Surface Preparation: The surface must be clean, dry, sound, and free of cracks, and paint.

	<u>SF/Gal/Ct</u>
<u>Sealer:</u> Chemprobe Prime A Pell H ₂ O	65-200
<u>Concrete Stain:</u> Two coats of Chemprobe Conformal Stain	75-200

L. EXTERIOR – BELOW GRADE

L.1 System No. 46-61 Coal Tar Pitch Solution

Surface Preparation: Surface must be clean and dry. Allow new concrete to cure at least 28 days.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 46-465 H.B. Tnemecol	8.0 –12.0
<u>2nd Coat:</u> 46-465 H.B. Tnemecol	8.0 –12.0
	16.0 - 24.0
Minimum	16.0 Mils

L.2 System No. 46-31 Coal Tar Epoxy

Surface Preparation: Surface shall be clean and dry. Allow New concrete to cure at least 28 days.

	<u>DFT-Mils</u>
<u>One Coat:</u> 46H-413 Hi-Build Tneme-Tar	14.0-20.0

L.3 System No. 100-1 Crystalline Waterproofing

Surface Preparation: Surface to be clean and opened up by Brush Blasting, Acid Etching, or Water Blasting w/Turbo Tips. Surface must be pre-wetted prior to application.

<u>1st Coat:</u> XYPEX Concentrate @ (1.5 #/SY)
<u>2nd Coat:</u> XYPEX Modified @ (1.5 #/SY)

NOTE: This system can be applied to concrete that is still wet or hasn't

developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure. Application shall be per XYPEX specification manual.

M. INTERIOR EXPOSURE (NON-IMMERSION)

M.1 System No. 6-1 Acrylic Emulsion (Interior/Exterior)

Surface Preparation: Surface shall be clean and dry. Allow concrete to cure for 28 days.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>2nd Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system will provide a decorative coating with good exterior durability, color retention, and a high vapor transmission rate. For Semi-Gloss finish, substitute Series 29 Tuf-Cryl for the 2nd coat at 1.5 – 2.0 mils DFT. Apply both the Series 6 & 29 in the same color.

M.2 System No. 66-4 Epoxy-Polyamide (Interior)

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	3.0 – 5.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	4.0 – 6.0
	7.0–11.0
Minimum	9.0 Mils

M.3 System No. 84-1 High Solids Glazed Epoxy (Interior)

Surface Preparation: Surfaces shall be clean and dry. Allow concrete to cure for 28 days.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 84-Color Ceramlon II	6.0 – 10.0
<u>2nd Coat:</u> 84-Color Ceramlon II	6.0 – 10.0
	12.0 - 20.0
Minimum	14.0 Mils

M.4 System No. 113-2 Acrylic Epoxy Semi-Gloss

Surface Preparation: Surface must be clean and dry.

<u>DFT-Mils</u>	
<u>1st Coat:</u> 113-Color Tneme-Tufcoat	4.0 – 6.0
<u>2nd Coat:</u> 113-Color Tneme-Tufcoat	4.0 – 6.0
	8.0 –12.0
Minimum	8.0 Mils

NOTE: Substitute Series 114 Tneme-Tufcoat for gloss finish. Multiple coats may be required if application is by roller.

N. IMMERSION – POTABLE & NON-POTABLE WATER

N.1 System No. 66-4 Epoxy-Polyamide (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

<u>DFT-Mils</u>	
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	4.0 – 6.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	4.0 – 6.0
	8.0 –12.0
Minimum	10.0 Mils

NOTE: Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. First coat should be spray applied and backrolled.

N.2 System No. 104-5 High Solids Epoxy (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

<u>DFT-Mils</u>	
<u>1st Coat:</u> 104-1255 H.S. Epoxy Primer	6.0 – 10.0
<u>2nd Coat:</u> 104-Color H.S. Epoxy	6.0 – 10.0
	12.0 - 20.0
Minimum	14.0 Mils

NOTE: Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. First coat should be spray applied and backrolled.

N.3 System No. 46-31 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

DFT-Mils

One Coat: 46H-413 Hi-Build Tneme-Tar 14.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer.

N.4 System No. 20-2 Epoxy-Polyamide (Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

DFT-Mils

<u>1st Coat:</u>	20-1255 Pota-Pox	4.0 – 6.0
<u>2nd Coat:</u>	20-15BL Pota-Pox Finish	<u>4.0 – 6.0</u>
		8.0 –12.0
	Minimum	10.0 Mils

NOTE: This system meets American Water Works Association AWWA D 102 Inside System No. 1. Series 20 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. (NSF Standard 61 approved). Substitute Series FC20 for low temperature cure or quick recoats.

N.5 System No. N140-2 Epoxy-Polyamidoamine (Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

DFT-Mils

<u>1st Coat:</u>	N140-1255 Pota-Pox Plus	6.0 – 8.0
<u>2nd Coat:</u>	N140-15BL Pota-Pox Plus	<u>6.0 – 8.0</u>
		12.0-16.0
	Minimum	14.0 Mils

NOTE: Series N140 meets the new requirements of approval for potable water use as established by the National Sanitation Foundation Standard 61. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer. (NSF Standard 61 approved). First coat should be sprayed and backrolled.

N.6 System No. 264-1 Elastomeric Polyurethane

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13 (Surface Preparation of Concrete)

	<u>DFT-Mils</u>
<u>Primer:</u> 20-15BL (Tank White)	5.0 Mils
<u>Coating:</u> 264 Elasto-Shield (Black)	60.0 Mils ± 65.0 Mils

NOTE: This system is NSF Certified for Potable Water. This flexible liner can be used to rehab tanks with leaks. Multiple passes may be required to achieve the desired thickness that can range from 50-100 mils. See Elasto-Shield Application Guide for detailed instructions.

**O. INTERIOR EXPOSURE (NON-IMMERSION)
OVER EXISTING COATINGS**

O.1 System No. 6-1 Acrylic Emulsion

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>2nd Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0 4.0 – 6.0
Minimum	5.0 Mils

NOTE: If semi-gloss finish is desired, use Series 29 Tuf-Cryl as the 2nd Coat @ 1.5 – 2.0 mils DFT.

O.2 System No. 113-1 Acrylic-Epoxy Semi-Gloss

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 113-Color Tneme-Tufcoat	2.0 – 3.0
<u>2nd Coat:</u> 113-Color Tneme-Tufcoat	2.0 – 3.0 4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system will provide high performance and can be applied directly over existing coatings without lifting. Can be used when low odor is required during

application. Specify Series 114 Tneme-Tufcoat for Gloss Finish. This coating can be spray applied in a single coat at 4.0 – 6.0 mils DFT.

15.7 CONCRETE FLOORS

P. EPOXY FLOOR COATING

P.1 System No. 205-1 Epoxy-Polyamide

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 205 Terra-Tread FC	3.0 – 5.0
<u>2nd Coat:</u> 205 Terra-Tread FC	<u>3.0 – 5.0</u> 6.0–10.0
Minimum	6.0 Mils

NOTE: This system will provide a durable, longwearing coating that bonds tightly to concrete and stands up under heavy foot traffic, frequent cleaning, and spillage of water, oil, grease, or chemical. For floors exposed to the sun, add a 3rd coat of Tnemec Series 291 CRU at 2.0 – 3.0 mils DFT.

NOTE: For a skid resistant finish broadcast 50 mesh dry washed silica sand into the 1st coat.

P.2 System No. 287-1 Waterborne Epoxy-Amine

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 287-Color Enviro-Tread	2.0 – 4.0
<u>2nd Coat:</u> 287-Color Enviro-Tread	<u>2.0 – 4.0</u> 4.0 – 8.0
Minimum	5.0 Mils

NOTE: For a non-skid finish, add 287-300C skid resistance sand into the first coat. For floors exposed to the sun add a 3rd coat of Tnemec Series 291-CRU at 2.0 – 3.0 mils DFT.

P.3 System No. 291-12 Epoxy/Urethane

Surface Preparation: Allow concrete to cure 28 days. Acid Etch or Brush Off Blast Cleaning per SSPC-SP13.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>3rd Coat:</u> 291-Color CRU	<u>2.0 – 3.0</u>
	6.0 – 9.0
Minimum	7.0 Mils

NOTE: This system offers a hard, chemically resistant floor coating with excellent flow properties and color and gloss retention.

P.4 System No. 280-1 High Build Polyamine-Epoxy Glaze Floor

Surface Preparation: Allow concrete to cure 28 days. Abrasive Blast Cleaning (Refer to Installation Guide of manufacturer.)

	<u>DFT-Mils</u>
<u>1st Coat:</u> 201 Epoxoprime	6.0 – 8.0
<u>2nd Coat:</u> 280 Tneme-Glaze	6.0 – 8.0
<u>3rd Coat:</u> 280 Tneme-Glaze	<u>6.0 – 8.0</u>
	18.0 –24.0
Minimum	18 Mils

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

P.5 System No. 237/281 Double Broadcast Flooring (Non-Slip)

Surface Preparation: Abrasive Blast Cleaning (Refer to Installation Guide of manufacturer.)

	<u>DFT-Mils</u>
<u>1st Coat:</u> 201 Epoxoprime	6.0 – 8.0
<u>2nd Coat:</u> 237 Power-Tread	1/8" (2 cts. @ 1/16" each)
<u>3rd Coat:</u> 280 Tneme-Glaze	<u>8.0 –12.0</u>
Minimum	1/4"+

Please refer to manufacturer's Installation Guide and Technical Data for proper installation.

P.6 System No. 222/284 Multi-Color Quartz Broadcast Floor and Cove Base

Surface Preparation: Abrasive blast cleaning (Refer to Tnemec Surface Preparation and Installation Guide).

1st Coat: 222 Deco-Tread

2nd Coat: 284 Deco-Clear

Total

DFT-Mils

1/8" (2 cts. @
1/16" each)

8.0-10.0

1/8" +

15.8 POROUS MASONRY

Q. EXTERIOR/INTERIOR EXPOSURE

Q.1 System No. 180-2 Acrylic Emulsion – Smooth

Surface Preparation: Surface shall be clean and dry.

Block Filler: 54-562 Modified Epoxy
Masonry Filler

1st Coat: 180-Color W.B. Tneme-Crete

2nd Coat: 180-Color W.B. Tneme-Crete

DFT-Mils

80 SF/Gal

4.0 – 8.0

4.0 – 8.0

8.0 -16.0*

*Total DFT of topcoats only

NOTE: Also available in Series 181 in a sand finish. The Series 180 has to be spray applied to achieve recommended dry film thickness application; by roller would require additional coats.

Q.2 System No. 6-2 Acrylic Emulsion, Low Sheen

Surface Preparation: Surface shall be clean and dry.

Block Filler: 54-562 Modified Epoxy
Masonry Filler

1st Coat: 6-Color Tneme-Cryl

2nd Coat: 6-Color Tneme-Cryl

DFT-Mils

80 SF Gal

2.0 – 3.0

2.0 – 3.0

*4.0 – 6.0

*Total dry film thickness of topcoats only.

NOTE: This system will fill the block and provide a sealed surface. For semi-gloss finish, use Series 29 Tufcryl (SG) for the 2nd coat @ 1.5 – 2.0 mils DFT.

Q.3 System No. 66-15 Epoxy-Polyamide (Interior)

Surface Preparation: Surface shall be clean and dry.

	<u>DFT-Mils</u>
<u>Block Filler:</u> 54-660 Epoxy Masonry Filler	100 SF Gal
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	4.0 – 6.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	<u>4.0 – 6.0</u>
	*8.0–12.0

*Total dry film thickness of topcoats only.

NOTE: Block filler is a polyamide epoxy designed for high moisture.

Q.4 System No. 104-6 High Solids Epoxy (Interior Only)

Surface Preparation: Surface to be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 104-Color H.S. Epoxy	6.0 – 10.0
<u>2nd Coat:</u> 104-Color H.S. Epoxy	<u>6.0 – 10.0</u>
	12.0 – 20.0
Minimum	14.0 Mils

NOTE: The surface will be tile-like for easy cleaning and will provide protection against chemical attack, corrosive fumes, and high humidity and wash down. Spray and backroll first coat to fill porosity.

Q.5 System No. 113-1 Acrylic-Epoxy Semi-Gloss (Interior Only)

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>Block Filler:</u> 54-562 Modified Epoxy Masonry Filler	80 SF/Gal
<u>1st Coat:</u> 113-Color Tneme-Tufcoat	4.0 – 6.0
<u>2nd Coat:</u> 113-Color Tneme-Tufcoat	<u>4.0 – 6.0</u>
	8.0 – 12.0

NOTE: Series 113 can be spray applied @ 4.0 – 6.0 mils DFT. Application by brush and roller will require additional coats.

NOTE: Series 113 Tneme-Tufcoat has very low odor and can be used when painting in occupied areas. Specify Series 114 Tneme-Tufcoat for a gloss finish.

Q.6 System No. 156-1 Modified Acrylic Elastomer (Exterior)

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>Block Filler:</u> 54-562 Modified Masonry Filler	80 SF/Gal
<u>1st Coat:</u> 156-Color Enviro-Crete	4.0 – 8.0
<u>2nd Coat:</u> 156-Color Enviro-Crete	<u>4.0 – 8.0</u> 8.0–16.0
Minimum	10.0 Mils
(For 2 nd & 3 rd Coats)	

NOTE: If texture is needed, use 157 Enviro-Crete TX (medium texture). For application over previously applied coatings, use TNEMEC 151 Elasto-Grip at 1.0 – 2.5 mils DFT in place of the 54-562 block filler.

15.9 **GYPSUM WALLBOARD**

R. **INTERIOR EXPOSURE** R.1 **System No. 113-5 Acrylic-Epoxy**

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 151 PVA Sealer	1.0 – 2.0
<u>2nd Coat:</u> 113 H.B. Tneme-Tufcoat	2.0 – 3.0
<u>3rd Coat:</u> 113 H.B. Tneme-Tufcoat	<u>2.0 – 3.0</u> 5.0 – 8.0
Minimum	6.0 Mils

NOTE: Series 113 can be spray applied in a single coat at 4.0 – 6.0 mils DFT. Substitute Series 114 if a gloss finish is desired.

R.2 **System No. 66-22 Hi-Build Epoxoline**

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 151 PVA Sealer	1.0 – 2.0
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline*	<u>4.0 – 6.0</u> 5.0 – 8.0
Minimum	5.0 Mils +

NOTE: *Two coats may be required if applied by roller.

R.3 System No. 6-1 Acrylic Emulsion, Low Sheen
(Interior / Exterior Exposure)

Surface Preparation: Surface must be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>2nd Coat:</u> 6-Color Tneme-Cryl	<u>2.0 – 3.0</u>
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: This system is designed for mild use areas like office walls, laboratory ceilings, stairwells, etc. For semi-gloss finish, use Series 29 Tufcryl at 1.5 – 2.0 mils DFT.

15.10 WOOD

S. EXTERIOR/INTERIOR EXPOSURE

S.1 System No. 23-4 Alkyd Semi-Gloss

Surface Preparation: Surface shall be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 36-603 Undercoater	2.5 – 3.5
<u>2nd Coat:</u> 23 Enduratone	1.5 – 3.5
<u>3rd Coat:</u> 23 Enduratone	<u>1.5 – 3.5</u>
	5.5–10.5
Minimum	6.0 Mils

NOTE: Specify Series 2H Hi-Build Tneme-Gloss for High Gloss finish.

S.2 System No. 6-5 Acrylic Latex

Surface Preparation: Surface shall be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 36 Undercoater	2.0 – 3.5
<u>2nd Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>3rd Coat:</u> 6-Color Tneme-Cryl	<u>2.0 – 3.0</u>
	6.0 – 9.5
Minimum	7.5 Mils

NOTE: Substitute Series 29 Tufcryl for the third coat at 1.5 – 2.0 mils DFT if semi-gloss finish is desired.

15.11 PVC PIPE

T. EXTERIOR OR INTERIOR

T.1 System No. 73-23 Epoxy-Polyamide

Surface Preparation: Solvent clean per SSPC-SP1 & Scarify by Brush Blast or Hand Sanding.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>2nd Coat:</u> 73 Endura-Shield	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

15.12 INSULATED PIPE

U. INTERIOR EXPOSURE

U.1 System No. 6-1 Acrylic Emulsion, Low Sheen

Surface Preparation: Surface shall be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
<u>2nd Coat:</u> 6-Color Tneme-Cryl	2.0 – 3.0
	4.0 – 6.0
Minimum	5.0 Mils

NOTE: For semi-gloss finish, use Series 29 Tufcryl for the 2nd coat.

15.13 HIGH HEAT COATING

V. EXTERIOR/INTERIOR EXPOSURE

V.1 System No. 39-2 Silicone Aluminum (1200° F Maximum)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning –
1.0 Mil Surface Profile

	<u>DFT-Mils</u>
<u>1st Coat:</u> 39-1261 Silicone Aluminum	1.0 – 1.5
<u>2nd Coat:</u> 39-1261 Silicone Aluminum	1.0 – 1.5
	2.0 – 3.0
Minimum	2.0 Mils

NOTE: Coating must be heat cured @ 400°F for 1 hour.

V.2 System No. 39-4 Silicone Aluminum (600° F Maximum)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning –
1.0 Mil Surface Profile

	<u>DFT-Mils</u>
<u>1st Coat:</u> 39-661 Silicone Aluminum	1.0 – 1.5
<u>2nd Coat:</u> 39-661 Silicone Aluminum	<u>1.0 – 1.5</u>
	2.0 – 3.0
Minimum	2.0 Mils

NOTE: Coating must be heat cured @ 400°F for 1 hour.

V.3 System No. 90E-92 Inorganic Zinc (750°F Max)

Surface Preparation: SSPC-SP10 Near White Metal Blast Cleaning

	<u>DFT-Mils</u>
<u>Coating:</u> 90E-02 Tneme-Zinc	2.0 – 3.5

NOTE: Coating will have a greenish gray color but will not require curing at elevated temperatures.

15.14 SURFACES EXPOSED TO H₂S/H₂SO₄ (SEVERE EXPOSURE/IMMERSION)

W. CEMENTITIOUS SURFACES

W.1 System No. 120-1 Vinyl Ester (Concrete)

Surface Preparation: Abrasive blast clean per SSPC-SP13 to remove all laitance, fines, and contamination.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 120-5002 Vinester Primer	6.0 – 10.0*
<u>2nd Coat:</u> 120-5003 Vinester F&S	As Required**
<u>3rd Coat:</u> 120-5002 Vinester Primer	12.0 – 18.0
<u>4th Coat:</u> 120-5001 Vinester Topcoat	<u>12.0 – 18.0</u>
	30.0 - 46.0
Minimum	36.0 Mils +

NOTES:

*First coat to be applied by roller application or spray applied followed by backrolling.

**All surface voids, cracks, pinholes, and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.

X. FERROUS METAL SURFACES

X.1 System No. 120-2 Vinyl Ester (Steel)

Surface Preparation: SSPC-SP5 White Metal Blast Cleaning
(3.0 Mil Profile)

	<u>DFT-Mils</u>
<u>1st Coat:</u> 120-5002 Vinester Primer	12.0 – 18.0
<u>2nd Coat:</u> 120-5001 Vinester Topcoat	<u>12.0 – 18.0</u>
	24.0 – 36.0
Minimum	30.0 Mils

NOTE: Application of a stripe coat to all weld seams and plate edges is recommended.

15.15 EXTERIOR OF PRESTRESSED CONCRETE TANKS

Z.1 System No. 156-3 (New Tanks)

Surface Preparation: Surface to be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 156-Color Envirocrete	4.0 – 6.0
<u>2nd Coat:</u> 156-Color Envirocrete	<u>4.0 – 6.0</u>
	8.0 – 12.0
Minimum	10.0 Mils

Z.2 System No. 180-3 (New Tanks)

Surface Preparation: Surface to be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> Thoroseal or equal	1/16"
<u>2nd Coat:</u> 180 W.B. Tneme-Crete	2.0 - 4.0
<u>3rd Coat:</u> 180 W.B. Tneme-Crete	<u>2.0 - 4.0</u>
	1/16"+

Z.3 System No. 6-6 (New Tanks)

Surface Preparation: Surfaces to be clean and dry.

	<u>DFT-Mils</u>
<u>1st Coat:</u> Thoroseal or equal	1/16"
<u>2nd Coat:</u> 6-Tneme-Cryl	2.0 - 3.0
<u>3rd Coat:</u> 6 Tneme-Cryl	<u>2.0 - 3.0</u>
	1/16"+

Z.4 System No. 156-4 Existing Tanks (Previously Painted)

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per High Pressure Water Blast (Min 3500 PSI).

	<u>DFT-Mils</u>
<u>1st Coat:</u> 151 Elasto-Grip	1.0 – 2.5
<u>Stripe Coat:</u> Stripe all hairline cracks with a Brushed coat of Series 156 Envirocrete	3.0 – 5.0
<u>Topcoat:</u> 156-Envirocrete	4.0 – 6.0
(Cracks)	8.0 – 13.5
(Other)	5.0 – 8.5

Z.5 System 180-4 Existing Tanks (Previously Painted)

Surface Preparation: Remove all dirt, oil, grease, chalk, and loose paint per High Pressure Water Blast (Min 3500 PSI).

	<u>DFT-Mils</u>
<u>Stripe Coat:</u> 180 W.B. Tneme-Crete Applied by roller to all Visible cracks	2.0 - 4.0
<u>1st Coat:</u> 180 W.B. Tneme-Crete	2.0 - 4.0
<u>2nd Coat:</u> 180 W.B. Tneme-Crete	2.0 - 4.0
	4.0 - 8.0
Minimum	5.0 mils (2 coats)

NOTE: May be spray applied in a single coat at 4.0 – 8.0 mils.

15.16 SECONDARY CONTAINMENT AREAS

AA.1 System No. 61-4 Epoxy Polyamide (For Fuel Oils)

Surface Preparation: Surface shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast).

	<u>DFT-Mils</u>
<u>Primer:</u> 61-5002 Tneme-Liner (Beige)	4.0 – 6.0
<u>Topcoat:</u> 61-5001 Tneme-Liner (Gray)	4.0 – 6.0
	8.0 – 12.0
Minimum	10.0 Mils

NOTE: This system will provide excellent resistance to most chemicals including petrochemicals. Use Tnemec Series 63-1500 between coats as a filler and surfacer wherever it is required.

AA.2 System No. 61-1 Amine Epoxy (For Caustics)

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP6 (Brush Off Blast).

	<u>DFT-Mils</u>
<u>Primer:</u> 61-5002 Tneme-Liner (Beige)	8.0 – 12.0
<u>Topcoat:</u> 61-5001 Tneme-Liner (Gray)	8.0 – 12.0
	16.0 - 24.0

NOTE: This system offers superior chemical resistance to a wide range of chemicals. Use Tnemec Series 63-1500 between coats as a filler and surfacer wherever it is required.

AA.3 System 262-1 Flexible Polyurethane

Surface Preparation: Surfaces shall be clean and dry. Allow new concrete to cure for 28 days. Abrasive Blast Clean per SSPC-SP7 (Brush Off Blast).

	<u>DFT-Mils</u>
<u>Primer:</u> 66 Hi-Build Epoxoline	5 Mils
<u>Coating:</u> 262 Elasto-Shield (Black)	<u>50 Mils</u>
Total	55

NOTE: Multiple passes may be required to achieve recommended film thickness. See Elasto-Shield Application Guide for additional instructions. This product is only available in black. Repair all cracks, bugholes, and spalled areas with Series 265 Elasto-Shield TG prior to application of Series 262.

AA.4 System No. 120-3 Vinyl Ester (For Acids)

Surface Preparation: Abrasive blast clean per SSPC-SP13.

	<u>DFT-Mils</u>
<u>Filler Surfacer:</u> 120-5003 Vinester F & S	as Required
<u>1st Coat:</u> 120-5002 Vinester Primer	15.0 - 18.0
<u>2nd Coat:</u> 120-5001 Vinester Topcoat	<u>15.0 - 18.0</u>
	30.0 - 36.0
Minimum	30.0 Mils

NOTES: Use 120-5003 Vinester F & S to fill all cracks, bugholes, and other surface voids, and smooth all rough areas.

AA.5 System No. 275 Fiber Reinforced Novolac Epoxy

Surface Preparation: Allow new concrete to cure 28 days. Abrasive blast clean per SSPC-SP13.

Filler Surfacers: Fill all voids with Tnemec Series 201 Epoxoprime mixed with fumed silica.

Prime Coat: Tnemec Series 201 Epoxoprime @ 6.0 – 8.0 mils DFT.

Body Coat: Tnemec Series 275 Stranlok (Fiber Reinforced Novolac Epoxy) applied by spray or trowel at 30-35 mils DFT.

Topcoat: Tnemec Series 282 Tneme-Glaze (Novolac Epoxy) applied at 6.0 – 8.0 mils DFT.

15.17 CLEAR WATER REPELLENT FOR CONCRETE, MASONRY & BRICK

BB.1 Silane/Siloxane Sealer (Water Based)

Surface Preparation: Allow new concrete to cure 28 days. Clean surfaces to be sealed by abrasive blasting or waterblasting.

COATING: BRICK, CONCRETE

Chemprobe PRIME A PELL H₂O 125-200 SF/GAL

SPLIT FACED OR POROUS MASONRY

Chemprobe PRIME A PELL H₂O. 65-100 SF/GAL

BB.2 Silane/Siloxane Sealer w/Concrete Stain

Sealer: Chemprobe Prime A Pell H₂O 65-200 SF/Gal

Concrete Stain: Two Coats of Chemprobe 75-200 SF/Gal/Ct
Conformal Stain

15.18 MANHOLES, WET WELLS & LIFT STATIONS

CC.1 System No. 120-1 Vinyl Ester

Surface Preparation: Abrasive blast clean to remove all laitance, fines, and contamination.

	<u>DFT-Mils</u>
<u>1st Coat:</u> 120-5002 Vinester Primer	6.0 – 10.0*
<u>2nd Coat:</u> 120-5003 Vinester F&S	As required**
<u>3rd Coat:</u> 120-5002 Vinester Primer	12.0 – 18.0
<u>4th Coat:</u> 120-5001 Vinester Topcoat	<u>12.0 – 18.0</u>
	30.0 – 46.0
Minimum	36.0 Mils +

*First coat to be applied by roller application or spray applied followed by backrolling.

**All surface voids, cracks, pinholes, and other defects must be filled flush with the adjacent surfaces by putty knife, trowel, float, squeegee, or other suitable method.

CC.2 System No. 100-1 Crystalline Waterproofing

Surface Preparation: Surface to be clean and roughened by Brush Blasting, Acid Etching, or High Pressure Water Blasting (3500 PSI) with turbo tips.

1st Coat: XYPEX Concentrate @ (1.5#/SY) – 1/16"±

2nd Coat: XYPEX Modified @ (1.5#/SY) – 1/16"±

NOTE: This system can be applied to concrete that is still wet or hasn't developed final cure. It can be used where wet surface conditions exist or where there is the potential for water intrusion due to hydrostatic pressure.

15.19 CANAL PIPE CROSSINGS

DD.1 System 90-97 Zinc/Epoxy/Urethane for New Pipe or Pipe Requiring Removal of Existing Coatings

Surface Preparation: SSPC-SP6 Commercial Blast Cleaning

	<u>DFT-Mils</u>
<u>Primer:</u> 90-97 Tneme-Zinc	2.5 – 3.5
<u>2nd Coat:</u> 66-Color Hi-Build Epoxoline	2.0 – 3.0
<u>3rd Coat:</u> 73-Color Endura-Shield	<u>2.0 – 3.0</u>
	6.5 – 9.5
Minimum	8.0 Mils

DD.2 System No. 135-2 High Build, High Gloss Urethane for Marginally Cleaned Surfaces or Topcoating Over Existing Systems

Surface Preparation: High Pressure Water Blast (Min 3500 PSI) or Solvent Clean (SSPC-SP1) and Spot Hand and Power Tool Clean (SSPC-SP2 & 3) or Brush Blast (SSPC-SP7). Existing coatings must be clean, dry, and tightly adhering prior to application of coatings.

	<u>DFT-Mils</u>
<u>Spot Primer:</u> 135 Chembuild	3.0 – 4.0 (Spots)
<u>Tie Coat:</u> 135 Chembuild	3.0 – 4.0
<u>2nd Coat:</u> 73-Color Endura-Shield	<u>2.0 – 3.0</u>
	5.0 – 7.0
Minimum	5.0 Mils

NOTE: A test Patch is always recommended to insure proper adhesion to existing coatings without lifting of existing coatings.

15.20 REPAINTING OF METAL BUILDING PANELS

EE.1 Exterior of Metal Building Panels

Surface Preparation: Pressure clean (3000 PSI) and spot SP2 & 3 Hand and Power Tool Cleaning.

	<u>DFT-Mils</u>
<u>Spot Primer:</u> 135 Chembuild	3.0 – 5.0
<u>1st Coat:</u> 30 Spra-Saf EN	2.0 – 4.0
<u>2nd Coat:</u> 30 Spra-Saf EN	<u>2.0 – 4.0</u>
	4.0 – 8.0
Minimum	4.0 Mils

NOTE: Test patch is strongly recommended.

EE.2 Exterior Miscellaneous Metal Trim

Surface Preparation: Pressure clean (3000 PSI) or solvent clean per SSPC-SP1. Spot SP2 & 3 Hand & Power Tool Cleaning.

	<u>DFT-Mils</u>
<u>Spot Primer:</u> 135 Chembuild	2.0 – 4.0
<u>Tie Coat:</u> 135 Chembuild	2.0 – 4.0
<u>Topcoat:</u> 73 Endura-Shield	<u>2.0 – 3.0</u>
Total	4.0 – 7.0

NOTE: Test patch is strongly recommended.

COATING SCHEDULE
REFER TO SHEET M -129 FOR FINISH SCHEDULE

END OF SECTION

SECTION 22 05 53
IDENTIFICATION FOR PLUMBING PIPING AND PUMPS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes mechanical identification materials and devices.

1.03 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specifications Sections.
- B. Product data for identification materials and devices.

1.04 QUALITY ASSURANCE

- A. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

1.05 SEQUENCING AND SCHEDULING

- A. Coordinate installation of identifying devices after completion of covering and painting where devices are applied to surfaces.
- B. Coordinate labels with other disciplines, i.e. controls, electrical, etc.

PART 2 - PRODUCTS

2.01 IDENTIFYING DEVICES AND LABELS

- A. General: Products specified are manufacturer's standard products of categories and types required for each application as referenced in other Division 22 Sections. Where more than single type is specified for listed application, selection is Installer's option but provide single selection for each product category.

- B. Equipment Nameplates: Metal nameplate permanently fastened to equipment and having data engraved or stamped.
 - 1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
 - 2. Location: An accessible and visible location.
- C. Lettering: Use piping system terms as indicated and abbreviate only as necessary for each application length.
 - 1. Arrows: Either integrally with piping system service lettering (to accommodate both directions), or as separate unit, on each pipe marker to indicate direction of flow.
- D. Plastic Equipment Markers: Laminated-plastic, in the following color code:
 - 1. Blue: potable water equipment.
 - 2. Green: sanitary sewer
 - 3. Purple: reuse equipment
 - 4. Terminology: include following, matching nomenclature to be as provided by Owner:
 - a. Identification
 - b. Design capacity (gpm)
 - c. Other design parameters such as head rating, pressure setting, etc.
 - 5. Size: Approximate 2 ½ by 4 inches for control devices, dampers, and valves; and 4 ½ by 6 inches for equipment.
- E. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in mechanical identification, with corresponding designations indicated by Owner. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of mechanical system and equipment.

PART 3 - EXECUTION

3.01 LABELING AND IDENTIFYING

- A. Equipment: Install engraved plastic laminate signs or equipment markers on or near each major item of mechanical equipment. Provide signs for following general categories of equipment:

1. Pumps
2. Control Valves
3. Control Panels

3.02 ADJUSTING AND CLEANING

- A. Relocate mechanical identification materials and devices which have become visually blocked by work of this Division or other Divisions.

END OF SECTION

SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work to be performed under the sections of Division 26 includes all labor, materials, and equipment required to install complete electrical systems as described in these specifications and as shown on the drawings. This section includes information common to two or more technical specification sections or items that are of a general nature, not conveniently fitting into other technical sections.
- B. Before submitting a bid, the Contractor shall examine the drawings and specifications, visit the work site, and be informed of local conditions, all federal, state and local ordinances, regulations and all other pertinent items which may affect cost, schedule, and completion of this project.
- C. Drawings accompanying these specifications are a part of these specifications. Drawings are intended to show general arrangement, design, and extent of work and are diagrammatic. Drawings are not intended to show exact locations except where dimensions are shown. Any substantial differences existing between drawings and conditions in the field shall be submitted to the Engineer for consideration before proceeding with work. Electrical work is shown on plans using standard industry symbols.
- D. Before ordering materials or doing work, the Contractor shall verify all measurements pertaining to work scope and assume installation responsibility for complete and fully functional electrical systems.
- E. The electrical work included in all other divisions of this specification and related documents is the responsibility of the contractor performing the division 26 work unless specifically noted otherwise.

1.3 REFERENCED STANDARDS

- A. Abbreviations of standards organizations referenced in this and other sections are as follows:
 - 1. ANSI – American National Standards Institute

2. ASTM - American Society for Testing and Materials
3. EPA - Environmental Protection Agency
4. ETL - Electrical Testing Laboratories, Inc.
5. IBC - International Building Code
6. IEEE - Institute of Electrical and Electronics Engineers
7. IES - Illuminating Engineering Society
8. ISA - Instrument Society of America
9. NBS - National Bureau of Standards
10. NEC - National Electric Code
11. NECA - National Electrical Contractors Association
12. NEMA - National Electrical Manufacturers Association
13. NESC - National Electrical Safety Code
14. NFPA - National Fire Protection Association
15. UL - Underwriters Laboratories Inc.

1.4 QUALITY ASSURANCE

- A. Manufacturer references used herein are intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and the assigned space and for obtaining the performance from the system into which these items are placed.
- C. All materials shall be listed by and shall bear the label of an approved electrical testing laboratory. If none of the approved electrical testing laboratories has published standards for a particular item, then other national independent testing standards, subject to approval by the Engineer, shall apply and such items shall bear those labels. Where one of the approved electrical testing laboratories has an applicable system listing and label, the entire system shall be so labeled. The Contractor shall not modify new equipment in such a way as to nullify the Testing Laboratories label. All equipment and materials shall be used or installed in accordance with any instruction included in the listing by the laboratory.

1.5 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of local codes and regulations, the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, and current manufacturing standards (including NEMA) and any additional local modifications enacted by the Local Authority

Having Jurisdiction. Contractor shall be responsible to verify what if any local modifications are in place or enacted by the Local Authority Having Jurisdiction.

- B. All work shall be installed in accordance with NECA standards of installation.

1.6 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Owner. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.

- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:

1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
2. Indicate method of providing temporary electric service.
3. Do not proceed with interruption of electric service without Owner's written permission.

- 1.7 This Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible.

1.8 OMISSIONS

- A. No later than ten (10) days before bid opening, the Contractor shall call to the attention of the Engineer any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

1.9 SUBMITTALS

- A. Refer to Division 01 for Submittal requirements.
- B. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name or number, as indicated in the contract documents. Failure to do this may result in the submittal(s) being returned to the Contractor for correction and resubmission. Failing to follow these instructions does not relieve the Contractor from the requirement of meeting the project schedule.

- C. On request, the Contractor shall furnish additional drawings, illustrations, catalog data, performance characteristics, etc. to clarify intent of construction or operations.
- D. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.
- E. The submittals must be approved before fabrication.

1.10 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet Project conditions, including changes to work specified in other Sections. Obtain written permission of Engineer before proceeding.
- C. Tools, materials, and equipment shall be confined to areas designated by the Construction Manager.

1.11 WORK SEQUENCE AND SCHEDULING

- A. See the General Conditions of the Contract, Scheduling and Coordination of Work, and Time for Completion of the Project, and General Requirements, Mutual Responsibility for additional requirements.

1.12 WORK BY OTHER TRADES

- A. Every attempt has been made to indicate in this trade's specifications and drawings all work required of this Contractor. However, there may be additional specific paragraphs in other trade specifications and addenda, and additional notes on drawings for other trades which pertain to this Trade's work, and thus those additional requirements are hereby made a part of these specifications and drawings.
- B. Electrical details on drawings for equipment to be provided by others is based on preliminary design data only. This Contractor shall lay out the electrical work and shall be responsible for its correctness to match equipment actually provided by others.

1.13 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Refer to Division 1, General Requirements, Operating and Maintenance Instructions for additional requirements.

1.14 TRAINING

- A. Instruct Owner's personnel in the proper operation and maintenance of systems and equipment provided as part of this project; video record all training sessions. Use the Operating and Maintenance manuals during this instruction. Demonstrate startup and shutdown procedures for all equipment. All training to be during normal working hours.
- B. The requirement for recording training sessions may be deleted on some projects but not the requirement for the training itself.
- C. Refer to other sections in Division 26 for specific section and equipment training requirements.

1.15 RECORD DRAWINGS

- A. Contractor shall provide drawings to document as-built conditions per Division 1.
- B. The daily record of changes shall be the responsibility of the Contractor's field representative. No arbitrary mark-ups will be permitted.
- C. The record drawing set shall be made available and may be audited periodically by the Owners' construction representative to assure the changes are being recorded.
- D. At the completion of the project, the Contractor shall submit the marked-up record drawings to the Owners' construction representative prior to request for final payment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Reference applicable sections within Division 26.

PART 3 - EXECUTION

3.1 WORK INCLUDED

- A. The scope of work shall include all work, including all labor, materials and equipment, testing required to install a complete electrical system as indicated in the project Manual. The Project Manual consists of the bidding documents, the contract, specifications, contract drawings and all subsequent addenda and modifications. The contractor shall furnish and install all necessary materials, apparatus and devices to complete the electrical equipment and systems installation herein specified, except such parts as are specifically exempted herein.

- B. All work items shown on the drawings is within the scope of work and shall be provided as indicated. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- C. In general, the specifications indicate the requirements and quality for products required and the executions for those products. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- D. If there is any discrepancy between the drawings and the specifications, it is the contractor's responsibility to notify the Engineer for resolution, prior to procuring equipment or starting work.
- E. Coordinate and verify all equipment being supplied by equipment supplier and other trades. Verify equipment size, motor HP, dimensions, locations, etc. as all are subject to change.
- F. All permits and inspection fees required to complete the work shall be paid for by the Contractor unless noted otherwise.
- G. All electrical equipment and fixtures shall be installed in complete accordance with the manufacturers' recommendations.
- H. Contractor shall provide all motor connections as shown on the drawings and as specified herein.

3.2 PERMITS, FEES, TAXES, INSPECTIONS

- A. Procure all applicable permits and licenses.
- B. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
- C. ELECTRICAL CONTRACTOR to pay all charges for permits or licenses.
- D. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.
- E. Pay all charges arising out of required inspections by an authorized body.
- F. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
- G. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.

3.3 COORDINATION

- A. The Contractor shall cooperate with other trades and the Owner's construction representative in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical work to better fit the general installation, such work shall be done at no extra cost, provided such decision is reached prior to actual installation. The Contractor shall check location of electrical outlets with respect to other installations before installing.
- B. Coordinate all work with other trades prior to installation. Any installed work that is not coordinated and that interferes with another trades work shall be removed or relocated at the installing contractor's expense.

3.4 HOUSEKEEPING AND CLEAN UP

- A. Refer to Division 1, General Requirements, and Cleaning for additional requirements.

END OF SECTION

SECTION 26 05 02
ELECTRICAL DEMOLITION AND ALTERATION

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this section.
- B. Section 26 05 00 "Common Work Results for Electrical."
- C. NFPA 70 – National Electrical Code

1.2 COORDINATION

- A. Coordinate sequencing with Owner and other Contractors. Coordinate scope of work with all other Contractors and the Owner at the project site. Schedule removal of equipment and electrical service to avoid conflicts.

1.3 SUMMARY

- A. Electrical Demolition
- B. The drawings are intended to indicate the scope of work required and do not indicate every box, conduit, or wire that must be removed. The Contractor shall visit the site prior to submitting a bid and verify existing conditions.

1.4 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Owner. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.
- B. This Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible.
- C. Prior to demolition or alteration of structures, the following shall be accomplished:
 - 1. Owner release of structure.
 - 2. Disconnection of electrical power to utilization equipment and circuits removed or affected by demolition work.
 - 3. Electrical services rerouted or shut off outside area of demolition.
 - 4. Survey and record condition of existing facilities to remain in place that may be affected by demolition operations. After demolition operations are completed,

survey conditions again and restores existing facilities to their predemolition condition.

5. Notify utilities prior to razing operations to permit them to disconnect and remove or relocate equipment that served existing facilities.
6. Contractor shall notify Engineer of existing code violations observed during the course of performing his work. If corrective action needs to be taken that changes the scope of the work, corrective action to proceed only after approved by Engineer.
7. Provide temporary wiring and connections to maintain existing systems in service during construction. Assume all equipment and systems must remain operational unless specifically noted otherwise on drawings.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work as specified in the individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned equipment or facilities. Extend conduit and wire to facilities and equipment that will remain in operation following demolition. Extension of conduit and wire to equipment shall be compatible with the surrounding area.

3.2 PREPARATION

- A. Where walls, ceilings, structures, etc., are indicated as being renovated and/or removed on general drawings, the Contractor shall be responsible for the removal of all electrical equipment, devices, fixtures, raceways, wiring, systems, etc., from the removed area.
- B. Where ceilings, walls, structures, etc., are temporarily removed and replaced by others, this Contractor shall be responsible for the removal, storage, and replacement of equipment, devices, fixtures, raceways, wiring, systems, etc.

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which

are not removed. Patch openings created from removal of devices to match surrounding finishes.

- B. Repair adjacent construction and finishes damaged during demolition and extension work. Patch openings to match existing surrounding finishes.
- C. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.
- D. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified. This includes the extension of the circuit from the last active device to the next device in the system to be activated.
- E. Equipment removal in certain locations may require the installation of a junction box to reconnect circuits that remain in operation. Extend conduit and wiring as required to maintain power to remaining equipment.
- F. Contractor shall remove and install all ceiling tiles as required for the execution of electrical work that is outside the contract limits of construction. Contractor shall replace ceiling tiles with identical material where damaged by this Contractor.
- G. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

3.4 GENERAL

- A. Contractor is responsible for all costs incurred in repair, relocations, or replacement of any cables, conduits, or other services if damaged without proper investigation.

3.5 CLEANING AND REPAIR

- A. Clean and repair existing materials and equipment that remain or are to be reused.
- B. Panelboards: Within the project scope. Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.
- C. Electrical items (i.e., lighting fixtures, panelboard motor controllers, disconnects, switches, conduit, wire, etc.) Removed and not relocated remain the property of the owner. The contractor shall dispose of material the owner does not want.

3.6 ASBESTOS REMOVAL

- A. If this Contractor shall discover the presence of asbestos material he shall cease work immediately and notify Owner architect and Engineer of condition.

3.7 INSTALLATION

- A. Install relocated materials and equipment under the provisions of Division 26 Specifications.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Alpha Wire.
 - 2. Belden Inc.
 - 3. Encore Wire Corporation.
 - 4. General Cable Technologies Corporation.
 - 5. Southwire Incorporated.
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-THWN-2.

- D. Conductor sizes shown on drawings are based on 75 Degree C copper.
- E. All conductors shall be rated 600 volts.
- F. Branch circuit wire sizes not shown on the drawings shall be #12 AWG minimum.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. Ideal Industries, Inc.
 - 4. Ilsco; a branch of Bardes Corporation.
 - 5. NSi Industries LLC.
 - 6. O-Z/Gedney; a brand of the EGS Electrical Group.
 - 7. Thomas and Betts Corp.
 - 8. 3M; Electrical Markets Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
 - 1. Split Bolt Connectors: Not acceptable.
 - 2. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
 - 3. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
 - 4. All wire connectors used in underground or exterior pull boxes shall be gel filled twist connectors or a connector designed for damp and wet locations.
 - 5. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
 - 6. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN-2, single conductors in raceway.
- C. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN-2, single conductors in raceway.
- D. Exposed Branch Circuits, Including in Crawlspace: Type THHN-THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Feeder and branch circuit routing is shown diagrammatically on the drawings and is approximate unless dimensioned. Route feeders and branch circuits as required to meet project conditions.
- B. All 120 and 277 volt branch circuits shall have a dedicated neutral conductor. The neutral conductor shall be considered current-carrying conductor for wire derating. The use of multi-wire branch circuits with a common neutral is not permitted.
- C. All power wiring shall be installed in conduit unless specifically indicated otherwise.
- D. Conceal feeders and branch circuits in finished walls, ceilings, and floors, unless otherwise indicated.

- E. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- F. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- G. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.
- H. Install exposed feeders and branch circuits parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according industry standards.
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
- B. Test and Inspection Reports: Prepare a written report to record the following:
 - 1. Procedures used.

2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION

SECTION 26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Nonmetallic conduits and fittings.
3. Metal wireways and auxiliary gutters.
4. Boxes, enclosures, and cabinets.

1.3 ACTION SUBMITTALS

- A. Product Data: For wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit; a part of Atkore International.
 - b. Republic Conduit.
 - c. Southwire Company.
 - d. Thomas & Betts Corporation; A Member of the ABB Group.
 - e. Western Tube and Conduit Corporation.
 - f. Wheatland Tube Company.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

3. RMC: Comply with ANSI C80.1 and UL 6.
4. Retain "ARC" Paragraph below for corrosion resistance and for power distribution at frequencies above 60 Hz or for other special conditions.
5. ARC: Comply with ANSI C80.5 and UL 6A.
6. IMC: Comply with ANSI C80.6 and UL 1242.
7. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch (1 mm), minimum.
8. EMT: Comply with ANSI C80.3 and UL 797.
9. In "FMC" Paragraph below, zinc-coated steel is most common type and provides some additional protection from physical damage. Aluminum is much lighter and easier to install.
10. FMC: Comply with UL 1; zinc-coated steel or aluminum.
11. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings:

1. Comply with NEMA FB 1 and UL 514B.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fittings, General: Listed and labeled for type of conduit, location, and use.
4. Coordinate "Conduit Fittings for Hazardous (Classified) Locations" Subparagraph below with Drawings.
5. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203.
6. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Set-screw.
7. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651 for PVC and type XJ for steel, rated for environmental conditions were installed, and including flexible external bonding jumper.
8. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- a. AFC Cable Systems; a part of Atkore International.
- b. Allied Tube & Conduit; a part of Atkore International.
- c. Champion Fiberglass, Inc.
- d. Electri-Flex Company.
- e. Kraloy
- f. Lamson & Sessions; Carlon Electrical Products.
- g. Thomas & Betts Corporation; A Member of the ABB Group.

2. ENT: Comply with NEMA TC 13 and UL 1653.
3. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
4. LFNC: Comply with UL 1660.
5. RTRC: Comply with UL 2515A and NEMA TC 14.

B. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Fittings for LFNC: Comply with UL 514B.
4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. ABB, Electrification Products Division.
2. B-line; Eaton, Electrical Sector.
3. Hoffman; nVent.
4. MonoSystems, Inc.
5. Square D; Schneider Electric USA.
6. Wiegmann; Hubbell Incorporated, Commercial and Industrial.

- B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 12 unless otherwise indicated, and sized according to NFPA 70.

- C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

- D. Wireway Covers: Hinged type unless otherwise indicated.
- E. Finish: ANSI 61 Gray Unpainted galvanized for steel wireways.

2.4 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Crouse-Hinds, an Eaton business.
2. EGS/Appleton Electric.
3. Hoffman; a brand of Pentair Equipment Protection.
4. Hubbell Incorporated.
5. Kraloy.
6. O-Z/Gedney; a brand of Emerson Industrial Automation.
7. RACO; Hubbell.
8. Thomas & Betts Corporation; A Member of the ABB Group.
9. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, deep-type, ferrous alloy, Type FD, with gasketed cover, threaded hubs.

E. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

F. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

G. Sheet Metal Pull and Junction Boxes: NEMA OS 1, galvanized steel.

H. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover and stainless-steel cover screws.

1. Flanged Type boxes shall be used where installed flush in wall.

I. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- J. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- K. Gangable boxes are prohibited.
- L. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 12 with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
- M. Cabinets:
 - 1. NEMA 250, Type 12 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
 - 2. Hinged door in front cover with flush latch and concealed hinge.
 - 3. Key latch to match panelboards.
 - 4. Metal barriers to separate wiring of different systems and voltage.
 - 5. Accessory feet where required for freestanding equipment.
- N. Accessories
 - 1. Fire rated Moldable pads: UL #9700, moldable sheet putty at required thickness on all five sides of back boxes. Acceptable manufacturers: Kinetics Noise Control, IsoBacker Pad, SSP Putty and Pads or equal.
 - 2. Sound Barrier Insulation Pads: Mastic, non-hardening, sheet material, and minimum 1/8" thickness applied to all five sides of the back boxes. Acceptable manufacturers: Kinetics Noise Control, SealTight Backer Pad and L.H. Dottie Co., #68 or equal.

PART 3 - EXECUTION

3.1 RACEWAY SIZING

- A. Size conduit as shown on the drawings and specifications. Where not indicated in the contract documents, conduit size shall be according to NEC. (Latest Edition). Conduit and conductor sizing shall be coordinated to limit conductor fill to less than 40%, maintain conductor ampere capacity as required by the National Electrical Code (to include enlarged conductor's due to temperature and quantity derating values) and to prevent excessive voltage drop and pulling tension due to long conduit/conductor lengths.
- B. Minimum (Unless noted otherwise) Raceway Size 3/4-inch (21 mm)] trade size.
- C. Minimum Raceway Size Control Conduit: 3/4-inch, unless noted otherwise in documents.

D. Minimum Raceway Size; Below Grade 5'-0" or less from Building Foundation: 1 inch, unless noted otherwise in documents.

E. Minimum Raceway Size; Below Grade more than 5'-0" from Building Foundation: 3/4-inch, unless noted otherwise in documents.

F. Conduit sizes shall change only at the entrance or exit to a junction box, unless specifically noted on the drawings.

3.2 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: RMC.
2. Concealed Conduit, Aboveground: RMC.
3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFNC.
4. Boxes and Enclosures, Aboveground: NEMA 250, Type 4.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. In slabs above grade: RMC.
4. In or under slabs on grade: RMC.
5. Concealed in Ceilings and Interior Walls and Partitions: EMT.
6. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
7. Flexible Metal Conduit (FMC) 3/4 inch, unless otherwise noted. Lighting branch circuit wiring to an individual luminaire. Flexible metal conduit may be a manufactured, UL listed 3/8-inch flexible metal conduit and fittings with #14 AWG THHN conductors and an insulated ground wire. Maximum length of 3/8 inch FMC shall be six (6) feet.
8. Damp or Wet Locations: RMC.
9. Damp or Wet Locations and subject to Physical Damage: RMC
10. Process Areas: Plastic Coated Rigid Steel Conduit.
11. Hazardous Locations: All raceways installed in hazardous locations shall be suitable for locations as defined in the NEC Article 500.
12. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

C. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. Aluminum Conduits: Use Stainless Steel fittings, unless otherwise indicated.
4. Rigid Nonmetallic Conduit: Use Stainless Steel fittings, unless otherwise indicated.
5. Stainless Steel Conduit: Use Stainless Steel fittings, unless otherwise indicated. Flexible conduit connections from stainless steel boxes shall utilize Ocal-Blue PVC coated connectors with sealing O-rings.
6. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
7. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.3 BOXES AND ENCLOSURES APPLICATIONS

A. Boxes and Enclosures:

1. NEMA 250, Type 1, except use NEMA 250, Type 4X stainless steel damp or wet locations.
2. Dirty locations: NEMA 250, Type 12, powder coated steel.
3. Process Areas: NEMA 250 Type 4X, Stainless Steel.
4. Hazardous Locations: All boxes and enclosures installed in hazardous locations shall be suitable for locations as defined by NEC Article 500.

3.4 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. In general, conduits shall be installed concealed in walls, in finished spaces and where possible or practical, or as noted otherwise. In unfinished spaces, mechanical and utility areas, conduit may run either concealed or exposed as conditions dictate and as practical unless noted otherwise on drawings. Installation shall maintain headroom in exposed vicinities of pedestrian or vehicular traffic.

C. Route conduit through roof openings provided for piping and ductwork where possible. If not provided or routing through provided openings is not possible, rough through jack with pitch pocket. Coordinate roof penetrations with others.

- D. Conduit runs shall be routed as shown on the large-scale drawings. Conduit routing on drawings scaled $\frac{1}{4}" = 1'-0"$ or less shall be considered diagrammatic, unless noted otherwise. The correct routing, when shown diagrammatically shall be chosen by the Contractor based on information provided in the contract documents, in accordance with manufacturer's written instructions, applicable coded, NECA 1 and NECA 101 and coordinated with other contractors.
- E. Do not fasten conduits onto the bottom side of a metal deck roof.
- F. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- G. Complete raceway installation before starting conductor installation.
- H. Install temporary closures to prevent foreign matter from entering raceways.
- I. Unused openings in boxes and fittings shall be plugged with suitable devices rated for the proper environment.
- J. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- K. Arrange stub-ups so curved portions of bends are not visible above finished slab. Where rigid non-metallic conduit (RNC) conduit is used below grade, in slab, below slab, etc., a transition to rigid galvanized steel or PVC-coated steel conduit shall be installed before conduit exits the earth. The metallic conduit shall extend a minimum of 6" into the surface concealing the non-metallic conduit.
- L. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction and within 12 inches of enclosures to which attached to.
- M. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- N. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
 - 1. Run parallel or banked raceways together on common supports.
 - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- O. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.

- P. Conduit shall not be routed under floor slab unless specifically noted on drawings.
- Q. Raceways Embedded in Slabs:
 - 1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
 - 2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
 - 3. Arrange raceways to keep a minimum of 1 inch (25 mm) of concrete cover in all directions.
 - 4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
 - 5. Change from ENT to RMC before rising above floor.
- R. Contractor shall be responsible for all openings required in masonry or exterior walls under this division. A qualified mason at the expense of this contractor shall repair all openings to match existing conditions.
- S. Stainless Steel Conduit:
 - 1. Stainless steel conduit sections shall be purge welded, polished, and de-burred.
 - 2. Transitions from stainless steel conduits to other conduit systems shall occur at NEMA 4X stainless steel boxes. Stainless steel conduit shall be purge welded to stainless steel boxes and weld polished and de-burred. Weld at exterior connection and soliflex inside.

3.5 CONDUIT TERMINATIONS

- A. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- B. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- C. Join raceways with fittings designed and approved for that purpose and make joints tight.
- D. When raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
- E. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.

- F. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- G. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- H. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- I. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- J. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- L. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- M. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where an underground service raceway enters a building or structure.
 3. Conduit extending from interior to exterior of building.
 4. Conduit extending into pressurized duct and equipment.
 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 6. Where otherwise required by NFPA 70.
- N. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- O. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150

mm) above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.

3.6 BOX INSTALLATION

A. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

B. Electrical box locations shown on drawings are approximate unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.

C. It shall be the Contractor's responsibility to study drawings pertaining to other trades, to discuss location of outlets with workmen installing other piping and equipment and to fit all electrical outlets to job conditions.

D. The proper location of each outlet is considered a part of this contract and no additional compensation will be paid to the Contractor for moving outlets which were improperly located.

E. Locate boxes so that cover or plate will not span different building finishes.

F. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

G. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

H. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

SECTION 26 28 16

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Fusible switches.
 - 2. Non-fusible switches.
 - 3. Enclosures.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
 - 1. Enclosure types and details.
 - 2. Current, horsepower, and voltage ratings.
 - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
 - 4. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.
 - 2. Fuse Pullers: Two for each size and type.

1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NFPA 70.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F (minus 30 deg C) and not exceeding 104 deg F (40 deg C).
 - 2. Altitude: Not exceeding 6600 feet (2010 m).

PART 2 - PRODUCTS

2.1 FUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, above 240-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, with clips or bolt pads to accommodate indicated fuses, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. HD Switches:
 - 1. UL Listed Short Circuit Rating: 200,000 symmetrical amperes when Class R or Class J fuses are used on switch sizes 30 to 600 amperes. The UL listed short circuit rating shall be 200,000 symmetrical amperes when Class L fuses are used on switch sizes 800 to 1200 amperes.
 - 2. Switch Blades: Visible when the switch is OFF and the cover is open.
 - 3. Lugs: Front removable and UL listed for 167 deg F (75 deg C) conductors aluminum or copper conductors.
 - 4. Fuse Pullers: 30 through 100 ampere switches shall be equipped with factory installed fuse pullers.
 - 5. Arc Suppressors: Removable arc suppressors to facilitate easy access to line side lugs.
 - 6. Electrical Interlock: Provisions for a field installable electrical interlock.
 - 7. Switch Operating Mechanism: Quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.
 - 8. Handle Position: At least 90° between OFF and ON positions to clearly distinguish and indicate handle position, "ON" and "OFF" positions shall be labeled.
- D. Accessories:
 - 1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.

3. Class R Fuse Kit: Provides rejection of other fuse types when Class R fuses are specified.
4. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.2 NONFUSIBLE SWITCHES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include Square D; a brand of Schneider Electric.
- B. Type HD, Heavy Duty, Single Throw, above 240-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.
- C. HD Switches:
 1. UL Listed Short Circuit Rating: 200,000 symmetrical amperes when Class R or Class J fuses are used on switch sizes 30 to 600 amperes. The UL listed short circuit rating shall be 200,000 symmetrical amperes when Class L fuses are used on switch sizes 800 to 1200 amperes.
 2. Switch Blades: Visible when the switch is OFF and the cover is open.
 3. Lugs: Front removable and UL listed for 167 deg F (75 deg C) conductors aluminum or copper conductors.
 4. Fuse Pullers: 30 through 100 ampere switches shall be equipped with factory installed fuse pullers. Arc Suppressors: Removable arc suppressors to facilitate easy access to line side lugs.
 5. Electrical Interlock: Provisions for a field installable electrical interlock.
 6. Switch Operating Mechanism: Quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.
 7. Handle Position: At least 90° between OFF and ON positions to clearly distinguish and indicate handle position, "ON" and "OFF" positions shall be labeled.
- D. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
2. Neutral Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
3. Isolated Ground Kit: Internally mounted; insulated, capable of being grounded and bonded; labeled for copper and aluminum neutral conductors.
4. Auxiliary Contact Kit: One NO/NC (Form "C") auxiliary contact(s), arranged to activate before switch blades open.
5. Hookstick Handle: Allows use of a hookstick to operate the handle.
6. Lugs: Mechanical type, suitable for number, size, and conductor material.

2.3 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: NEMA AB 1, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location. Provide the following minimum requirements, unless noted otherwise on the drawings.
 1. Indoor, Dry and Clean Locations: NEMA 250, Type 12.
 2. Outdoor Locations: NEMA 250, Type 4X stainless steel.
 3. Other Wet or Damp, Indoor Locations: NEMA 250, Type 4X.
 4. Indoor Locations Subject to Dust, Falling Dirt, and Dripping Noncorrosive Liquids: NEMA 250, Type 12.
 5. Hazardous Areas Indicated on Drawings: NEMA 250, as required by NEC Article 500.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install individual wall-mounted switches and circuit breakers with tops at uniform height unless otherwise indicated.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.
- C. Install fuses in fusible devices.
- D. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Comply with requirements below.
 - 1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
 - 2. Label each enclosure with engraved metal or laminated-plastic nameplate.
- B. Provide and install on the inside door of all fusible disconnect switches a typewritten copy with a transparent protective cover with the following information.
 - 1. Fuse Amperage
 - 2. Fuse Type
 - 3. Fuse Class
 - 4. Fuse Voltage Rating
 - 5. Fuse Manufacturer
 - 6. Unit or Circuit Protected by Fuse

3.4 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports, including a certified report that identifies enclosed switches and circuit breakers and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.5 ADJUSTING

- A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION

SECTION 31 22 00
GRADING

PART 1 - GENERAL

1.01 Work Includes

- A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

- A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.
- B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.
- C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six inches below such subgrade or finished grade elevation.
- D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard Specifications" for the Florida State Department of Transportation.

2.02 Embankment

- A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.
- B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

- C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three wheel power roller weighing not less than 10 tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six inches in depth and thoroughly compacted by mechanical tampers.
- D. Where rock only is available, it shall be placed in loose layers not exceeding two feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.
- E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.
- F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.
- G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:
1. Stripping, storing and replacing topsoil.
 2. Excavation and backfill for pipe trenches.
 3. Excavation and embankment for road, grading and drainage of the site.
 4. Excavation and backfill for buildings and structures.
 5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation be employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.

- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.
- C. The term "subgrade" as used herein shall have the meaning given below:
 - 1. The bed of a trench prepared as specified to receive pipes or other conduits.
 - 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests.
 - 3. The surface of excavation or embankment areas prepared to receive topsoil.
 - 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches. On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be affected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first 100 feet of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon

as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within 18 inches of any natural ground surfaces or within 12 inches of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe

without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner and shall not be entitled to additional compensation for such corrective work.

PART 3 - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the Contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.
 3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least 12 inches above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches nor more than 16 inches wider nor more than eight inches in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point 12 inches above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches. If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.
- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches below the outside bottom of the pipe at the barrel. When

the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand, bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower 90 degrees of the circumference of the pipe, i.e., so that one-fourth of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support 90 degrees of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.
- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.

- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.
- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed 300 feet and 100 feet, respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet in advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet of the end of the open trench.
- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.

- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet in width, shall be preserved free from all obstruction.
- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the Engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.
- D. The material for embankment shall be deposited in layers of not more than nine inches in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and

grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:
 - 1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances.
 - 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
 - 1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet above the top of pipe or conduit, shall be refilled with clean earth deposited in four-inch layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
 - 2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 - 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.
- E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
- F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six inches in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.
- G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
- H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
- I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.
- J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.
- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.

- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as not to detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

A. Excavation.

- 1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
- 2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
- 3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.

B. Drainage.

- 1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.

C. Backfill.

- 1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.
- 2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.
- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.
- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their

construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.

- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.
- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities forty-eight (48) hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.
- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.
- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.
- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.
- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 31 23 33

TRENCHING, BACKFILLING, AND COMPACTING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling, and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor, and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material, which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

- A. General:
 - 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the Engineer. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the Engineer. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends, or cuts to branches over a half inch (1/2") diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Rock:
 - 1. Where encountered in the trench bed, rock shall be excavated to a depth of one-quarter (1/4) of the pipe diameter below the bottom of the pipe but in no case

less than four inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the Engineer shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the Engineer in writing.
 - a. Suitable earth or sand compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials stabilized after removal and then replaced and compacted in the trench at no additional cost to the Owner.
2. The Engineer shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The Engineer reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than two feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the Contractor's responsibility to provide, at no additional cost to the Owner, such additional bedding or select backfill materials as the Engineer may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipelines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient

depth to permit access to the joint for construction and inspections. In no case, will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the Contractor will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel, or other material satisfactory to the Engineer shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the Owner.

E. Structural (For inlets, manholes, and similar structures):

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12 inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the Contractor.
2. After excavation for a structure is completed, the Contractor shall notify the Engineer to that effect. No concrete or reinforcing steel shall be placed until the Engineer has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The Contractor shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures, and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the Contractor during backfilling operations as directed by the Engineer. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

- A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the Engineer in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The Contractor will not be allowed to discharge water into the Owner's storm drainage system without the written approval of the Engineer. Approval will be subject to the condition that the storm sewer be returned to its original condition.
- B. The Contractor is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The Contractor shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

- A. Trenches:
 - 1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock, or other material approved by the Engineer shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least one foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of six inches.
 - 2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12 inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of six inches. Compaction shall be carried out to achieve a density of at least 98 percent (98%) of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to one foot over the pipe, as specified, provided the method is first approved by the Engineer and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300 feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the Contractor to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber, or other debris. Backfill shall be placed in horizontal layers not in excess of nine inches in thickness, and have moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- A. Roadways, including shoulders, alleys, and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the Engineer. The cost of doing this work shall be included in the cost of the various applicable items.
- B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98 percent (98%) of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

- A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks, and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

- A. Such portions of the excavated materials as needed and as suitable shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the Contractor. The Contractor shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the Owner.

3.08 TESTS

- A. The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer. The Contractor shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 32 10 00
BASES, BALLASTS AND PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work covered and described in this section includes the furnishing and construction of paved surfaces, including roadways, driveways, bicycle paths, shoulders, and other paved surfaces, or paving work as shown or indicated on the drawings, specified herein, and as listed in this contract.
- B. All work shall conform to the applicable Technical Specifications of Florida Department of Transportation "Standard Specifications for Road Bridge Construction" latest Edition (Divisions II and III) and Design Standards", latest Edition, including any amendments thereto. The Contractor shall acquire his own copies of the Department of Transportation Standards. In the event of conflict between the Department of Transportation Standards and the specifications listed in these documents, the Owner/Engineer shall determine which shall govern. Reference to the Department of Transportation Standards, to the Department or its representatives shall be interpreted for this contract to be the Owner/Engineer or their authorized representative.

PART 2 - MATERIALS

2.01 SUBBASE

- A. The materials used should be high bearing value soil, sand-clay, ground limestone, crushed lime rock, coquina, or any other material suitable for stabilization. Muck shall not be used.

2.02 BASE COURSE

- A. The base course material used shall be that specified in the plan sheets or contract documents. If no base material is specified, limerock shall be used, unless otherwise indicated. All base material shall be approved by the Owner/Engineer and supplied by the Contractor.
- B. The lime rock base material shall have a minimum of seventy percent (70%) carbonates, calcium and magnesium and no more than three percent (3%) water sensitive clay. The liquid limit shall not exceed 35 and the plastic index shall not exceed 10. The average LBR value of the material shall be no less than 100, nor be large amounts of extremely hard pieces of clay pockets.

- C. Soil-cement base shall be composed of a combination of soil and Portland cement uniformly mixed, moistened, compacted, finished, and cured. The soil shall be either existing in-place material or that brought from borrow locations. All soil must meet the requirements set forth in FDOT Standards and Specifications for Road and Bridge Construction Latest Edition, The cement used shall be Portland cement Type I or I-P and water shall be free from any substances deleterious to hardening of the soils-cement mixture.
 - 1. The soil-cement mixture shall be proportioned in accordance with a design mix prepared by a testing laboratory and approved by the Owner/Engineer. The design mix shall be submitted for approval at least thirty (30) calendar days prior to beginning of soil-cement construction. The cement content shall be expressed in percentage of dry weight of the soil. Rate of application shall be based on the maximum density of the soil, determined in accordance with AASHTO T 99 and a thickness one inch greater than the base course thickness shown on the plans.
- D. Asphalt base courses shall have a bituminous material content of asphalt cement, viscosity Grade AC-20 or AC-30, meeting the requirements of FDOT Standards and Specifications for Road and Bridge Construction, Latest Edition. The bituminous mixture shall be composed of a combination of aggregate, bituminous material. The job mix formula, as established by the Contractor, must be approved by the Owner/Engineer. The asphalt base mix shall be within the design ranges specified for mix Type ABC-3 or S-II, (Use of any other mix is subject to the approval of the Owner/Engineer.). The constituents of the mixture shall be combined to produce a mixture having Marshal properties within the limits of Appropriate Table of the FDOT Standards and Specifications for Road and Bridge Construction, latest Edition.
- E. Coquina shell used in the base course shall have an organic material of not greater than 0.5% or contain significant quantities of sand or other impurities which would prevent bonding. At least ninety-seven percent (97%) of the coquina used shall pass through a three and one-half inch ring.
- F. Recycled concrete aggregate used in the base course shall conform to Appropriate Section, graded aggregate base, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.03 PRIME AND TACK COATS

- A. Bituminous prime coats shall be applied to previously prepared bases. Bituminous tack coats shall be placed on existing paved surfaces and between successive lifts of asphalt material.

- B. The prime coat shall be Cut-back asphalt Grade RC-70 or RC-250; Emulsified Asphalt Grades SS-I, CSS-I, SS-1H or CSS-1H diluted in equal proportion with water or other types and grades of bituminous material specified or approved by the Owner/Engineer.
- C. The tack coat shall be RA-500 heated to a temperature of 250°F to 300°F. For undiluted Emulsified Asphalt, Grades RS-1 or RS-2 heated to a temperature of 140°F to 180°F.
- D. A cover material must be placed on the prime coat to ensure that the prime coat remains intact until the surface course is placed.

2.04 ASPHALT WEARING SURFACE

- A. The bituminous wearing surface applied shall be that specified in the plan sheets or contract documents. If no asphalt mix is specified, Type SP-9.5 Super Pave asphaltic concrete shall be used as the paving material, unless otherwise indicated.
- B. The asphaltic mixture shall be transported to the site at a temperature of 300°F to 350°F. Mixtures that have cooled below 270°F will be rejected. The mix temperature will be taken on the first five loads each day and on an average of once every five (5) loads thereafter.
- C. The Contractor is entirely responsible for producing a homogenous mixture, free from moisture and with no segregated materials, and meeting all requirements of the specifications for the mixture. Prior to the production of any asphalt paving mixture, the Contractor shall submit, in writing, a proposed job mix formula, at least two (2) weeks prior to the beginning of any paving activities. All requests for design mix adjustments, redesigns and new design mixes will be submitted, in writing, to the Owner/Engineer.

PART 3 - EXECUTION

3.01 SUBBASE

- A. Prior to installation of base material, the area shall be graded to within 0.2 feet, and soft, spongy or mucky material removed. Sufficient stabilizing material shall be cut in to achieve a Florida Bearing Value (FBV) in excess of 75 psi or lime rock bearing ratio (LBR) greater than 40 pounds at a minimum density of ninety-eight percent (98%) of a maximum density as defined and measured in AASHTO T 180 (Modified Proctor), to a six-inch minimum depth.
- B. Density test for subbase materials shall be taken at 300-foot intervals and around structures as required. If compaction procedures allow testing requirements may be reduced at the Owner/Engineer's discretion.

3.02 BASE COURSE

- A. The base course shall be constructed on the prepared subgrade, in accordance with the specifications and plan sheets. All base material shall be placed in accordance with the lines, grades, notes, and typical cross sections shown on the plans. Any deviation from the plan sheets is subject to the approval of the Owner/Engineer. Any deviations not approved by the Owner/Engineer shall be repaired to the satisfaction of the Owner/Engineer at no expense to the Owner.
- B. Lime Rock Base
1. Lime rock base shall be spread by mechanical spreaders, equipped to produce an even distribution with a uniform thickness. When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two (2) courses. The thickness of the first course shall be one-half the total thickness of the finished base. After spreading is completed, the entire surface shall be scarified and shaped so as to produce the required grade and cross section after compaction. If two (2) courses are required, each lift shall be prepared as previously described. Prior to spreading of the upper course, density tests will have been taken for the lower and determined to be satisfactory.
 2. All materials shall be compacted to a density of not less than ninety-eight percent (98%) of maximum density as determined by AASHTO T 180. Density tests shall be taken in at least three locations on each day's final compaction of each course. Density determinations shall be made at more frequent intervals, at no extra cost, if deemed necessary by the Owner/Engineer.
 3. The finished surface of the base course shall be checked with a template cut to the required crown and a 15-foot straight edge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer.
 4. The base material shall extend at least 12 inches outside the edge of the finished paved surface, unless otherwise indicated. Thickness of the base shall be measured at 200-foot intervals at various points in the cross section. Where the compacted thickness is deficient by 1/2 inch or more, the Contractor shall correct the deficiency by scarifying and adding rock for a distance of 100 feet in each direction from the edge of the deficient area. The required thickness, compaction and cross section will then be achieved.

5. Prime coat shall be applied only when the base meets the specified density and the moisture content in the top half of the base does not exceed ninety percent (90%) of the optimum moisture of the base material.

C. Soil Cement Base

1. Soil-cement mixing shall be either mixed-in-place or a central plant mix.
2. If mixed-in-place, the entire width of the base shall be processed in a single operation, where possible. The specified quantity of cement shall be applied at the required rate by means of an approved method. Mixing will begin within sixty (60) minutes after the cement has been applied. Processing may be to full depth in one (1) course, provided that the satisfactory distribution of cement, water, soil and the specified density can be obtained. If not, construction shall be in courses of such thickness to obtain satisfactory results. Adequate bonding between courses must be achieved. After mixing soil and cement, additional water shall be added, if necessary. After all mixing water has been applied, mixing shall continue until a uniform mixture has been obtained. Excessive concentrations of water shall be avoided.
3. Central plant mixtures shall have been mixed for at least thirty (30) seconds. The mixture shall be placed on the moistened subgrade in a uniform layer by an approved spreader. The layer of soil-cement shall be of uniform thickness and surface contour. The completed base will conform to the required grade and cross section.
4. Compaction of the soil-cement mixture shall begin immediately after mixing is complete. The optimum moisture content and maximum density shall be determined in the field by the methods described in AASHTO T 143. The base shall be compacted to not less than ninety-five percent (95%) of the maximum density. The soil-cement mix design shall be 350 psi at 28 days, unless otherwise indicated, and moisture content and density tests shall be taken every 300 lineal feet to a minimum depth of six inches.
5. After compaction, the surface shall be shaped to the required lines, grades and cross section. The moisture content of the surface material shall not be more than two percent (2%) less than the specified optimum moisture content during finishing operations. The finished surface shall be smooth, dense, and free of compaction planes, cracks, ridges and loose material.
6. Construction joints shall be formed by cutting back in the completed work to form a true vertical face. The vertical face shall be a straight transverse line perpendicular to the centerline of the roadway.

7. The finished surface of the base shall be tested with a template and a 15-foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer.
8. The finished surface shall be kept continuously moist until the surface is treated with either cut-back asphalt, Grade RC-70 applied at .15 to .20 gallons per square yard; or a mixture of emulsified asphalt and water applied at a rate of .20 of .25 gallons per square yard. If the Owner/Engineer deems it necessary, the surface shall be sanded using 10 pounds of clean sand per yard.

D. Asphalt Base Course

1. Asphalt base courses shall be applied in accordance with FDOT Standards and Specifications for Road and Bridge Construction, Appropriate Section. The job mix formula approved for the project shall be used. Any deviation from the approved mix must be submitted to the Owner/Engineer and approved before being implemented.
2. The base course material shall be placed with an approved paving machine. A motor grader may be required if a leveling course is needed. The base mix may be placed when the air temperature is at least 40°F and rising, provided that the sub-grade is not frozen or affected by frost.
3. A paver, equipped with automatic screed control, shall be used for all machine-laid courses. The automatic joint matcher shall be used on the top course of the base after the first pass with a paving machine. All mixtures shall be laid by the string line method, with the exception of areas adjacent to curb and gutter or other true edges. The temperature of the mix shall be between 300°F and 350°F. Any mixture caught by rain in transit may be laid at the Contractor's own risk; if removal and replacement is required, it shall be at the expense of the Contractor. In no case shall the mixture be spread when rain is falling or when there is water on the surface to be covered. The layer thickness for asphalt concrete structure courses shall match those listed in the table below.

E. Recycled Concrete Base Course

1. Recycled concrete base course shall be transported, spread compacted and finished per Appropriate Section, of the latest revision of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2. The depth of all layers shall be checked every 50 feet. A tack coat, as specified, will be required on existing pavements to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

F. Compaction.

1. After the asphalt mixture has been spread to the proper lines, grades, and cross sections, compaction operations may begin. The Contractor shall establish rolling procedures and submit his sequence of compaction operations to the Owner/Engineer for approval. The equipment used may include, but is not committed to steel-wheeled rollers, pneumatic tired rollers, and vibratory rollers. Areas which are inaccessible to a roller shall be compacted by the use of hand tamps or other satisfactory means. An entire sequence of compaction operations shall be performed for each layer of applied material, density determinations shall also be made.
2. The in-place density of each course shall be determined through core samples and the nuclear backscatter method. A core sample of a representative paving section shall be taken for each day's production of paved surface; backscatters shall be taken every 30 feet at various locations in the cross section. Additional testing around manholes or other structures may be required.
3. Testing and density requirements shall not apply to the following construction activities: Asphalt patching courses, leveling and intermediate course less than one-inch thick, overbuild courses less than one-inch thick and open graded friction courses.

G. Shell Base Material

1. Shell base material shall be constructed on the prepared subgrade in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the plans. The shell base shall be spread uniformly and evenly; during spreading operations the shell shall be thoroughly saturated with water.
2. After spreading the shell shall be compacted, with water being added as required, until the required density is obtained. Compaction and density shall be as required for lime rock base, except that the testing methods shall be modified in the laboratory and in the field. At least three (3) density determinations shall be made on each day's final compaction operations.
3. Upon completion of initial compaction, the entire surface shall be scarified and shaped to exact crown and cross section. The base shall then be re-watered and compacted to the required density. The finished surface shall be tested with a

template and 15-foot straight edge. All irregularities greater than 1/4 inch shall be corrected to the satisfaction of the Owner/Engineer. The prime coat shall be applied after the base meets all density and finish requirements.

3.03 ASPHALT WEARING SURFACE

- A. The asphalt wearing surface shall be constructed on the prepared base in accordance with the plans and specifications and in conformity with the indicated lines, grades, and cross sections. If no asphalt mixture is indicated, the specified mixture shall be Type SP-9.5 Super Pave Asphaltic Concrete. A job mix formula shall be submitted to the Owner/Engineer for approval at least two (2) weeks prior to the application of paved surfaces.
- B. The mixture shall be spread only when the base is clean, dry, properly cured, and approved by the Owner/Engineer. The temperature shall be at least 40°F and rising. No paving operations will be permitted if it is raining or rain is imminent. The mix shall be between 270°F and 350°F.
- C. The asphalt mixture shall be spread with an approved paving machine to the required width and depth. All mixes, except those adjacent to curb and gutter, shall be laid according to the string line method. The depth of each layer shall be checked every 50 feet.
- D. The mixture shall be compacted to its final depth, no less than 1-1/4 inch and thicker if so indicated. Compaction and layering procedures specified for asphalt base courses shall apply to surface courses. All testing and density requirements will also apply.
- E. When laying operations are interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of material. Longitudinal joints are to be sloped or rolled over and sealed. When the adjacent strip is constructed, the edge shall be trimmed back to expose the unsealed face. All longitudinal construction joints shall be offset 6 inches to 12 inches laterally between layers.
- F. When fresh mixture is laid against transverse or longitudinal joints, it shall be placed in contact to produce an even, well compacted joint after rolling.
- G. The finished surface shall be tested with a template and 15-foot rolling straight edge. Any irregularities shall be repaired to the satisfaction of the Owner/Engineer. The surface shall be of uniform texture and compaction. No sand spots, ripples, or loosened portions shall be evident. No traffic shall be allowed onto the finished surface until it is deemed acceptable by the Owner/Engineer.

3.04 CURING COAT

- A. During the period when finishing and surface corrosion of the soil-cement base are being accomplished, the surface of the base shall be kept continuously moist by sprinkling as necessary. As soon as deemed practicable, the curing seal shall be applied to the soil-cement base. The curing seal shall consist of Emulsified Asphalt Grade SS-I or SS-1H, diluted in equal proportion with water, and be applied at the rate of 0.15 to 0.30 gallons per square yard.
- B. The actual rate of application shall be as directed and shall provide complete coverage without excessive runoff. At the time the bituminous material is applied, the soil-cement surface shall be dense and free of all loose and extraneous material and shall contain sufficient moisture to prevent excessive penetration to the bituminous materials.
- C. Should it be necessary to allow construction equipment or other traffic to use the completed base before the bituminous material has cured sufficiently to prevent pickup or displacement; the bituminous material shall be sanded, using approximately 10 pounds of clean sand per yard.

END OF SECTION

SECTION 32 92 00
TURF AND GRASSES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

- A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

- A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass. Bermuda shall be used in FDOT right of ways.
- B. The sod shall be taken up in commercial-size rectangles or rolls.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured, at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Engineer before placing.
- D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 WATER

- A. The water used in the grassing operations may be obtained from the reclaimed water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.04 EQUIPMENT

- A. Fertilizer Spreader
 - 1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.
- B. Seed Spreader.
 - 1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.
- C. Equipment for Cutting Mulch into Soil.
 - 1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.
 - 2. Harrows will not be allowed.
- D. Rollers
 - 1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.
- E. Water-Metering Devices
 - 1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART 3 - EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

- A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

- A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.
- B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

- A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

- A. The soil shall be maintained in a moist condition for a period of at least two (2) weeks after the planting.

3.05 APPLYING AND MIXING FERTILIZER

A. Rate of Application

1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.
2. The rate of application for dry fertilizer shall be 800 to 1,000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.
3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. Application

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas

where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.
3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven (7) days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.
2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two (2) days after being cut, and not artificial watering shall be done before the mulch is applied.
2. It shall be spread in a layer of approximately two inches loose thickness and cut into the soil with the equipment specified.
3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

- #### A.
- Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.

2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.
3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.
4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two (2) trips over the entire area will be required.

3.08 SODDING

- A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

- A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

SECTION 33 00 00
UTILITIES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall furnish and install complete and ready for use, all the equipment, machinery, apparatus, motors, drives, tools, meters, charts and other accessories, and shall perform such operations and tests, all as specified herein, and as indicated on the drawings.
- B. The materials of construction of all equipment furnished and permanently installed on the project shall be of best quality. The workmanship of construction, finish and fit shall be equal to the highest industry standards. All equipment and/or components thereof shall be new and shall not have been in service at any other installation.
- C. The desired standard of quality for each item of equipment is established by reference on the drawings and in the specifications to specific manufacturer's products. Materials of construction and/or fabrication shall equal or exceed the standard of the referenced product. The Contractor's attention is called to Article 1.06.

1.02 EQUIPMENT WARRANTY

- A. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by the Contractor shall be guaranteed against manufacturing and/or design inadequacies, materials and workmanship not in conformity with the paragraph above, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of two years or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by the Owner. Each piece of equipment, device or components thereof which shall fail within the above specified term of the guarantee shall be replaced and installed with reasonable promptness by the Contractor without cost to the Owner.
- B. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

- C. On all equipment ample mean of lubrication shall be provided for all bearings and other metal parts in sliding contact.
- D. The minimum design criteria for lubrication of moving parts of the equipment shall include one (1) week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment. Alemite industrial-type fittings, or equal, shall be used for grease lubrication except as noted.

1.03 SPECIAL TOOLS

- A. Special tools, wrenches and thickness or depth gauges required for removing parts and for making adjustment shall be included with each item of equipment having wearing parts and requiring repairs or adjustments. All accessories such as indicating gauges, indicators and lubrication devices necessary for the proper maintenance and operation of the equipment shall be furnished and stored safely at the site of the work and delivered to the Owner after the equipment is accepted.

1.04 SAFETY REQUIREMENTS

- A. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental regulatory agencies.

1.05 NAMEPLATES

- A. Each major component of equipment shall have the manufacturer's name, catalog and/or model number, and serial number on a corrosion-resistant plate securely attached to the item of equipment.

1.06 INITIAL OPERATION AND TESTS

- A. Upon completion of all the mechanical work, in a manner satisfactory to the Engineer, the Contractor shall designate a day for initial testing of the equipment. Prior to such completion date, the Contractor shall give the Owner seven (7) days notice thereof in writing, and the Owner will then appoint the personnel which will operate the plant equipment, and on the test day designated, the Contractor shall make the initial test to determine the performance using the personnel designated by the Owner and such personnel of his own as is specified or as he deems necessary to complete the tests.

- B. The initial tests shall be limited to a period of twenty-four (24) hour's duration and during this time the mechanical performance of all equipment shall be tested and demonstrated by the Contractor. If the demonstration and tests indicate satisfactory mechanical performance in the operation of the equipment, the Contractor will then be given a three (3) day notice by the Engineer to make a final guarantee test of the plant equipment under normal operation. During the initial tests and the three (3) day period between the initial tests and the final tests, the Contractor's personnel shall supervise the operation of the plant equipment, assist and train the Owner's operating personnel in their duties. Experts on equipment installation and operation, as specified or necessary as well as complete, written, detailed erection, operation and maintenance instructions, shall be furnished by the Contractor to insure proper training and instruction of the Owner's personnel. A minimum of six (6) complete sets of operation and maintenance instructions shall be provided.
- C. The final guarantee tests shall be for a period of twenty-four (24) hours duration, except as otherwise provided, and shall be made at the conclusion of the three (3) day period of operation and training. These tests shall be made under normal operating conditions under the supervision of the Contractor's personnel. This test is for the purpose of demonstrating that all performance and efficiency guarantees of the equipment and other requirements in compliance with these specifications have been met, that the operation of all equipment is coordinated and that all controls operate satisfactorily in coordination with the equipment installed.
- D. In the event the initial or final guarantee testing and demonstration of equipment and controls does not meet the guarantee conditions or is not demonstrated to the satisfaction of the Engineer, the Contractor shall, at his own expense, make such changes and adjustments in the equipment which he deems necessary and shall conduct further tests until full satisfaction is indicated by the Engineer and written certification is received thereof.

1.07 SHOP PAINT

- A. All ferrous metal on plant equipment, unless otherwise specified or directed by the Engineer, shall receive shop paint compatible with field costs provided by the Contractor, in accordance with the requirements of the section of the specifications entitled, "Painting and Special Coatings in Part A of Technical Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 EQUIPMENT

- A. Equipment Requiring Variations from Structures Shown on the Plans.

- B. It is the intent that the Contractor shall furnish equipment which may be installed and shall operate properly in the structure as shown. Should the Contractor select alternate equipment resulting in an alteration to, addition to, enlargement of, or any other changes from the lines, dimensions and grades shown on the drawings, the Contractor shall make such changes or alterations as are required and no additional payment will be made by the Owner for changes in structures occasioned by the selection of alternate equipment. All such variations shall be subject to review and acceptance by the Engineer.
- C. Equipment requiring supplemental services in addition to those shown or specified in order to fulfill the operating objectives and including additional mechanisms, operating steps and/or controls as compared with specified equipment will not be acceptable.

END OF SECTION

SECTION 33 01 00
OPERATION AND MAINTENANCE OF UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 31 23 00: Excavation and Fill

1.02 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 30 inches of cover or as detailed on the drawings.
2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed eighty percent (80%) of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.
2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.
3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.03 SUBMITTALS

A. Shop Drawings:

1. In general electronic copies of the following, but not limited to, shop drawings shall be submitted to the Engineer for approval prior to construction. Shop drawings to be numbered sequentially. Cover transmittal sheets to include project name, shop drawing number, shop drawing description and specification section(s).
 - a. Mill test certificates or certified test reports on pipe and fittings.
 - b. Details of restrained and flexible joints.
 - c. Valve vaults.
 - d. Valve boxes.
 - e. All gate, plug, ball, solenoid, check valves, and automatic air release valves.
 - f. Couplings.
 - g. Service saddles, curb, & corp stops.
 - h. Flexible expansion joints.
 - i. Pressure gauges.
 - j. Identification tape.
 - k. Joint lubricant.
 - l. Detailed piping layout drawings and pipe laying schedule.
 - m. Temporary plug and anchorage system for hydrostatic pressure test.
 - n. Tie rods.
 - o. Reduces pressure backflow preventers.
2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air

release valves. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.
2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.04 DELIVERY, STORAGE AND HANDLING

- A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.
- B. Particular care shall be taken not to damage the pipe coating.
- C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.05 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100 feet of trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.
2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or

other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe: Ductile iron pipe shall conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than 12-inch diameter shall be pressure Class 250, and all pipe 12-inch or less in diameter shall be pressure Class 350.

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Specified Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.
2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ANSI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.
3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.
4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform with ASTM D-1248-68 and be color coded to the service application.
5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.

- B. Fittings: Fittings for ductile iron pipe shall be either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. All Fittings shall have Protecto 401 liner as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.
- C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.
- D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of 1/8 inch. Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

The number and size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

- 1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.
- F. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.

1. **Manufactured Restrained Joints:** Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly. Deflection shall not exceed 80 percent (80%) of the manufacturer's recommendations.

Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

2. **Alternate Restrained Joints:**
 - a. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A536 and restraining devices shall be of heat treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ANSI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

The restraining wedges shall have twist off nuts to insure proper torquing. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of 2 to 1 and shall be MEGALUG^R as manufactured by EBBA Iron, Inc.. No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

- b. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the "Field Lok" gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices. Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe.
- B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than 4 inches nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.
- C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.
- D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads,

manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.

- E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.
- F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.
- G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi and with not less than a 4 to 1 sustained hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings with restrained joint ends for potable water or reclaimed water lines, and restrained PVC fittings for sanitary force mains.
- H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main white, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.
- I. Joints (4 Inches and Larger PVC Pipe):

1. Bell and Spigot:

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.

2. Restrained Joints:

Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

- a. PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUG[®] Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be

manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.

- b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUG[®] Series 2000 PV Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
- c. Thrust Blocking. Provided concrete reaction or thrust backing on all pressure pipe lines four inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs, caps, and at bends deflecting 222° or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table shown on construction plan details.
- d. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint.

2.03 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

- 1. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings 4 inches through 36 inches shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.
- 2. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree

contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The split restraint ring shall incorporate a series of machined serrations (not "as cast") on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ASNI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

- A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a waterstop located in the center of the wall. Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2 inches above the finished floor unless otherwise shown on the Drawings.
 - 1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3 inches. Escutcheons shall be 316 SS split-type.
- B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.
- C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than two inch thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to

which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.

- D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.05 PIPE COUPLINGS

A. Couplings:

1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.
2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.
3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.
4. Bolts shall be manufactured of high strength Type 316 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.
5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

- A. PVC Ball Valves: All PVC ball valves 2 inch through 4 inch in size shall be of a one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120° F. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.
- B. PVC Ball Check Valves: All PVC ball check valves 1 inch through 2-1/2 inch in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120° F. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07 GATE VALVES

- A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal.
- B. Ductile Iron Gate Valves:
 - 1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509, latest revisions.
 - 2. Gate valves with nominal sizes from 2 to 24 inches shall conform to ANSI/AWWA C509, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut, glands and bushings shall be manufactured of zinc free bronze. Valve disc shall be constructed to assure uniform seating pressure between disc seat ring and body seating surface. Resilient seat of valve shall be

formed by a special corrosion and chloramine resistant, synthetic elastomer which is permanently bonded to and completely encapsulates a ductile iron valve disc.

Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe or equal.

3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.
4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a 2 inch square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a handwheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a handwheel operator.
5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08 PINCH CHECK VALVES

- A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be one hundred percent (100%) of the mating pipe port area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body

shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.

- B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- C. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.09 PLUG VALVES

- A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.
- B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be

furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 316 stainless steel.

- C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.
- D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.
- E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- F. Mechanical Valve Actuators:
 - 1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt.

Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 316 stainless steel.

2. All plug valves 6 inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2 inch square operating nuts for buried valves, or handwheel, chainwheel or 2 inch square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for 2 inch square nut operators and to 300 foot pounds for handwheel or chainwheel operators.
3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2 inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

- A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction, and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.
- B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the

rubber seat, the valve body shall have a 18-8 Type 316 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.

- C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 316.
- D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.
- E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.
- F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.
- G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.
- H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2.07 B(2) and B(5).

2.11 SWING CHECK VALVES

- A. Swing check valves 2-inch through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1. When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.
- B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall be hydrostatically tested at the factory, at a test pressure of 300 psi.
- C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.

- D. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.
- E. All swing check valves shall be provided with a limit switch to indicate valve close position to pump starter, VFD, or control panel.

2.12 SERVICE SADDLES AND CORPORATION STOPS

- A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron, body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 316 stainless steel with premium grade Type 316 stainless steel bolts and Type 316 stainless steel washers and nuts. The nuts shall be Teflon coated. The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.
- B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.
- C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D-2737 and AWWA C-901. Tubing shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four (4) inch wide black .004 polyethylene film with minimum two percent (2%) carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.
- D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than 5 foot intervals: nominal size, material code designation,

dimension ratio and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.

- E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and unidirectional grip ring and shall be designed for "press-on" or "stab-on" installation, and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

- A. Solenoid valves shall be 2 way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for 3/4 inch and smaller and brass bodies for 1 inch and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for 3/4 inch and smaller and Series 8221G for one inch and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

- A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement. Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.
- B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints six inches and larger in size shall have a minimum of four limit restraint bolts. Restraint bolts and nuts shall be Type 316 stainless steel.
- C. Minimum performance for flexible expansion joints shall be as follows:

Size (in.)	Axial Compression (inches)	Axial Elongation (inches)	Lateral Deflection (inches)	Angular Deflection (degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

- D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250°F.

2.15 PRESSURE GAUGE ASSEMBLIES

- A. Pressure gauges shall have the following design features: glycerin filled, 2 inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, 2 inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.
- B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

- A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.
- B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than five inches. The valve boxes shall be manufactured of cast iron and shall be of the two piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.

- C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the cover and the top section shall be machined so that the cover will not rock after it has been seated.
- D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.
- E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than three feet below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

- A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

- A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.
- B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.
- C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

- A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, diaphragm shall be Buna N.
- B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt washwater. The maximum and minimum pressure variation range for the belt washwater shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.

- C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

- A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.
- B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a minimum diameter of 3/4 inch. The number of tie rods required per joint shall be as recommended by the manufacturer.
- C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.
- B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.
- C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to 2 psi. The relief valve shall remain open until a positive pressure differential of 2 psi is re-established. If pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of the second check valve will result in visible flow from the relief valve, even if the first check valve is totally disabled.
- D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches and smaller and all ductile iron bodies for sizes 3 inches and larger. Ductile iron

bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32°F to 140°F. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.

- E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves, For sizes 22 inches and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes 3 inches and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y handwheel operators. Gate valves shall be as specified and described hereinbefore.
- F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.
- G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.
- B. Tapping valves shall be as specified herein under Gate Valves.
- C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.

- D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

- A. For joining plain end or grooved end pipe to flanged pipes and fittings.
- B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.
- C. Exposed Sleeve Type:
 - 1. Constructed from steel.
 - 2. Coating: In accordance with manufacturer's recommendations.
 - 3. Bolts: Carbon steel.
 - 4. Acceptable Manufacturers:
 - a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches.
 - b. Or equal.

2.24 FIRE HYDRANTS

- A. Hydrants shall comply with AWWA Standard C402 "Fire Hydrants for Ordinary Water Works Service", and shall be equipped with a minimum of one (1) pump outlet nozzle 4 inches in diameter and two (2) hose nozzles 2 inches in diameter. Threads, nozzle caps, operating nuts and color shall conform to City standards. Units shall be traffic types with breakable safety clips, or flange, and stem, with safety coupling located below barrel break line to preclude valve opening. Hydrants shall be dry top. Outlet nozzles shall be on the same place, with minimum distance of 18 inches from center of nozzles to ground line. Valve shall be compressive type with 52 inches minimum opening and hose inlet connection to be 6 inches minimum. Hydrants shall open left by Mueller A-423 or Clow Medallion Hydrant (AWWA C-502). Hydrants must drain.

2.25 INSERT VALVE

- A. General

The Ductile Iron Insert Valve shall be a rated for 250 psig and shall be a Resilient Wedge
33 01 00-24

Gate Valve as specified in this section. The valve shall be able to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. After closing the wedge and adequately restraining the valve body the downstream pipe can be completely removed and replaced (allowing for upsizing of the pipe if necessary). The host pipe shall not be a permanent component of the Insert Valve. The Insert Valve shall be UL listed and approved to **NSF / ANSI Standard 61- Drinking Water System Components**. The insert valve must be installed by a qualified installer per the manufacturer's requirements.

- B. **Construction:** Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The 250 psig maximum working rating markings must be cast into the body of the valve. After the installation of the Insert valve body on to the existing pipe a pressure test of 1.1 times that of the contents shall sustained for 15 minutes. Once the pressure test is affectively achieved the Insert valve body must not be moved in accordance with AWWA Standards. If the Insert valve is moved the pressure test must be completed again. The Insert valve must not be moved or repositioned once the pressure test is achieved.
- C. **Resilient Wedge Gate Assembly:** The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. This will assure the ductile gate is fully coated with molded rubber – no exposed iron. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Abrasion results thus shorting the life and quality of the shut down if the wedge contacts the pipe. Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity. An oversized flow way shall be unobstructed to provide optimum flow. The valve shall be fully epoxy coated on the interior and the exterior a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The fusion-bonded coating shall be applied prior to assembly so that even the bolt holes and body-to-bonnet flange surfaces are fully epoxy coated.
- D. The valve shall have triple O-Ring stem seals, two O-Rings above, and one below the thrust collar. The lower two O-Rings provide a permanently sealed lubrication chamber that will make the valve easier to operate over a longer period of time. The upper O-Ring ensures that sand, dirt or grit cannot enter the valve to cause damage to the lower O-Rings. This is especially important for buried and sewage service applications. Side flange seals shall be of the O-Ring type of either round, oval, or rectangular cross-sectional shape.

- E. American Made Quality: All primary parts and components to be exclusively and completely assembled, manufactured, machined and coated in the USA. The purchaser shall, with reasonable notice, have the right to plant visitation at his/her expense. Bolting materials shall develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.
- F. Split Restraint Devices: Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 4-12 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Chemical and modularity tests shall be performed as recommended by the Ductile iron Society, on a per ladle basis. Three test bars shall be incrementally poured per production shift as per U.L. specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8. Gland body wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts. Set screw pressure point type hardware shall not be used. The Insert valve shall be as manufactured by **Team Industrial Services** 13131 Dairy Ashford Rd Sugar land, TX 77478 1-800-662-8326 281-331-6154, Team InsertValve Patent number 6,776,187 and 7,225,827 or approved equal.

PART 3 - EXECUTION

3.01 INSPECTION

- A. All pipe, fittings, valves and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered, the injured portion shall not be installed. Cracked pip shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Excavation, backfill, and compaction shall conform to the provisions of Section 31 23 00.
 - 1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.

- B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- C. Pipe, fittings, valves and accessories shall be installed as shown or indicated on the Drawings.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.
- E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed eighty percent (80%) of the maximum limits allowed by the pipe manufacturer.
- F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.
- G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and re-laid.
- H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.
- I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.
- J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary

hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.

- K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.
- L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.03 INSTALLATION OF DUCTILE IRON PIPE

A. Handling and Cutting Pipe:

- 1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.
- 2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

- 1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.
- 2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard

for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:

- a. Section 3.3 - Pipe Installation
- b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.
2. Push-on Joints: Push-on joints shall be made in strict accordance with the the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.
3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.
4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.
5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.
2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.
3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than ten percent (10%) of the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.

B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.

1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.

C. Laying PVC Pipe:

1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.

2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.
2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After the spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.
3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.
4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.

2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

- F. PVC forcemains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

- A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.
- B. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.06 CONCRETE PIPE ENCASEMENT

- A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:
 1. Indicated on the Drawings
 2. The Engineer shall order the pipeline encased.
- B. The points of beginning and ending of concrete pipe encasement shall be not more than six inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.
- C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.07 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

- A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.

- B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.
- C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.08 INSTALLATION OF VALVES

- A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.
- B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.
- C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.
- D. Install valves with the operating stem in either horizontal or vertical position.
- E. Allow sufficient clearance around the valve operator for proper operation.

- F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.
- G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.
 - 1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16 inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30 inch square by 6 inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.
 - 2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16 inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.
- H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.
- I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

- A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide of a minimum vertical

separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

- A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.
- B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.
- C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the Owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.
- D. Temporary blow offs may be required for the purpose of flushing mains. Temporary blow offs shall be installed as close as possible to the ends of the main being flushed. Blow offs installed on the main shall be the same diameter as the main. Temporary blow offs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blow offs shall be at an additional cost to the Owner.
- E. The Owner shall be notified at least three (3) working days prior to flushing mains.
- F. Blow offs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge.

3.11 INSTALLATION OF TIE RODS

- A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.
- B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two (2) coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.
- B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18 inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.
- C. Piping and fittings for units three inches and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.
- D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 33 01 12
INSPECTION AND TESTING OF WATER UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This section specifies the pneumatic, hydrostatic, and leakage testing of piping and acceptable piping materials for each application. The piping designations (mark) are also indicated.
- B. Related Work Described Elsewhere:
 - 1. Section 40 05 13: Common Work Results for Process Piping
- C. Testing Records:
 - 1. Provide a record of each piping installation during the testing. These records shall include:
 - a. Date of test.
 - b. Identification of pipeline tested or retested including designation.
 - c. Identification of pipeline material.
 - d. Identification of pipe specifications.
 - e. Test fluid.
 - f. Test pressure.
 - g. Remarks: Leaks identified (type and location), types of repairs, or corrections made.
 - h. Certification by Contractor that the leakage rate measured conformed to the specifications.
 - i. Signature of Engineer's representative witnessing pipe test.
 - 2. Submit the test records to the Engineer's representative upon completion of the testing.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Testing fluid shall be water unless a pneumatic test for air or chemical systems is indicated on the Piping Pressure Test Schedule.

2.02 MATERIALS AND EQUIPMENT

- A. Provide pressure gauges, pipes, bulkheads, pumps, and meters to perform the hydrostatic and pneumatic testing.

PART 3 - EXECUTION

3.01 TESTING PREPARATION

- A. Pipes shall be in place and anchored before commencing pressure testing.
- B. Conduct hydrostatic and pneumatic tests on exposed and above ground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.
- C. Before conducting hydrostatic tests, flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes.
- D. Test new pipelines which are to be connected to existing pipelines by isolating the new line from the existing line by means of pipe caps, special flanges, or blind flanges. After the new line has been successfully tested, remove caps or flanges and connect to the existing piping.
- E. Conduct hydrostatic tests on buried pipe after the trench has been completely backfilled. The pipe may be partially backfilled and the joints left exposed for inspection for an initial leakage test. Perform the final test, however, after completely backfilling and compacting the trench.
- F. Testing of piping under structures shall be completed prior to beginning construction of the structure. In the case of concrete encased piping, the pressure test shall be conducted after the concrete encasement has been placed and cured, but prior to beginning construction of any structure above the piping.

3.02 INSPECTION AND TESTING

A. Hydrostatic Testing of Aboveground or Exposed Piping: Open vents at high points of the piping system to purge air while the pipe is being filled. Subject to piping system to the test pressure indicated. Maintain the test pressure for a minimum of two (2) hours. Examine joints, fittings, valves, and connections for leaks. The piping system shall show no leakage or weeping. Correct leaks and retest until no leakage is obtained. Test pressure shall be 150 psi for water unless otherwise specified.

B. Hydrostatic Testing of Buried Piping:

1. Where any section of the piping contains concrete thrust blocks or encasement, do not make the pressure test until at least ten (10) days after the concrete has been poured. When testing mortar lined or PCCP piping, fill the pipe to be tested with water and allow it to soak for at least forty-eight (48) hours to absorb water before conducting the pressure test.
2. Apply and maintain the test pressure by means of a hydraulic force pump. Maintain the test pressure for a minimum duration of two (2) hours. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage rate is defined by the formula.

$$L = \frac{ND\sqrt{P}}{7,400}$$

in which:

L	=	allowable leakage (gallons/hours) during the test period.
N	=	number of rubber gasketed joints in the pipe tested (zero for flanged or welded pipe)
D	=	diameter of the pipe (inches)
P	=	specified test pressure (psig)

3. Repair and retest any pipes showing leakage rates greater than that allowed in the above formula.

C. Pneumatic Testing:

1. Test Pressure: As shown in the Specifications, or 150 psi.

2. Perform pneumatic testing using dry air. Perform tests only after the piping has been completely installed including supports, hangers, and anchors. Protect test personnel and Owner's operating personnel. Secure piping to be tested to prevent the pipe from moving and to prevent damage to adjacent piping and equipment. Remove or isolate from the pipe any appurtenant instruments or devices that could be damaged by the test, prior to applying the test.
3. Apply an initial pneumatic leakage test of 25 psig to the piping system prior to final leak testing. Examine for leakage, detected by soap bubbles, at joints and connections. After correcting visible leaks, gradually increase the pressure in the system to not more than one-half of the test pressure. Then increase the pressure in steps of approximately one-tenth of the test pressure until the required test pressure has been reached. Continuously maintain the pneumatic test pressure for a minimum time of four (4) hours and for such additional time as may be necessary to conduct a soap bubble examination for leakage. The piping system shall show no leakage. Correct any visible leakage and retest.

D. Testing of Non-Pressure Piping:

1. Testing of non-pressure gravity flow pipe shall be accomplished by infiltration or exfiltration testing. Non-pressure piping which has a crown elevation below the groundwater table shall be tested by measuring the infiltration. Non-pressure piping which has a crown elevation above the groundwater table shall be tested by measuring the exfiltration.
 - a. Infiltration Testing: The Contractor shall identify and prepare each section of piping to be tested. The designated piping shall be monitored for a minimum of four (4) hours. All buried leaks shall be located and repaired immediately and retested. All visible leaks must be repaired regardless of the measured leakage. No visible leakage will be allowed.
 - b. Exfiltration Testing: The Contractor shall close all openings in the section of pipe to be tested. The hydrostatic water level of the pipe system shall be raised to a height equal to the maximum design submergence, but in no case less than three feet above the highest point in the line. The closed system shall be maintained for a minimum duration of four (4) hours. Any loss of volume shall be noted. The line will not be accepted until this measured quantity is less than 25 gallons per inch of diameter of pipe per mile of pipe per twenty-four (24) hours. All buried leaks shall be located and repaired as soon as possible. All visible leaks must be repaired regardless of the measured leakage.

2. If impractical to conduct the infiltration or exfiltration tests as specified, the line can be pressurized for low pressure air testing. The air test shall be made by attaching an air compressor or testing apparatus to a suitable opening. After closing all other inlets and outlets to the system, force air into the system until there is a uniform gauge pressure of 5 psi. This pressure shall be held constant without introduction of additional air for a period of at least thirty (30) minutes.
3. The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of 0.165 gallons per manhole per hour.
4. Testing shall proceed for a continuous period of at least four (4) hours, with exfiltration or infiltration amounts measured by approved methods. Upon application of internal hydrostatic pressure for exfiltration testing, care shall be taken to preclude unseating the joint gaskets for a specific type of pipe by exceeding the pressure capability thereof.
5. Should any test fail, necessary repairs shall be accomplished by the Contractor and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water and all other items required to conduct the required testing and shall perform the necessary system repairs required to comply with the specified test.

3.03 DISINFECTION

- A. Following pressure testing, the Contractor shall disinfect all sections of the water or reclaimed water distribution system, and receive approval thereof from the appropriate agencies, prior to placing in service. Advance notice shall be provided to the Engineer before disinfection procedures start. The disinfection shall be accomplished in accordance with the applicable provisions of AWWA Standard C651, "Disinfecting Water Mains", and all appropriate approval agencies. Testing shall be performed by approved, professional laboratory.
- B. The disinfecting agent shall be liquid chlorine or sodium hypochlorite solution conforming to Federal Specification O-S-602b Sodium Hypochlorite, Grade D. Dry hypochlorite, similar or equal to "HTH" may also be used as the disinfecting agent.
- C. The piping shall be disinfected by introducing the disinfecting agent into the water, which is being pumped into the system, in such manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point. This water shall be allowed to remain in the system for a minimum contact period of eight (8) hours before the system is flushed out.

- D. After the disinfecting agents have been permitted to remain for the specified contact periods, the structures, pipelines, pumps and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 0.2 ppm in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.
- E. After any units or portions of the system have been disinfected and flushed as specified, samples of water shall be taken from several points as applicable in suitable sterilized containers and the samples forwarded to an independent, approved testing laboratory for bacterial examination. If repeated tests of such samples show the presence of coliform organisms, the disinfection shall be repeated or continued until tests indicate the absence of pollution. Two (2) consecutive daily samples of two (2) samples per day per sampling point shall be satisfactorily tested, sent to the Florida Department of Environmental Regulation for their approval, and approved before the system is placed in service.
- F. The Contractor shall furnish all equipment and materials and perform the work necessary for the disinfecting procedures, including additional disinfection as required and testing lab services.

3.04 CONNECTION TO EXISTING SYSTEM

- A. All connections to existing mains shall be made after complete disinfection of the proposed system and shall be made under the direction of the Owners of the existing system. Valves separating the mains being installed from existing mains shall be operated by or under the direction of said Owner's representative. The cost of the work in making the connections shall be paid for by the Contractor.
- B. In the event the proposed main is to be connected to a main which has one or more active services between the point of connection and the first existing line valve, a temporary plug or cap shall be installed on the new main until the pressure tests and disinfecting are completed. Upon satisfactory completion, the cap or plug shall be removed from both mains and the connection made with pipe which has been swabbed out with a solution of chlorine and water. The connection shall be made as swiftly as possible and any water in the ditch shall be kept below the level of the pipe. The pipeline shall then be placed in service by the Owner's personnel.
- C. In the event any existing users will be without water while a connection is being made, the Contractor shall give the Owner forty-eight (48) hours' notice. The Owner will notify residents when the water will be turned off and when service will be resumed. In some instances, these connections may have to be made at night. No user shall be without water service for more than two (2) hours.

- D. Cut overs from existing water service lines at the meter box shall be accomplished by City personnel after the new water mains have been "cleared" for use and the Contractor has installed the required new water line corporation stops, service lines and curb stops as shown on the contract plans.

TABLE 33 01 12

TREATMENT PLANTPIPING PRESSURE TEST SCHEDULE
AND MATERIAL LISTING

SERVICE	MARK	TEST PRESSURE IN PSIG	MATERIAL
Air	A	See Note 1	DIP OR SS
Alum	ALW(SO ₄) ³	See Note 2	SCH. 80 PVC
Backwash Air	BWA	See Note 1	DIP
Backwash Water	BWW	100	DIP
Chlorinated Effluent	CLE	100	DIP
Chlorine Gas Pressure	CGP	300, See Note 3	BLK. STEEL
Chlorine Gas Vacuum	CGV	See Note 4	SCH. 80 PVC
Chlorine Solution	CS	100	SCH. 80 PVC
Clarifier Effluent	CE	See Note 5	DIP
Compressed Air	CA	200	GS
Dechlorinated Effluent	DCLE	See Note 5	DIP
Dirty Backwash Water	DBWW	See Note 5	DIP
Drain	D	See Note 5	SEE NOTE 6
Filter Effluent	FE	See Note 5	DIP
Filter Influent	FI	See Note 5	DIP
Filtrate	F	100	DIP
Grit	GR	50	DIP
Internal Recirculation	IR	50	DIP

Methanol	M	See Note 2	SCH. 80 PVC
Mixed Liquor	ML	See Note 5	DIP
Non-Potable Water	NPW	150	SEE NOTE 7
Odor Control Duct	OCD	See Note 1	SEE NOTE 8
Potable Water	PW	150	SEE NOTE 7
Plant Recycle	PR	50	DIP
Plant Recycle Drain	PRD	See Note 5	SEE NOTE 6
Polymer Liquid	PYL	See Note 2	SCH 80 PVC
Polymer Solution	PYS	See Note 2	SCH 80 PVC
Raw Sewage	RS	50	DIP
Return Activated Sludge	RAS	50	DIP
Reuse Water (Pressure)	RW	150	DIP, HDPE or PVC
Reuse Water (Gravity)	RW	50	DIP
Sanitary Sewer	S	See Note 5	SEE NOTE 6
Scum	SC	50	DIP
Seal Water	SW	See Note 9	SCH. 80 PVC
Sodium Hydroxide	NaOH	See Note 2	SCH. 80 PVC
Sodium Hypochlorite	NaOC1	See Note 2	SCH. 80 PVC
Sulfur Dioxide Gas Pressure	SDGP	300, See Note 3	BLK. STEEL
Sulfur Dioxide Gas Vacuum	SDGV	See Note 4	SCH. 80 PVC
Sulfur Dioxide Solution	SDS	100	SCH. 80 PVC
Sulfuric Acid	H2SO4	See Note 2	BLK. STEEL
Sump Pump Discharge	SPD	50	SCH. 80 PVC
Thickened Waste Activated Sludge	TWAS	100	DIP
Waste Activated Sludge	WAS	50	DIP

NOTES:

1. Discharge pipes shall be tested at 1.5 times the maximum output pressure of the blowers but shall not be less than 50 psig. In addition, suction pipes, duct work or other vacuum conduits shall be vacuum tested at 1.5 times the maximum vacuum produced by blower operation.
2. Chemical feed piping shall be tested at 75 psig using compressed air.
3. Pneumatic test. Pressure test the system with nitrogen. Do not test through equipment.
4. Vacuum test. Perform pneumatic test to 100 psig using nitrogen. Do not perform pneumatic test through equipment. Afterward, perform vacuum test at 10 inch Hg VAC between vacuum regulator and chlorinator or sulphonator, and at 25 inch Hg VAC between chlorinator or sulphonator and injectors.
5. See paragraph 3.02D for testing of non-pressure piping. Calculations for restraint of non-pressure piping shall use a valve of 15 psig.
6. Drains pipes/sanitary sewers shall be DR 18 PVC meeting AWWA C900 or C905 or Class 52 DIP. All drain pipes under structures shall be DIP and shall be concrete encased in accordance with the contract documents.
7. Piping for sizes less than 4 inches shall be Schedule 80 PVC or HDPE, (as indicated). All other sizes of pipe shall be DIP of Class 250 or (DR 18) PVC. All above ground piping outside of structure 3 inches and less shall be Schedule 80 PVC while piping above 3 inches in diameter shall be DIP.
8. Odor control duct work shall be vacuum tested at 1.5 times the maximum vacuum produced by blower operation, but shall not be tested at less than 10 inches water VAC.
9. Test pressure requirements for seal water piping shall be 1.5 times the maximum working pressure, but test pressure shall not be less than 100 psig.

END OF SECTION

SECTION 33 05 05.31
HYDROSTATIC TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The Contractor shall be responsible for the pressure testing of all systems prior to placing them in service.
- B. The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART 2 - MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

- A. Tests shall be conducted in the presence of and to the satisfaction of the Engineer and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.
- B. Field pressure and leakage tests shall be conducted on the following:
- C. Force Mains.
 - 1. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two (2) hours and the test pressure shall be no less than 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

- A. Should the Contractor refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the Engineer may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.
- B. The costs for such tests shall be deducted from amounts owing to the Contractor and shall not be borne by the Owner.

END OF SECTION

33 05 05.31-1

SECTION 33 10 11
PUMPS - GENERAL

PART 1 - GENERAL

1.01 WORK INCLUDED - DESCRIPTION

- A. Scope of Work: Furnish all labor, materials, equipment and incidentals required to install complete and ready for operation all pumps related equipment specified in Division 33 and Division 46.
- B. Except as specified to the contrary in the specific pump specifications, this specification shall be complied with for all pumping units.
- C. Related Work Described Elsewhere:
 - 1. Shop Drawings, Product Data and Samples: Section 01 33 23
 - 2. Product Requirements: Section 01 60 00
 - 3. Start-up Procedures: Section 01 75 16
 - 4. Operation and Maintenance Data: Section 01 78 23
 - 5. Warranties: Section 01 78 36
 - 6. Finishes: Division 9
 - 7. Utilities: Division 33
 - 8. Motors and Starters: Division 26
- D. General Design: Refer to respective sections of the specifications.

1.02 QUALITY ASSURANCE

- A. Qualifications:
 - 1. The pumping units specified herein are to be standard pumping units for the intended service and shall be the product of a fully experienced, reputable and qualified manufacturer. The manufacturer shall supply the Engineer with information pertaining to three (3) installations where equipment of the specific type, size and function have been in operation for not less than five (5) years with the shop drawing submittal. The information shall contain items as follows:

- a. Installation name and location.
 - b. Date of installation of equipment.
 - c. Date of start up of equipment.
 - d. Personnel at installation which can be contacted with telephone numbers and extensions.
2. The Supplier shall supply the services of a qualified factory-trained service representative for a period specified under the individual equipment specifications. The representative shall inspect the completed equipment installation to ensure that it meets with the manufacturer's recommendations. Any adjustments or modifications shall be made, at not additional cost to the Owner, to place the equipment in trouble-free operation.

B. Equipment Manufacturer: Refer to respective sections of the contract documents.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. The Contractor to conform shop drawings to Section 01 33 23 and as required below.
2. The Contractor shall submit the following to the Engineer for approval in accordance with Section 01 33 23:
 - a. Manufacturer's literature, illustrations and applicable data for the individual pumps, including the total weight of the equipment and the weight of the single largest item.
 - b. Manufacturer's certified curves illustrating pump characteristics of head, discharge, brake horsepower, efficiency, required net positive suction head, and available suction lift.
 - 1) Curves shall be submitted on 8 ½ inch x 11 inch sheets, at as large a scale as is practical. Curves shall be plotted from no flow at shut off head to maximum pump runout head and gallonage allowed by the manufacturer. Curves for variable speed pumps shall be provided for maximum running, full load RPM as specified, and a minimum of 4 other curves of equal speed increments not inclusive of 0 RPM (i.e., 1760, 1408, 1056, 704, 352).

- 2) Points of operation which cause bearing stress or shaft deflection in excess of the manufacturer's tolerances for continuous operation shall be indicated on the submitted curves.
 - c. The shop drawings shall include details of pump assembly, installation layouts, procedures, types of materials used in pump construction, details on all pump accessories, and dimensions of major components. Where applicable, and pumps are provided as part of a complete package inclusive of controls, control diagrams shall be provided.
 - d. A complete total bill of materials for all equipment.
 - e. A list of manufacturer's recommended spare parts to be supplied, with the manufacturer's current price for each item. Include O-rings, seals, etc. on the list. List bearings by the bearing manufacturer's name and numbers only.
 - f. Pumping equipment, requiring special tools for maintenance, shall be provided with one set of tools labeled, packed with instructions for use, and housed in a metal toolbox with lock end hoop for each two units provided.
 - g. Motor data shall be submitted in accordance with the specific equipment specification.
- B. Operating and Maintenance Instructions: For all pumps furnished under this Section, the Contractor shall submit operation and maintenance manuals in accordance with requirements of Section 01 78 23 to include, at a minimum, the following:
1. Equipment function.
 2. Description.
 3. Normal and limiting operating characteristics.
 4. Installation instructions (assembly, alignment and adjustment procedures).
 5. Operation instructions (normal start up and shut down procedures, normal operating conditions and emergency situations).
 6. Lubrication and maintenance instructions.
 7. Troubleshooting guide.
 8. Parts list and predicted life of parts subject to wear.

9. Drawings - cross sectional view, assembly and wiring diagrams.
 10. Performance curves.
- C. Factory Performance Test Data:
1. After acceptance of pump shop drawings, factory performance test data will be submitted for approval on each pumping unit. Duplicate units require factory testing for only specified flow and head conditions, unless otherwise specified under the specific pump specification. Tests conducted in accordance with these specifications on similar units within 24 months may be submitted in lieu of tests on the actual units to be supplied.
 2. Test shall be certified by a registered professional engineer.
 3. Tests shall be in accordance with the standards of the Hydraulic Institute including head, capacity, brake horsepower, pump efficiency and NPSH.
- D. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts and has been operated under full load conditions and that satisfactory operation has been obtained. Refer to Section 01 75 16 for more details.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 01 60 00.
- B. Finished surfaces of all exposed pump openings shall be protected by wooden blanks.
- C. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage, and handling.
- D. Each box or package shall be properly marked to show its net weight in addition to its contents.
- E. For equipment such as pumping units, which require field alignment and connections, the Contract shall provide the services of the equipment manufacturer's qualified mechanic, millwright, machinist, or authorized representative, to align the pump and motor prior to making piping connections or anchoring the pump base.

- F. Precision gauges and levels shall be used in setting all equipment. All piping and equipment shall be perfectly aligned, horizontally and vertically. Tolerances for piping and equipment installation shall be 1/2 inch in 30 foot horizontal and vertical. All valves and operators shall be installed in the position shown on the plans or as directed by the Engineer if not shown.

1.05 WARRANTY AND GUARANTEES

- A. Refer to Section 01 78 36.
- B. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the manufacturer's representative, in accordance with Section 01 75 16, that the installed equipment:
 - 1. Has been installed per manufacturer's requirements.
 - 2. Has been lubricated per manufacturer's instructions.
 - 3. Has been accurately aligned and proper running clearance set.
 - 4. Is free from undue stress imposed by piping or mounting bolts.
 - 5. Suction lines and seal water lines have been flushed and all debris removed prior to startup.
 - 6. Is ready to be operated on a continuous basis and is free from any known defects.
- C. The nominal nameplate horsepower rating for the motors at their rated speed shall not be exceeded by the driven equipment at any point of operation on its characteristics curve.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The equipment covered by these Specifications shall be designed, constructed, and installed in accordance with the best practice and methods.
- B. All parts shall be so designed and proportioned as to have liberal strength and stiffness, and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustment.
- C. Pump bases shall be rigidly and accurately anchored into position, precisely leveled and aligned, so that the completed installation is free from stress or distortion. All necessary foundation bolts, plates, nuts and washers shall be furnished and installed by the Contractor and conform to the recommendations and instructions of the equipment manufacturer.

Anchor bolts, nuts, and washers shall be stainless steel unless noted otherwise. Grouting under bases after the equipment is set is included as work under this Section. Pumps and pump bases shall have adequate provisions to collect drainage and conduct it away to nearest drain.

D. Data Plates:

1. Stainless steel pump nameplates giving the name of the manufacturer, the rated capacity, head, speed and any other pertinent data shall be attached to each pump.
2. Stainless steel motor nameplates giving the name of the manufacturer, serial number, model number, horsepower, speed, voltage, amperes and all other pertinent data shall be attached to each motor.

- E. All pumps shall be designed and built for 24 hour continuous service at any and all points within the specified range of operation, without overheating, without cavitation, and without excessive vibration or strain.

2.02 SPARE PARTS (TO BE SUPPLIED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation of pumping equipment by the Contractor shall be in strict accordance with the respective manufacturer's instructions and recommendations in the locations shown on the Drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.
- B. The Contractor shall furnish and install 4 - ½ inch oil dampened pressure gauges on all pump discharge volutes with isolators and isolation valves. Where it is not practical to mount pressure gauges on pump volutes, gauges shall be mounted in the discharge piping.

3.02 SHOP PAINTING

- A. Shop Painting is specified in Division 9.

3.03 FIELD PAINTING

- A. Field painting is specified under Section 09 90 00.
- B. All nameplates shall be properly protected during painting.

3.04 INSPECTION AND TESTING

- A. After all pumps have been completely installed the Contractor shall conduct, in the presence of the Engineer, field tests to indicate that pump efficiency and discharge conform to the Specifications. Field tests shall include all pumps included under this Division. The Contractor shall supply all oil, grease, electric power, water, wastewater, chemical solutions and all other material necessary to complete the field tests.
- B. If the pump performance does not meet the Specifications, corrective measures shall be immediately taken by the manufacturer, or pumps shall be removed and replaced with pumps which satisfy the conditions specified, without cost to the Owner.
- C. The components of each seal lubricating system shall be completely tested by the Contractor in the presence of the Engineer. Any component parts which are damaged as a result of testing or which fail to meet requirements of this Specification shall be replaced, reinstalled and retested at the Contractor's expense.
- D. The pumps and motors shall be designed and constructed to avoid the generation of objectionable noise or vibration. The sound pressure level at full load shall not exceed 85 (A Scale) decibels above 300 cycles when measured at a point not exceeding 5 feet from the motor. Mufflers or external baffles will not be accepted. When operating at any point or vertical plane at the top of the motor shall not exceed hydraulic institute standards.
- E. Field Testing:
 - 1. Upon completion of all the mechanical work, the Contractor shall conduct testing as specified herein to demonstrate that the equipment performs in accordance with all specifications.
 - 2. The Contractor shall perform initial testing of the equipment insuring to himself that the tests listed in the Demonstration Test paragraph below can be completed.
 - 3. The Demonstration Test shall demonstrate that all items of these Specifications have been met by the equipment, as installed, and shall include the following tests.
 - a. That the pumps can deliver specified pressure and quantity at rated efficiency.
 - b. That the pump controls perform satisfactorily (where pump control combinations are supplied).
 - 4. In the event that the equipment does not meet the Demonstration Test, the Contractor shall, at his own expense, make such changes and adjustments in the

equipment which he deems necessary and shall conduct further tests until written certification is received from the Engineer.

5. The data shall include the following:

- a. A vibration survey.
- b. Motor current and amp load.
- c. Certified alignment.

END OF SECTION

SECTION 41 22 13.13
BRIDGE CRANES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials and incidentals required and install, test and make completely ready for operation, one (1) crane system as shown on the Drawings and specified herein.
2. All equipment and accessories shall have approved manufacturer's shop drawings prior to fabrication and shall be tested in accordance with these specifications prior to acceptance and final payment by the Owner.

B. Related Work Described Elsewhere:

1. Section 09 90 00 - Painting and Coating
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 23 - Operation and Maintenance Data
4. Section 01 78 36 - Warranties

C. General Design:

1. The crane shall include a Manual hoist and trolley, and shall have a system capacity of 1/2 tons as described in Table 41 22 13.13-A. The crane system shall be used for moving pumps and equipment for repair and maintenance.

1.02 QUALITY ASSURANCE

- A. Qualifications: All of the equipment specified herein shall be furnished or obtained by a single manufacturer who is regularly engaged in the production of this type of equipment and who is fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. Each component and ancillary equipment item furnished under this specification shall be new and unused, of the type, size, design, and efficiency installed on previous projects and the product of manufacturer having a successful record of operation, manufacturing and servicing the equipment for a minimum of one (1) year prior to bid date.

Manufacturers shall supply Engineer with previous installation details of at least three successful operations of a similar nature for not less than a period of two (2) years.

- B. Standards: The cranes shall be designed to meet the requirements of CMAA.
- C. Equipment Manufacturer: The equipment shall be designed, constructed, and delivered with the best practices and methods and shall be manufactured by J. Herbert Corp, Kissimmee, FL, or approved equal.

1.03 SUBMITTALS

- A. Materials and Shop Drawings: Copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with Section 01 33 23. Submittals shall include at least the following:
 - 1. Certified shop and erection drawings showing all important details of construction, dimensions and anchor bolt locations.
 - 2. Descriptive literature, bulletins, and/or catalogs of the equipment.
 - 3. The total weight of the equipment including the weight of the single largest item.
 - 4. A complete total bill of materials of all equipment.
 - 5. A list of manufacturer's recommended spare parts to be supplied in addition to those specified in Paragraph 2.04 Tools and Spare Parts of this Section with the manufacturer's current price for each item.
 - 6. Structural calculations signed and sealed by a Professional Engineer in the State of Florida indicating that the hoist and support systems provided meet the requirements for this project.
- B. Operating Instructions:
 - 1. Operating and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment. The number and special requirements shall be as specified in Section 01 78 23.

2. A representative of the manufacturer who has complete knowledge of proper operation and maintenance shall be provided for one (1) day to instruct representatives of the Owner and the Engineer on proper operation and maintenance. With the Owner's permission, this work may be conducted in conjunction with the inspection and the installation and test run as provided under Part 3 of this Section. If there are difficulties in operation of the equipment due to the manufacturer's design or fabrication, additional service shall be provided at no cost to the Owner.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is complete and the units and equipment are ready for operation.
- B. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
- C. All equipment and parts must be properly protected against any damage during a prolonged period at the site.
- D. Each box or package shall be properly marked to show its net weight in addition to its contents.

1.05 WARRANTY AND GUARANTEES

- A. All equipment supplied under this section shall be warranted for a period of one year by the manufacturer as specified in Section 01 78 36.
- B. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. No exception to this provision shall be allowed.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The equipment to be furnished and installed shall be one (1) FreeStating Workstation Bridge Crane & Manual Chain Hoist.
- B. The mechanical equipment supports and accessories shall be designed to operate in a damp, wet and corrosive atmosphere. All parts of the equipment furnished herein shall be amply proportioned for all stresses that may occur during fabrication, shipment, erection and continuous operation. All parts subject to wear shall be standard pattern and easily

replaceable. Adequate lubrication shall be provided for lubrication point and readily accessible.

- C. All materials shall be of a quality to withstand the corrosion and stresses to which this equipment will be subject to during fabrication, erection and continuous operation.

2.02 MATERIALS AND EQUIPMENT

A. Hoisting Equipment:

- 1. The Hoist must be hook mounted with a hand chain cover, including a braking system and automatic overload protection.

B. Hoist Support System:

- 1. The hoist support systems shall be of steel I-beams construction.
- 2. The hoist support systems will have, as a minimum, the dimensions shown on the Drawings to allow lifting of the pumping equipment.
- 3. Stops shall be provided at the ends of the carrier and crane travel. Stops shall be provided to resist impact forces of a fully loaded carrier.
- 4. The cable transmitting electric current shall be a festooned type to prevent entanglement when operating the hoist system.

- C. Crane Rail: Crane rail and connecting hardware shall conform to the AISC steel construction manual.

2.04 TOOLS AND SPARE PARTS

- A. Two (2) sets of all special tools required for normal operation and maintenance shall be provided.
- B. The manufacturer of the equipment shall furnish a complete set of recommended spare parts including routine maintenance parts necessary for each crane system for the first five (5) years of operation of the systems.
- C. Spare parts shall be properly bound and labeled for easy identification without opening the packaging and suitably protected for long term storage.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All hoisting systems shall be installed in full accordance with the Drawings, approved shop drawings, manufacturer's instruction and recommendations by mechanics fully skilled in the installation of such equipment.

3.02 SURFACE PREPARATION

- A. All surfaces shall be prepared and shop primed as part of the work in this section. Surface preparation and shop priming shall be as specified in Section 09 90 00.

3.03 FIELD PAINTING

- A. Field painting is included under Section 09 90 00. The bridge crane shall be finished-coated with high visibility yellow epoxy. The hoist shall have manufacturer's corrosion resistant finish. Rated load markings shall be indicated on the equipment in accordance with OSHA standards.

3.04 INSPECTION AND TESTING

- A. The equipment manufacturer shall furnish the services of a competent and experienced representative who has complete knowledge of proper operation and maintenance of the equipment for a period of not less than one (1) day to inspect the installed equipment. This instruction period shall be scheduled at least ten (10) days in advance with the Engineer and shall take place prior to startup and acceptance by the Owner. The final copies of operation and maintenance manuals specified in Section 01 78 23: Operating and Maintenance Date must have been delivered to the Engineer prior to scheduling the instruction with the Owner. With the permission of the Engineer, these services may be combined with those provided under Paragraph 1.03B, herein.
- B. Working under the direction of the manufacturer and in the presence of the Engineer, the Contractor shall perform field tests as follows:
 - 1. Full load operating tests on the hoists.
 - 2. All labor and test weights for testing capacity of hoists shall be furnished under this section.
 - 3. In the event the equipment fails to meet the above tests, the necessary changes shall be made and the equipment retested. If the equipment remains unable to meet the test requirements to the satisfaction of the Engineer, they shall be

removed and replaced with satisfactory equipment at no additional expense to the Owner.

4. All defects recorded during the above field tests and all defects and failures occurring within the first year of operation shall be corrected at no additional expense to the Owner.

Table 41 22 13.13-A
BRIDGE CRANE SYSTEM FOR ORMOND BEACH WRF

Location	ORMOND BEACH WRF
Basis of Design	J. Herbert Corporation with Hurricane 360 Hand Chain Hoist
Hoist Capacity, tons	0.5
Lift (Vertical Hook Travel) ft.	See Drawings
Span, ft. in.	See Drawings

END OF SECTION

SECTION 43 23 57
PROGRESSING CAVITY PUMPS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install all labor, materials, equipment, controls, and appurtenances required and install complete and make ready for operation progressing cavity pumps, as shown on the Drawings, and as specified herein.
- B. Electric motors shall be furnished as part of the work of this Section and shall be as specified in Division 26.

1.02 RELATED WORK

- A. Division 3 - Concrete
- B. Section 09 90 00 - Painting and Coating
- C. Section 01 33 23 - Shop Drawings, Product Data, and Samples
- D. Section 01 78 23 - Operation and Maintenance Data

1.03 SUBMITTALS

- A. Copies of all materials required to establish compliance with the specifications shall be submitted in accordance with the provisions of Section 01 33 23. Submittals shall include at least the following:
 - 1. Certified shop and erection drawings showing all important details of construction, dimensions, and anchor bolt locations.
 - 2. Descriptive literature, bulletins and/or catalogs of the equipment.
 - 3. Data on the characteristics and performance of the pumps. The data shall include guaranteed performance curves, based on actual shop tests of like pumping units, which shown that they meet the specified requirements for head, capacity, and horsepower. Data for at least three speeds, minimum, middle and maximum shall be submitted for the variable speed pumps. Curves shall be submitted on 8 ½ x 11-inch sheets.
 - 4. Complete data on motors.

5. The total weight of the equipment, including the weights of the larger components.
 6. A complete total bill of materials for all equipment.
 7. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item. Include gaskets, etc. on the list. List bearings by the bearing manufacturer's numbers only.
 8. Complete description of surface preparation and shop prime painting.
- B. In the event that it is impossible to conform to certain details of the specifications due to different manufacturing techniques, describe completely all nonconforming aspects.
- C. Operating and Maintenance Data
1. Operating and maintenance instructions shall be furnished to the Engineer as provided for in Section 01 78 23. The instructions shall be prepared specifically for this installation and shall include all cuts, drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment.
 2. A factory representative who has complete knowledge of proper operation and maintenance of the pumps shall be provided to instruct representatives of the Owner and the Engineer on proper operation and maintenance. The work may be conducted in conjunction with the inspection of the installation and test run as provided under PART 3. If there are difficulties in operation of the equipment due to the manufacturer's design or fabrication, additional service shall be provided at no cost to the Owner.

1.04 REFERENCE STANDARDS

- A. Design, manufacturer, and assembly of elements of the equipment herein specified shall be in accordance with, but not limited to, published standards of the following, as applicable:
1. American Gear Manufacturers Association (AGMA).
 2. American Institute of Steel Construction (AISC).
 3. American Iron and Steel Institute (AISI).
 4. American Society of Mechanical Engineers (ASME).
 5. American National Standards Institute (ANSI).

6. American Society for Testing Materials (ASTM).

7. American Welding Society (AWS).

1.05 QUALITY ASSURANCE

- A. The pumps to be furnished under this Section shall be furnished by a single manufacturer.
- B. Should equipment which differs from the Specifications be offered and determined to be equal to that specified, such equipment shall be acceptable only on the basis that any revisions in the layout and construction of the structures, piping and appurtenant equipment, electrical work, etc. required to accommodate such a substitution shall be made at no additional cost to the Owner and be as approved by the Engineer.
- C. Pumps, speed controls, and motors shall be furnished by the pump manufacturer and be factory-mounted on a common base plate of cast iron or fabricated steel.

1.06 SYSTEM DESCRIPTION

- A. All the equipment specified herein is intended to be standard equipment designed for use in pumping thickened sludge.
- B. The sludge transfer pumps shall pump thickened sludge from the existing sludge thickening tank to the sludge storage tanks.
- C. The sludge feed pumps shall feed sludge to the centrifuges. The pumps shall be controlled with existing controls.
- D. All controls shall be provided as described within Division 26 and as shown on the drawings.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. GENERAL

This section specifies positive displacement progressing cavity pumps, complete with electric motors, and all specified appurtenances, as shown on the plans and specified herein. The pumping units shall be of the self-priming, positive displacement, progressing cavity type equipped with EZ strip technology specifically designed for pumping primary sludge.

B. PERFORMANCE REQUIREMENTS

The sludge handling pumps shall be specifically designed and selected for continuous duty pumping of liquids and sludge with the following properties:

Percent Solids Up to 10%

1. The pumps shall be of the compact, close-coupled design. The gear reducer shall be sized for a minimum service factor of 1.5 and designed with a thrust load capability of 150 percent of the actual thrust load.
2. The pumps, along with associated drive appurtenances, shall be mounted on common fabricated steel baseplates.

	Sludge Transfer Pumps	Sludge Feed Pump
Pumps Required	Two (2)	One (1)
Model (Moyno)	Z3AAC11RMA/E	Z38AC11RMA/E
Design Point GPM	300	150
PSI	5	35
Motor HP Required	6.8	10
Speed	288	340
Voltage	230/460	230/460
Phase	Three (3)	Three (3)
Frequency Hertz	60	60

C. MATERIALS OF CONSTRUCTION

Component	Material
Rotor	• Rotor shall be manufactured in one piece from one piece alloy steel conforming to ASTM A322, grade 4140/4145 or equivalent. • The rotor surface should be coated with hard chrome plate to a nominal thickness of 0.25mm (.010") at the scroll peaks (major diameter). • The surface should be polished to a minimum of Ra 1.6µm (63µin) to maximize stator wear life.
Stator	• One piece Buna-N synthetic rubber with a minimum shore durometer hardness of approximately 70 bonded to a steel tube. • The stator should be a one-piece construction, utilizing vulcanized rubber, chemically bonded into a carbon steel tube.
Pump body	• Cast iron ASTM A48 Grade 40B

D. ROTOR

The sludge pump rotors shall be constructed of one-piece alloy steel. Additionally, the rotors shall have hard chrome plating with a minimum thickness of (0.010”).

The use of multi-lobe designs (such as 2/3, 2 in 3, Tri-lobe etc....) are not permitted due to the relatively poor wear, solids handling and suction performance of such designs when used in a pump design of this type. Such rotors can be identified by their elliptical shape in cross section.

E. EQUIPMENT

1. PUMP SUCTION AND DISCHARGE CASING

The pump casing shall be designed for the type of service specified and shall be of sufficient strength, weight, and metal thickness to ensure long life, accurate alignment, and reliable operation. The suction casing shall be constructed of cast iron. The casing shall have connection for vents, drains, and gauges.

The suction and discharge connections shall be ANSI/B16.1 flanges sized for the pump specified.

2. STATOR

The pump's stator shall be formed from Buna Nitrile or other suitable elastomer rubber. Rubber grade should be selected to be chemically compatible with the pumped product.

The stator assembly method should be by spigot location into the pump casings, clamped in place using high tensile steel tie rods spanning the stator length only. The rubber shall be molded around the ends of the stator tube sealing at the suction and discharge to prevent leakage. The use of separate O-rings or flat rings for stator sealing shall not be required.

Stators shall not be affixed to the suction casing by threaded connections or by snap rings. Stators that are threaded on the end and require screwing into casings are not permitted due the contact of the pumped product with the stator rubber/tube bond interface and subsequent effect on integrity over time.

Extended length tie rods or similar that encompass the entire pump casing assembly are not permitted due to the safety risk associated with the instability of pump casings when removed during maintenance.

3. DRIVE TRAIN

The rotor shall be driven by means of a heavy-duty drive train. The rotor shall be joined to the drive shaft by means of a connecting rod with sealed pin type universal joints at each end. The pin type universal joints shall be factory lubricated with oil and completely sealed from the abrasive fluid being pumped.

4. SHAFT SEALING

Shaft shall be sealed using a single internal, bi-directional mechanical seal. Seal materials shall be solid silicon carbide faces with 316 stainless steel metal parts and Viton elastomers. The stuffing box housing shall be drilled and tapped for water flush connections.

5. PUMP DRIVE SHAFT

The drive shaft shall be of the solid drive shaft design to avoid clogging and/or trapping of solids, which could either interrupt the movement of the connecting rod or disturb the seal of the rear joint. Hollow or telescoping designed drive shafts are not acceptable. The universal joint head shall be removable from the drive shaft to allow access to the stuffing box or mechanical seal without disturbing the drive end of the pump.

6. DESIGN FEATURES

Pump shall be equipped with EZ strip technology for easy de-ragging and maintain in place functionality.

The rotor and stator shall be capable of being removed and replaced without disturbing or removing the suction and discharge pipe connections. This shall also apply to the removal/replacement of the connecting rod, driveshaft, and seal.

Each pump rotor shall be joined to the drive shaft by a heavy duty, oil lubricated, pin type universal joint. A two-piece design of connecting rod is required which allows the rotor and stator to be removed without disturbing/dismantling the pump pin-joint drive connections.

The pump casing shall be designed to provide for unrestricted 360-degree access to the suction chamber, connecting rod, pin joints and rotor head for de-ragging and unblocking without disturbing suction or discharge flanges. Cleanout opening hand holes shall not be allowed.

F. MOTOR AND DRIVE UNIT

Gear motors or gear reducers shall be designed in accordance with AGMA 6019-E Class II). Unless otherwise noted, motors shall be premium-efficient, TEFC motors. Each motor shall have a sufficient horsepower rating to operate the driven equipment at any point on the driven equipment's entire performance curve without overloading the nameplate horsepower rating of the motor regardless of service factor.

H. ACCESSORIES

1. RUN DRY PROTECTION

The stator shall be fitted with a sensor sleeve and thermistor sensor.

2. OVER PRESSURE PROTECTION

Each pump unit shall be supplied with a single point pressure switch. The pressure ranges for the switch shall be selected specifically for each specified service.

I. SPARE PARTS

1. The following shall be provided for each pump size:

- 1 – Stator assembly with TSE sensor sleeve
- 1 - Rotor
- 1 - Set universal joint assemblies
- 1 – Mechanical seal

D. BASE

1. The motor, drive and pump shall be mounted in-line, on a common base of welded steel or cast iron, arranged to collect drainage to a pipe away drain. Provide grout holes for grouting to the concrete base.

2.02 SURFACE PREPARATION AND SHOP PRIME PAINTING

- A. All surfaces shall be prepared, and shop primed as part of the work under this Section. Surface preparation and shop priming shall be as specified in Section 099000.

2.03 CONTROLS

- A. Controls shall be provided as described within Division 26 and as shown on the electrical "E" drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation shall be in strict accordance with the manufacturer's instructions and recommendations in the locations shown on the Drawings. The pump assemblies shall be installed under supervision of a representative of the manufacturer supplying the equipment. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations. Anchor bolts shall be set by the Contractor in accordance with the manufacturer's recommendations.

3.02 INSPECTION AND TESTING

- A. Furnish the services of a factory representative for two days who has complete knowledge of proper operation and maintenance to inspect the final installation and supervise a test run of the equipment. These services may be combined with those provided under Paragraph 1.03C.
- B. After all pumps have been completely installed, the Contractor, under the direction of the manufacturer's factory representative, shall conduct in the presence of the Engineer, such tests as are necessary to ensure that pump discharge conforms to the Specifications. Field tests shall include all pumps included under this Section. The Contractor shall supply all electric power necessary to complete the field tests. Pumps shall be operated for at least 24 hours prior to acceptance.
- C. If the pump performance does not meet the Specifications, corrective measures shall be taken by the Contractor, or pumps shall be removed and replaced with pumps which satisfy the conditions specified.
- D. In conjunction with the above tests, it shall also be demonstrated that the pumps speed controls are properly installed and calibrated to provide the specified control. Any deficiency in the controls or their installation shall be corrected by the Contractor without additional compensation.

END OF SECTION

SECTION 43 41 43
HIGH DENSITY LINEAR POLYETHYLENE DOUBLE WALL CHEMICAL STORAGE TANKS

PART 1 - GENERAL

1.01 SCOPE

- A. Furnish ready for service One (1) upright, double wall, flat bottom storage tank assembly with cable restraints, fittings, and gaskets & heat trace for storing Polymer at the Ormond Beach Water Reclamation Facility. The assembly should consist of one cylindrical inner primary tank and one blended form octagonal outer secondary tank. Each tank should be molded in one-piece seamless construction by rotational molding (laminated or fabricated tanks will not be accepted). The tank is designed for above-ground, vertical installation and are capable of containing chemicals at atmospheric pressure. The assembly shall be designed to prevent rainwater from entering the containment tank. The design shall allow direct primary tank base retention for up to seismic conditions per IBC code requirements. The containment tank shall be designed to hold a minimum of 115% of the normal fill capacity of the primary tank This Section defines the contents to which the tanks will be exposed, and the Manufacturer shall select the type of resins based on the data provided in this Section.
- B. The storage tank shall be meet the system requirements and performance criteria specified.

1.02. MANUFACTURER

- A. Tanks shall be manufactured by Snyder Industries Inc. or approved equal.

1.03. SUBMITTALS

- A. Drawings and Data: The manufacturer's shop drawings shall be approved by the engineer or contractor prior to the manufacturing of the tank(s). Data and specifications for the equipment shall include but shall not be limited to the following submittals.
- B. Contractor shall submit for review sufficient literature, detailed specifications, and drawings to show dimensions, materials used, design features, internal construction, weights and any other information required by the ENGINEER for review of storage tanks and accessories.
- C. Information to be included with the submittals is specified below:
1. Shop drawings for the tanks shall include as a minimum the following:
 - a. Service Conditions: Chemical environment and temperature.

- b. Statement that fabrication shall be in accordance with ASTM D1998, where applicable.
Note: The scope of ASTM D1998 covers tanks 500 gallons and larger.
 - c. Sizing and description of the fittings and accessories for each tank that are to be supplied by the tank manufacturer.
 - d. Layouts and assembly schedules for each tank identifying the location and elevation from the bottom of the tank for all connections and appurtenances supplied by the tank manufacturer.
2. Resin - A copy of the resin data sheet from the resin manufacturer for the tank is to be supplied and the tank manufacturer is to certify that it will be the resin used in the manufacture of the tank. Verification may be required if the resin is to be FDA or NSF 61 listed.
3. Wall thickness - Prior to the manufacture of the tank the designed wall thickness audit is to be supplied based upon 600 psi hoop stress (ASTM D 1998) @ 100 degrees F. (Note: See 1.08 A.2 for chemicals being stored above 100 degrees F)
4. Tank restraint – If supplied, the drawings and calculations for the system are to be provided. Note: Wet stamped or site-specific drawings and calculations may be required.
5. Supporting information on fittings and accessories to be supplied, heat system, insulation, mastic coating, etc.
6. Technical Manuals: The tank manufacturer's "Guideline for Use & Installation" is to be submitted for review.
7. Installation certificate: Once installed the installer is to certify that the tank system has been installed according to the tank manufacturer's Guidelines for Use & Installation.
8. Manufacturer's warranty
9. Manufacturer Qualifications: The manufacturer is to have rotationally molded polyethylene tanks based upon ASTM D 1998 utilizing Type I and Type II resins for the last 10 years.
10. Factory Test Report: Upon completion of the tank the manufacturer's inspection report is to be supplied for each tank.
 - a. Verification of wall thickness (See 1.09 E.)
 - b. Impact test (See 1.09 C.)
 - c. Gel test – (Type I resin only) (See 1.09 D.)
 - d. Hydrostatic test (See 1.09 F.)
 - e. Verification of fitting placement (See 1.09 B.)
 - f. Visual inspection (See 1.09 G.)

g. Verification of materials

1.04. SERVICE CONDITIONS

Table I – Service Conditions

Tank #	Chemical Stored	Viscosity	Tank Location Inside/Outside	Operating Temperature	Fitting Material	Gasket Material	Bolt Material
1	Polymer	3.95-4.5 cps	Outside	80 F	PVC	EPDM	SS

1.05. CHEMICAL COMPATIBILITY

- A. Chemical compatibility shall be according to the following chemical resistance guides:

Compass Publications -

Pruett, Kenneth M., "Chemical Resistance Guide for Plastics"

Pruett, Kenneth M., "Chemical Resistance Guide for Metals and Alloys"

Pruett, Kenneth M., "Chemical Resistance Guide for Elastomers III"

- B. These references shall be considered as general guidelines only. In many cases, combinations of these chemicals are used in such a way that only the customer (by testing molded product samples) can make a determination in regard to acceptability.

Note: Contact the manufacturer for applications that are not listed below.

Chemical	Concentration	Tank Resin	Tank Design Info	Fitting Material	Gasket Material	Bolt Material
Polymers (Deposition)	3.95-4.5 cps	XLPE	1.5/ASTM	PVC	EPDM	316SS

**Chemical may cause tank material to discolor.*

*** 316SS may pit upon drying.*

1.06. MATERIALS – RESIN CLASSIFICATION

- A. Tanks are classified according to the resin type. It is the responsibility of the purchaser to specify Type I or Type II.

1. Type I – Tanks molded from cross-linkable polyethylene resin.

2. Type II - Tanks molded from linear polyethylene resin (not cross-linkable resin).

- B. The material used shall be virgin polyethylene resin as compounded and certified by the manufacturer. Type I tanks shall be made from crosslinked polyethylene (XLPE) resin as manufactured by ExxonMobil Chemical, or resin of equal physical and chemical properties. Type II tanks shall be made from high

density linear polyethylene (HDLPE) resin as manufactured by ExxonMobil Chemical, or resin of equal physical and chemical properties.

- C. All polyethylene resin material shall contain a minimum of a U.V. 15 stabilizer as compounded by the resin manufacturer. Pigments may be added at the purchaser's request, but shall not exceed 0.25% (dry blended) of the total weight.
- D. Mechanical Properties of Type I tank material: Cross-linked (XLPE)

<u>PROPERTY</u>	<u>ASTM</u>	<u>VALUE</u>
Density (Resin)	D1505	0.942 -0.946 g/cc
Tensile (Yield Stress 2"/min)	D638	2700 - 2900 PSI
Elongation at Break (2.0in/min (50 mm/min)	D638	300-800%
ESCR (100% Igepal, Cond. A, F50)	D1693	>1000 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	>1000 hours
Flexural Modulus 1% Secant	D790	110,000 PSI

- E. Mechanical Properties of Type II tank material: High density Linear (HDLPE)

<u>PROPERTY</u>	<u>ASTM</u>	<u>VALUE</u>
Density (Resin)	D1505	0.941-0.950 g/cc
Tensile (Yield Stress 2"/min)	D638	2800 - 3500 PSI
Elongation at Break (2"/min.)	D638	>1000%
ESCR (100% Igepal, Cond. A, F50)	D1693	>500 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	40 - 48 hours
Flexural Modulus 1% Secant	D790B	130,000 – 145,000 PSI

1.07 DESIGN REQUIREMENTS

- A. The minimum required wall thickness of the cylindrical shell at any fluid level shall be determined by the following equation, but shall not be less than 0.187 in. thick.

$$T = P \times O.D./2 SD = 0.433 \times S.G. \times H \times O.D./2 SD$$

T = wall thickness

SD = hydrostatic design stress, PSI

P = pressure (.433 x S.G. x H), PSI

H = fluid head, ft.

S.G. = specific gravity, g/cm³

O.D. = outside diameter, in.

1. The hydrostatic design stress shall be determined by multiplying the hydrostatic design basis, determined by ASTM D2837 using rotationally molded samples, with a service factor selected for the application. The hydrostatic design stress would be ≤ 660 PSI at 73 degrees Fahrenheit for Type I and Type II materials based the resin density. In accordance with the formula in 1.08 A., the tank shall have a stratiform (tapered wall thickness) wall. In no case shall the wall thickness be less than the minimum allowed per calculation of ASTM D1998.
 2. The hydrostatic design stress shall be derated for service above 100 degrees Fahrenheit and for mechanical loading of the tank.
 3. The standard design specific gravity shall be 1.9.
- B. The minimum required wall thickness for the cylinder straight shell must be sufficient to support its own weight in an upright position without any external support. Secondary containment tanks shall be designed per the manufacturer's standard containment thickness requirements. The secondary containment shall be configured to allow shipment of the primary tank inside of the secondary tank. The shipment shall be done without the aid of additional spacer blocks which can be lost during shipment causing tank damage.
- C. The top head must be integrally molded with the cylinder shell. The minimum thickness of the top head shall be equal to the top of the straight wall. The primary tank top shall be configured to prevent rain water from entering the secondary containment tank. The top head of tanks with 35-60 gallons of capacity shall be designed with a flat top. The top head of tanks with 120-1500 gallons of capacity shall be designed to provide a flat area for fitting locations at the 90, 180 & 270 degree locations as well as the top center area of the tank. The primary tank shall be keyed to the secondary tank preventing primary tank rotation. The secondary containment shall have 115% of the normal fill capacity of the primary tank.
- D. Tank sizes from 275-500 gallons shall have a containment equipped with molded-in fork-lift channels.
- E. Tanks with 1000-1500 gallons of capacity shall have a minimum of 4 lifting lugs integrally molded into the top head. The lifting lugs shall be designed to allow erection of empty primary and secondary tanks. Tanks shall be capable of being lifted into position as a unit (primary and secondary tanks).

- F. Tanks 120-1500 gallons of capacity shall be designed to provide a minimum of 4 tie-down lugs integrally molded into the top head. The tie-down lugs shall be designed to allow tank retention in wind and seismic loading situations without tank damage. The primary/secondary tank unit shall be configured to allow direct primary tank base retention for seismic load conditions. The base retention unit shall be anchor bolted to an appropriate structure and not require additional spacer blocks. Refer to section 2.02 H. for tank tie-down accessories.

Table II – Tank Schedule

Tank Reference #	1
Quantity	1
Brand	Snyder
Model #	5990702N
Capacity	405 Gallon
Diameter (nominal)	45"
Height (feet) maximum	74'"
Tank Resin (primary/secondary)	XLPE
Manway Type	18" PE Threaded/ vented w/ 15" Access
Fitting Material	PVC
Gasket Material	EPDM
Bolt Material	316SS

Note: Useable Volume is the height between the drain outlet and the "Full" line on the tank. Specified tank volume is larger than the useable volume. Check useable volume for tanks designed to take full truck loads.

1.08. QUALITY ASSURANCE & TEST METHODS

- A. The tanks of the same material furnished under this Section shall be supplied by a manufacturer who has been regularly engaged in the design and manufacturing of rotationally molded polyethylene chemical storage tanks using cross-linked and high-density linear polyethylene tanks for over ten years.
- B. Dimensions and Tolerances
1. All dimensions will be taken with the tank in the vertical position, unfilled. Tank dimensions will represent the exterior measurements.
 2. The tolerance for the outside diameter, including out of roundness, shall be per ASTM D1998.
 3. The tolerance for fitting placements shall be +/- 0.5 in. in elevation and 2 degrees radial at ambient temperature.

C. Low Temperature Impact Test *(copy of the test report will be provided if ASTM documents are ordered)*

1. Test specimens shall be taken from fitting location areas.
2. Test specimens shall be conditioned at (- 40) degrees Fahrenheit for a minimum of 2 hours.
3. The test specimens shall be impacted in accordance with the standard testing methods as found in ASTM D1998. Test specimens < ½" thickness shall be tested at 100 ft. lb. Test specimens > ½" thickness shall be tested at 200 ft. lb.

D. Degree of Crosslinking Test (% Gel – Type I Resin Only)

1. The test method used is to be the o-xylene insoluble fraction (gel test) per ASTM D2765 Method C. This test method is for determination of the ortho-xylene insoluble fraction (gel) of crosslinked polyethylene. A Gel test will be conducted if ordered by the customer.
2. The percent gel level for Type I tanks on the inside 1/8 in. of the wall shall be a minimum of 65%.

E. Ultrasonic tank thickness test *(copy of the test report will be provided if ASTM documents are ordered)*

1. Tanks smaller than 2000 gallons are only periodically measured at the start of a production run or after any design changes. Customers can place an order for tank wall thickness measurements on smaller tank sizes when placing the original order. A copy of the test report will be provided if ordered.

F. Hydrostatic water test

1. The hydrostatic water test shall consist of filling the primary tank to brim full capacity for a minimum of four hours and conducting a visual inspection for leaks. A hydrostatic water test will be conducted if ordered by the customer.

G. Workmanship

1. The finished tank wall shall be free, as commercially practicable, of visual defects such as foreign inclusions, air bubbles, pinholes, pimples, crazing, cracking and delaminations that will impair the serviceability of the vessel. Fine bubbles are acceptable with Type II tanks to the degree in which they do not interfere with proper fusion of the resin melt.
2. All cut edges where openings are cut into the tanks shall be trimmed smooth.

Table III – Fitting and Accessory Schedule

Tank Number	TNK - 1
Description	Quantity
Inlet / Fill	1
Outlet	1
Drain	1
Vent	1
Manway	1

Lifting Lugs	1
Tie-down Lugs	1
Seismic/Wind Tie-down	1
Heat Trace	1

PART 2 – FITTINGS & ACCESSORIES

2.01. TANK FITTINGS

A. Vents

1. Each tank must be properly vented for the type of material and flow rates expected. Vents must comply with OSHA 1910.106 (f) (2) (iii) or other accepted standard. All tanks must be vented for atmospheric pressure as well as any pressure created by filling and emptying the tank. Some applications may require a sealed tank with a vent line going to a scrubber system for proper chemical safety. Venting equipment should be sized to limit pressure or vacuum in the tank to a maximum of 1/2" of water column (0.02 psi). U-Vents are offered in sizes from 1 in. to 6 in. with or without mesh insect screening. U-Vents with mesh screening may require additional sizing due to reduced air-flow rates. Consult the manufacturer for necessary venting and placement information.
2. All u-vents shall be constructed of PVC or other specified materials.
3. When a tank is being filled from a pressurized tanker truck or rail car steps need to be taken to avoid pressurizing the tank. The tank may require a secondary surge protection lid to avoid any pressure build up. The surge protection lid is to be a 14" or 18" hinged and be design that it is self-closing.
- 4.. To avoid the air surge and over-pressurization from a tank being filled from a pressurized tanker truck or rail car, the 18" (26" x 11.7") polyethylene mushroom vent could be used on 1000 to 1500 gallon size DCTs. The mushroom vent is rotationally molded with Type II, HDLPE. The vent is to be attached to the tank with (8) screws and a bead of silicone sealant. The underside of the vent has 1/8" poly mesh insect screen. The mushroom vent requires a 19" diameter flat surface on the tank for installation.

B. Flexible Connections

1. All tank fitting attachments shall be equipped with flexible couplers or other movement provisions provided by the tank customer. The tank will deflect based upon tank loading, chemical temperature and storage time duration. Tank piping flexible couplers shall be designed to allow 4% tank design movement. Movement shall be considered to occur both outward in tank radius and downward in fitting elevation from the neutral tank fitting placement.
2. The flexible connection is to be manufactured of the same material as the tank or a compatible material approved by the project engineer. If an elastomer flexible connection is used control bolts are required if recommended by the manufacturer. The flexible connection is to be designed for a

minimum of 4% tank movement. The flexible connection is to be designed with 150# flange connections to allow for attachment to the tank and the piping system. The flexible connection is to be attached as close as possible to the tank to reduce stress.

2.02. TANK ATTACHMENTS

A. Level Indication

1. Sight Level Gage

- a. The sight level gage shall be constructed of flexible PVC tubing to allow for tank contraction and expansion due to loading and temperature changes. The level gage shall be connected to the tank at the top of the tank with 1ea. appropriate 3/4" fitting as described in section 2.01 A, C or D and to a tee off of the drain / transition fitting. Each fitting can have valves installed for isolation or drainage purposes.

B. Tie Down Systems

1. The tie down system shall be designed to withstand 150 MPH wind loads. Tie down systems are based on requirements for nonbuilding structures and must meet seismic requirements per IBC 2015 / CBC 2016 code with seismic loads $\leq .445g$ (Seismic Design Category "D" - $F_a=1.0$, $F_v=1.5$, $S_s=1.4$, $S_1=0.5$). Anchor bolts shall be provided by the contractor per the calculations and the base plates for the system. A registered engineer's wet stamped calculations and or drawings can be required.
2. The tie down system shall be 316 stainless steel.

2.03 WARRANTY

- A. The tank shall be warranted for three years in regard to defects in materials and workmanship. The warranty on fittings and accessories supplied by the tank manufacturer will be for one year. The warranty will begin at time of shipment.

2.04 MARKING, PACKING AND PACKAGING

- A. The tanks shall be marked to identify the product, date (month and year) of manufacture, capacity, and serial number. The tank shall be shipped with a 3 of 9, HRI bar code label containing tank description, manufacturing order number, part number, serial number, manufacturer, and date.
- B. The proper caution or warning signs as prescribed by OSHA standard 29 CFR 1910.106 shall be customer determined and supplied.
- C. All packing, packaging, and marking provisions of ASTM Practice D3892 shall apply to this standard.

- D. All fittings that do not interfere with tank shipment shall be installed unless otherwise specified. Fittings and accessories that interfere with tank shipment or could be broken during shipment should be shipped separately.
- E. Permanent Labels:
 - 1. Engraved stainless steel identification plate. (to be supplied by the contractor).
 - 2. National Fire Protection Association label specifically coded for the tank contents in accordance with NFPA 30. (to be supplied by the contractor).
 - 3. Stencil the chemical label on to the tank wall to be clearly visible from outside the tank enclosure. (to be supplied by the contractor).

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install the polyethylene tanks in accordance with the Drawings and the manufacturer's instructions. The manufacturer's inspector available if requested to witness the off-loading of the tanks and inspect the foundations prior to tank setting. He or she shall certify that the tanks were properly installed with no defects evident during inspection or field testing.
- B. Tanks shall be installed on a level, smooth concrete pad designed for load weight. All debris and protrusions shall be removed before setting tank.
- C. 316SS Anchor bolts shall be drilled after arrival and setting of tanks on concrete pad.
- D. The contractor shall provide all materials, labor, equipment, and incidentals required to facilitate anchoring of liquid level devices.
- E. Flanges are required to avoid continuous weight such as pipes, valves, and all accessories. All weight needs to be supported by the ground and not supported solely by flanges on the tank.
- F. Tank must be isolated from any vibration source using adapters such as but not limited to expansion joints.
- G. Tanks and support members shall be anchored in their final position according to the manufacturer's recommendations prior to the field test and any repair work.

3.02 FIELD INSPECTION AND TESTING

- A. The Manufacturer can provide if requested, the services of their shop inspector for field inspection and testing of the tanks supplied. Contractor is to coordinate with manufacture if this is requested. Additional cost for this service will be absorbed by the contractor and should be included in their contract price. No additional cost should be placed on the city for this service.

- B. After installation and inspection, each tank shall be field tested by filling to the overflow with water. The tank and fittings shall hold water without loss, evidence of weeping, or capillary action for a period of 24 hours prior to acceptance. The Engineer may also inspect each tank for defects, damage and conformance with this section.
- C. The manufacturer's inspector is available if requested, to inspect the completed installation after testing and prepare and sign a Field Inspection and Test Report for review by the Engineer. The report shall document the tank field inspection and testing results. Any observed tank defects shall be photographed and described in the report, including recommendations for repair or replacement.
- D. After testing, the contractor shall thoroughly clean and dry tank before use.

3.03 CLEANING

- A. All interior surfaces of the vessel shall be cleaned before shipment. This includes all loose or removable polyethylene accessories.
- B. Each surface to be cleaned shall be cleaned with a mild detergent capable of removing grease, oil, or other residue, no abrasive cleaning agents shall be used. This detergent shall then be thoroughly rinsed off with fresh water through a spray mechanism. Care shall be taken in order to not damage the surface being cleaned.

END OF SECTION

SECTION 46 41 23
SUBMERSIBLE MIXER

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish and install Flygt submersible mixer. Each mixer shall be equipped with 11 HP, submersible electric motor connected for operation on a 460 volt, three phase, 60 hertz, with meters (16 meters minimum) of multi-conductor combined power and monitoring cable. All cables shall carry a CSA approval. Each unit shall be fitted with (10 meter minimum) of lifting cable of adequate strength to permit raising and lowering the mixer. The mixer shall draw 23 amps maximum when operating at the specified BHP (460v). Mixer motor shall have a nameplate rating of 11 hp, with total input power not to exceed KW. The mixer shall have CSA approval.
2. The work included under this Section consists of furnishing and installing submersible mixers, motors, and related equipment, fully tested, complete and in operating condition.
3. Equipment furnished and installed under this Section shall be fabricated, assembled, erected, and placed in proper operating condition in full conformity with detail drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer as approved by the Engineer.

B. RELATED WORK

1. Section 01 33 23 - Shop Drawings, Product Data, and Samples
2. Section 01 60 00 - Product Requirements
3. Section 01 75 16 - Startup Procedures
4. Section 01 78 23 - Operation and Maintenance Data
5. Section 01 78 36 - Warranties
6. Section 09 90 00 - Painting and Coating

1.02 QUALITY ASSURANCE

- A. Unit Responsibility: The mixers, motors, control panel, crane arm assembly and guide bars shall be supplied by the mixer supplier to insure unit responsibility.
- B. Factory Tests: The mixer manufacturer shall perform the following tests on each mixer before shipment from the factory:
 - 1. Propeller, motor rating and electrical connections shall be checked for compliance with specifications.
 - 2. A motor and cable insulation test for moisture content and insulation defects shall be made.
 - 3. The mixer shall be run dry to establish correct rotation and mechanical integrity.
 - 4. The mixer shall be run for 30 minutes submerged a minimum of 9 feet under water. A control measurement of electrical current on all phases shall be made.
 - 5. After the 30 minute operational test the insulation test is to be performed again.

1.03 SUBMITTALS

- A. Shop Drawings and Manufacturer's Literature: For all mixers to be furnished under this Section, the Contractor shall submit shop drawings, including at least the following, to the Engineer for approval in accordance with the provisions of Section 01 33 23:
 - 1. Manufacturer's literature and illustrations.
 - 2. Shop Drawings - including details of mixer assembly and installation layouts and procedures, motor control wiring diagrams, types of materials used in construction, details of all accessories, and dimensions of major components.
- B. Operating Instructions: For all mixers furnished under this Section, the Contractor shall submit operation and maintenance manuals to include the following in accordance with the provisions of Section 01 78 23:
 - 1. General - equipment function, description and normal and limiting operating characteristics.
 - 2. Installation instructions - assembly procedures and alignment and adjustment procedures.

3. Operation instructions - start-up procedures, normal operating conditions, emergency and normal shutdown procedure.
 4. Lubrication and maintenance instructions including a list of at least three acceptable lubricants in each case.
 5. Troubleshooting guide.
 6. Parts list, the predicted life of parts subject to wear and normal delivery times of such parts.
 7. Drawings - cross-sectional view, assembly and wiring diagrams.
 8. Recommended spare parts inventory.
- C. Factory Representative: A factory representative of all major component manufacturers, who has complete knowledge of proper operation and maintenance, shall be provided for three (3) days to instruct representatives of the Owner and the Engineer on proper operation and maintenance. With the permission of the Owner, this work may be conducted in conjunction with the inspection of the installation and test run as provide under PART 3. If there are difficulties in operation of the equipment due to the manufacturer's design or fabrication, additional services shall be provided at no cost to the Owner.
- D. Certifications: The Contractor shall furnish the Engineer with a written certification signed by the manufacturer's representative that the equipment has been properly installed and lubricated, is in accurate alignment, is free from undue stress imposed by piping or mounting bolts and has been operated under full load conditions and that satisfactory operation has been obtained.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver a complete system ready to install as job progress requires.
- B. Store in weathertight building or suitable covering to protect against damage of any nature.
- C. Handle during delivery, storage, and installation in a manner to prevent damage of any nature.

1.05 WARRANTY AND GUARANTEES

- A. The mixer manufacturer shall warrant the mixers being supplied to the Owner against defects in workmanship and materials for a period of one (1) year under normal use, operation and service.

- B. Refer to Section 01 78 36 for additional requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The Contractor shall furnish and install the submersible mixer in the post anoxic basin as shown and specified.
- B. All parts shall be designed and proportioned for ample strength, stability and stiffness for their intended purpose.
- C. Mixers shall be designed for continuous duty operation. They shall provide complete mixing and prevent settlement.
- D. Mixers shall have the following operating characteristics:

ITEM	Post Anoxic Basin
Mixers Required, #	1
Motor Rating, Shaft Hp	11
Voltage	460
Phase	3
Frequency, Hertz	60
Propeller Dia., in.	22 13/16"
Propeller RPM	575
Manufacturer	Flygt
Model	4660

2.02 MANUFACTURERS REQUIREMENTS

- A. The mixing equipment specified herein shall be designed and fabricated by a single manufacturer which shall have sole source responsibility for said equipment.

2.03 MIXER DESIGN

- A. The mixer(s) shall be capable of handling raw, screened liquids such as sewage or industrial effluents or process liquids. The mixer(s) shall be able to be raised and lowered and shall be easily removed for inspection or service without the need for personnel to enter mixing vessel. A sliding guide bracket shall be an integral part of the mixer unit. The entire weight of the mixer unit shall be guided by a single bracket which must be able to handle all thrust created by the

mixer. The mixer, with its appurtenances and cable, shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 40 m.

2.04 MIXER CONSTRUCTION

- A. Each mixer shall be of the integral design, close coupled, submersible type. All components of the mixer, including motor shall be capable of continuous underwater operation. Major mixer components shall be of ASTM 316. The stator housing shall be protected with a mantle of ASTM 316. The oil housing shall be of corrosion resistant plastic. All exposed nuts and bolts shall be of stainless steel.

2.05 BEARINGS

- A. All bearings shall have a minimum B-10 rated life of 100,000 hrs. A single row cylindrical roller bearing, and an angular contact ball bearing shall take up the axial and the radial loads at the motor shaft end while a heavy-duty single row ball bearing shall take up the loads on the propeller end. The bearings shall be pre-loaded by a bearing nut located on the motor end of the shaft in order to reduce shaft deflection and increase bearing life and seal life. Mixers without pre-loaded bearings will not be considered acceptable or equal.

2.06 MOTOR

- A. The mixer motor shall be a NEMA-B design induction type with a squirrel cage rotor, shell type design and be housed in an air filled, watertight chamber. The stator windings and leads shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be trickle impregnated with Class H resin and shall be heat-shrink fitted into the stator housing providing for superior heat transfer. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 40°C (104°F). The motor shall be capable of withstanding at least 15 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminium. Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel. The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C (104°F) ambient and shall have a NEMA Class B maximum operating temperature rise of 80°C (176°F). A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.

2.07 THERMAL SENSORS

- A. Thermal sensors shall be used to monitor stator temperatures. The stator shall be equipped with three (3) thermal switches connected in series and embedded in the end coils of the stator winding. These shall be used in conjunction with, and supplemented to, external motor overload protection, and wired to the control panel.

2.08 ELASTOMERS

- A. All mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber or Viton O-Rings. Metal-to-metal contact between machined surfaces will result in controlled compression of the O-rings without requiring a specific torque limit. No secondary sealing compounds, rectangular gaskets, elliptical O-rings, grease or other devices shall be used.

2.09 PROPELLER

- A. The propeller shall be of (ASTM 316 stainless steel or ASTM 31254 stainless steel construction) dynamically balanced, non-clogging backward curved design. Each blade shall be laser cut and welded to the hub. The propeller shall be capable of handling solids, fibrous materials, heavy sludge and other matter found in normal sewage applications. Alternative construction shall have blades of ASTM 532-80 high chrome cast iron fastened to the hub with rivets. The propeller shall be mm. in dia. and have three (3) vanes set at a blade angle of degrees.

2.10 CABLE ENTRY

- A. The cable entry shall be an integral part of the backplate. The cable entry shall be comprised of two cylindrical elastomer grommets, flanked by washers and a ferrule designed with close tolerance fit against the cable outside diameter and the entry inside diameter. This will provide a leak-proof, torque free seal at the cable entrance. A threaded gland nut shall compress this assembly against a shoulder in the stator housing. The junction chamber and motor compartment shall be separated by a terminal board which shall protect the motor interior from foreign material gaining access through the mixer top. Connection between the threaded compressed type binding posts permanently affixed to the terminal board and thus perfectly leak-proof. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.

2.11 SHROUD ASSEMBLY

- A. The mixer assembly shall incorporate a full 360 degrees shroud around the propeller. A maximum clearance shall be maintained between the propeller tip and the shroud in order to maintain hydraulic efficiency and power consumption. Alternative supply without shroud can

be supplied. PLUG-IN SEAL Each mixer shall be provided with a plug-in seal which combines an inner and outer seal into one rigid unit. The inner and outer seals shall have faces made of tungsten carbide, unless otherwise specified. In order to avoid seal failure, the seal spring shall not be exposed to the mixed media. The seals shall require neither maintenance nor adjustment.

2.12 MIXER DRIVE

- A. The propeller shall be mounted on the same shaft as the motor, for a direct drive configuration. Mixers with gearbox drives shall not be considered acceptable or equal.

2.13 MIXER TEST

- A. The mixer manufacturer shall perform the following inspections and tests on each mixer before shipment from factory: 1. Propeller(s), motor rating(s), and electrical connection(s) were checked for compliance to the purchase order. 2. A motor and cable insulation test for moisture content or insulation defects shall be made. 3. Prior to shipment, the mixer shall be run dry to establish the correct rotation, the mechanical and electrical integrity. Inspections and tests performed confirm the mixer(s) listed met all established quality assurance standards set for similar materials. All mixers shall be warranted against defects in design, workmanship, and material.

PART 3 - EXECUTION

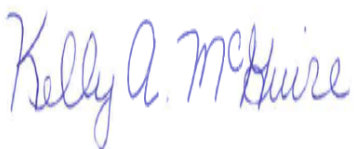
3.01 INSTALLATION

- A. All materials and equipment shall be installed as shown on the Drawings and as recommended by the manufacturer.

3.02 FIELD QUALITY CONTROL

- A. Field Tests: A qualified representative of the mixing system supplier shall inspect the installation and supervise start-up performed by the Contractor's personnel. All components of the systems shall be tested for proper operation during the start-up operation.
- B. Maintenance Procedures: After the equipment has been placed into operation, the qualified representative of the mixing system supplier shall instruct the Owner's personnel in proper operating and maintenance procedures without additional cost to the Owner.

END OF SECTION

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 8.J
Section:	CONSENT AGENDA			
Item Category:	Consent - Disposition Item	Res./Ord. No:		
Strategic Goal:	Governance - Other			
Department:	City Manager			
Subject:	City Manager Status Report, July 2023			
Budget Impact:				
Summary:	This item provides the City Commission monthly information regarding City activities.			
Recommended Action:	This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.			
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200			
Approval:				
Kelly McGuire, Finance Director		6/30/2023		
Claire Whitley, Assistant City Manager		7/7/2023		
Joyce Shanahan, City Manager		7/7/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
From: Joyce Shanahan, City Manager
Date: July 18, 2023
Subject: City Manager Status Report, July 2023
Commission Goal: Governance - Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of citywide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports

Please see the following reports attached to this staff report:

1. Building Permit Activity - June 2023
2. Capital Improvements Program (CIP) Status Report - June 2023
3. Planning Memorandum - June 27, 2023
4. Development Activity Report - June 2023
5. Financial Status Report - May 2023
6. Economic Development Report - June 2023

CIP Projects

2023 Shell Parking Restoration

-A pre-construction meeting was held on June 22.

2023 Storm & Sewer Lining

-Construction is complete.

Hurricane Ian & Nicole Andy Romano Beachfront Park Design & Repairs

-RFQ proposals were received, and the scoring committee meeting was held on June

27. Award recommendation is scheduled for the August 1 City Commission meeting.

Workshops

All dates and topics are tentative and subject to change. Some items might be presented as discussion items on the regular Commission agenda.

Date

July 18

Topic

Operating Budget Workshop

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

1. Building Permit Activity - June 2023
2. Capital Improvements Program (CIP) Status Report - June 2023
3. Planning Memorandum - June 27, 2023
4. Development Activity Report - June 2023
5. Financial Status Report - May 2023
6. Economic Development Report - June 2023

Approvals:



Kelly McGuire, Finance Director

Date: June 30, 2023



Claire Whitley, Assistant City Manager

Date: July 07, 2023



Joyce Shanahan, City Manager

Date: July 07, 2023

Monthly Building Permit Summary

June 1 to June 30, 2023 versus June 1 to June 30, 2022 and year to date:

Total Building Permits Issued, including	6/1 to 6/30/2023	6/1 to 6/30/2022	FY2022-23 year to date (6/30/23)	FY2021-22 year to date 6/30/22
Business Fire Inspection	3	15	36	45
Business Tax Receipt	10	9	92	64
Clearing, Tree Removal, Vegetation	25	27	144	182
Commercial Alterations	5	9	33	50
Commercial Buildings	1	0	10	6
Commercial Re-roof	7	4	42	23
Demolition	1	0	10	24
Dock	4	2	15	18
Door	19	21	190	202
Electrical (residential & commercial)	31	34	252	232
Fire Protection Systems	2	3	23	28
Garage or Carport	4	4	46	25
Garage sale	27	40	577	559
Gas	11	6	51	39
Generator	4	5	40	38
LDC (Driveways/Fences)	71	54	500	463
Mechanical (residential & commercial)	110	108	665	749
Mobile home set-up	3	4	41	20
Multi-Family Homes	0	0	0	68
Other categories (all other permits not listed)	28	15	204	236
Plumbing (residential & commercial)	12	16	134	116
Residential Remodel/Additions	10	12	68	90
Residential re-roof	117	124	1,211	1,073
Screen room/hard roof	3	3	7	20
Screen enclosure only	5	6	61	45
Shed	0	0	1	9
Signs	3	7	61	95
Single Family Homes	1	4	14	63
Site permit	3	5	18	13
Solar	16	23	121	102
Special Events	4	5	70	70
Swimming pool	7	10	65	77
Utility connection only	4	2	45	81
Windows	61	57	453	423
Total permits	612	634	5,300	5,348
Total Valuation	\$13,832,652	\$13,958,651	\$141,379,223	\$153,858,818
Total fees	\$65,558	\$77,674	\$618,410	\$755,750

CIP Status - July 5, 2023

Project	Project Name	Grant Funded		Percent Complete	Date Complete	Budget		
						Budget Amount	Contract Amount	Percent Spent
Fund 104 - Community Redevelopment								
104056	Cassen Park Improvements		Design/Bidding	20%		\$ 203,000	\$ 202,155	11%
			Construction	0%		\$ 865,000		
			Total			\$ 1,068,000	\$ 202,155	
104057	Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	95%			In-House	
			Construction	0%		\$ 60,000		
			Total			\$ 60,000	\$ -	
104064	Downtown Sidewalk Renovations/Banding		Design/Bidding	100%	12/6/2022		In-House	
			Construction	0%		\$ 1,400,000	\$ 2,818,050	0%
			Total			\$ 1,400,000	\$ 2,818,050	
104076	Downtown East Granada Utility Undergrounding		Design/Bidding	95%		\$ 20,000	\$ 27,500	75%
			Construction	0%		\$ 100,000		
			Total			\$ 120,000	\$ 27,500	
Fund 110 - Economic Development								
110012	Business Park Drive Ph II		Design/Bidding	99%		\$ 195,000	\$ 104,695	99%
			Construction	0%		\$ 1,112,000		
			Total			\$ 1,307,000	\$ 104,695	
Fund 301 - General Fund								
CDB23	CDBG North Ridgewood Sidewalk Improvements	CDBG 100%	Design/Bidding	100%	6/6/2023		In-House	
			Construction	0%		\$ 151,165	\$ 118,224	
			Total			\$ 151,165	\$ 118,224	
301173	PD Roof Replacement		Design/Bidding	75%			In-House	
			Construction			\$ 345,000		
			Total			\$ 345,000	\$ -	
301258	PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
			Construction	26%		\$ 225,000	\$ 598,596	26%
			Total			\$ 262,000	\$ 636,012	
301261	PAC Renovations	ECHO \$600,000	Design/Bidding	100%	3/21/2023	\$ 77,000	\$ 76,536	62%
			Construction	15%		\$ 1,630,000	\$ 1,726,865	6%
			Total			\$ 1,707,000	\$ 1,803,401	
Fund 308 - Transportation								
308231	Doug Thomas Way Extension		Design/Bidding	95%		\$ 90,000	\$ 88,800	94%
			Construction	0%		\$ 792,000		
			Total			\$ 882,000	\$ 88,800	
Fund 317 - Facility R & R Fund								
317549	Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
			Construction	0%		\$ 97,000	\$ 96,735	0%
			Total			\$ 97,000	\$ 96,735	
317550	SONC Rental Pavilion Replacement		Design/Bidding	100%	5/16/2023		In-House	
			Construction	0%		\$ 65,000	\$ 90,335	0%
			Total			\$ 65,000	\$ 90,335	

CIP Status - July 5, 2023

Project	Project Name	Grant Funded		Percent Complete	Date Complete	Budget		
						Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements								
409151	Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	30%		\$ 46,000	\$ 46,390	28%
			Construction	0%		\$ 240,000		
			Total			\$ 286,000	\$ 46,390	
409236	WTP Aeration, Clearwell & Splitter Box (Bids Rejected-will split into 2 smaller projects)		Design/Bidding	100%	6/2/2023	\$ 247,500	\$ 189,266	99%
			Construction	0%		\$ 1,484,000		
			Total			\$ 1,731,500	\$ 189,266	
409243	WRF Clarifier Improvements		Design/Bidding	100%	8/16/2022	in WRF Upgrades Design		100%
			Construction	91%		\$ 550,000	\$ 546,700	91%
			Total			\$ 550,000	\$ 546,700	
409243	WRF Upgrades		Design/Bidding	95%		\$ 136,000	\$ 135,642	89%
			Construction	0%		\$ 2,000,000		
			Total			\$ 2,136,000	\$ 135,642	
Fund 433 - Reuse Impact Fee Fund								
433002	Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD	Design/Bidding	25%		\$ 150,000	\$ 81,840	0%
			Construction	0%				
			Total	0%		\$ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds								
434031	Hudson Wellfield Expansion		Design/Bidding	30%		\$ 300,000	\$ 292,964	29%
			Construction	0%		\$ 1,300,000		
			Total	0%		\$ 1,600,000	\$ 292,964	
435045	Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	0%		\$ 160,000	\$ 83,760	0%
			Construction	0%		\$ 1,440,000		0%
			Total	0%		\$ 1,600,000	\$ 83,760	
435046	WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	10%		\$ 270,000	\$ 272,800	6%
			Construction	0%		\$ 2,430,000		0%
			Total	0%		\$ 2,700,000	\$ 272,800	
Hurricanes IAN & NICOLE - FEMA								
IAN	Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	95%			In-House	
			Construction	0%		\$ -		
			Total			\$ -	\$ -	
IAN	Hurricane Ian-Roof Replacement Ames House		Design/Bidding	95%			In-House	
			Construction	0%		\$ -		
			Total			\$ -	\$ -	
IAN	Hurricane Ian-Shade Structure Replacements		Design/Bidding	50%			In-House	
			Construction	0%		\$ -		
			Total			\$ -	\$ -	
Annual Projects Fund 107 - Stormwater								
107154	2023 Storm & Sewer Lining		Design/Bidding	100%	3/21/2023		In-House	
			Construction	97%		\$ 950,000	\$ 980,464	97%
			Total			\$ 950,000	\$ 980,464	
107170	Stormwater Construction - Arbor Drive South		Design/Bidding	95%			In-House	
			Construction			\$ 250,000		
			Total			\$ 250,000	\$ -	

CIP Status - July 5, 2023

Project	Project Name	Grant Funded		Percent Complete	Date Complete	Budget		
						Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 308 - Transportation								
308225	2023 Roadway Resurfacing		Design/Bidding	95%			In-House	
			Construction			\$ 750,000		
			Total			\$ 750,000	\$ -	
308250	2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	95%			In-House	
			Construction	0%		\$ 302,500		
			Total			\$ 302,500	\$ -	
Annual Projects Fund 317 - Facility R & R								
317502	Shell Parking		Design/Bidding	100%	5/16/2023		In-House	
			Construction	0%		\$ 51,000	\$ 50,665	0%
			Total			\$ 51,000		
Annual Projects Fund 409 - Water/Wastewater System Improvements								
409231	2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
			Construction	2%		\$ 350,000	\$ 398,250	0%
			Total			\$ 350,000	\$ 398,250	
409271	2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	20%		\$ 165,000	\$ 164,612	16%
			Construction	0%				
			Total			\$ 165,000	\$ 164,612	

**CITY OF ORMOND BEACH
FLORIDA
PLANNING MEMORANDUM**

TO: City Commission
Joyce A. Shanahan, City Manager
Ginger Montgomery, Executive Assistant
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager

Susan Dauderis, City Clerk
Taylor Lochert, Assistant City Clerk
Steve Johnson, GIS
Cassidi Ritz, Paralegal
Cindy Pinizzotto, Senior Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: June 27, 2023

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

MTG. DATE	MTG.	SUBMIT DEADLINE	ITEM				
6/28			Vulnerability Analysis Community Workshop – Room 103 – 5:30 pm – with the East Central Florida Regional Planning Council				
7/5	BOAA		33 Wilmette Avenue				
7/11	BFAB						
7/13	PB		Tomoka Reserve Location Change: Calvary Christian Church, 1687 West Granada Boulevard – 6 pm				
7/17	HLPB						
7/18	CC	6/21 moved to 6/16	2 nd Reading				
			Item	Letter	To NJ	NJ Ad run	
			(CC#588) Portion of Harmony Avenue, Annexation (80%)	7/3	6/28	7/7	
			1 st Reading				
			Item	Letter	To NJ	NJ Ad run	
			(CC#601) Ormond Enclave, ZMA – B-4 to PBD (43%)	7/3	6/28	7/7	
			(CC#602) Ormond Enclave, ZMA – R-3 to PRD (57%)	7/3	6/28	7/7	
			(CC#603) Ormond Enclave, Issuance of DO (57%)	7/3	6/28	7/7	
			(CC#604) 121 East, Zoning Map Amendment (71%)	7/3	6/28	7/7	
			(CC#605) 121 East, Issuance of Development Order (71%)	7/3	6/28	7/7	
			(CC#606) 860 Hull Road, Land Use Amendment (71%)	7/3	6/28	7/7	
			(CC#607) LDC Amendment, I-2 zoning district (71%)	NA	6/28	7/7	
			(CC#608) 204 Magnolia Dr., Land Use Map Amend. (71%)	7/3	NA	NA	
			(CC#609) 901 Airport Road, Land Use Map Amend.(71%)	7/3	NA	NA	

MTG. DATE	MTG.	SUBMIT DEADLINE	ITEM			
7/18	CC	6/21 moved to 6/16	Resolution – one reading			
			Item	Letter	To NJ	NJ Ad run
			(CC#612) Mister Car Wash, SE (57%)	7/3	6/28	7/7
			(CC#613) Archer’s Mill, Phase 2 Preliminary Plat (71%)	NA	6/28	7/7
			(CC#614) Archer’s Mill, Phase 3 Preliminary Plat (71%)	NA	6/28	7/7
			(CC#615) 203 Tomoka Avenue, parking agreement (71%)	NA	NA	NA
8/1	CC	7/5	2 nd Reading			
			Item	Letter	To NJ	NJ Ad run
			(CC#601) Ormond Enclave, ZMA – B-4 to PBD (14%)	7/3	7/17	7/21
			(CC#602) Ormond Enclave, ZMA – R-3 to PRD (14%)	7/3	7/17	7/21
			(CC#603) Ormond Enclave, Issuance of DO (14%)	7/3	7/17	7/21
			(CC#604) 121 East, Zoning Map Amendment (71%)	7/3	7/17	7/21
			(CC#605) 121 East, Issuance of Development Order (71%)	7/3	7/17	7/21
			(CC#607) LDC Amendment, I-2 zoning district (71%)	7/3	7/17	7/21
			(CC#608) 204 Magnolia Drive, Land Use Map Amend. (71%)	7/3	7/17	7/21
			(CC#609) 901 Airport Road, Land Use Map Amend.(71%)	7/3	7/17	7/21
			1 st Reading			
			Item	Letter	To NJ	NJ Ad run
			Bradford Park Annexation	7/14 VC	7/25 & 8/1	8/1 & 8/8
			8/2	BOAA		
8/10	PB		Archer’s Mill, Phase 4 Preliminary Plat Archer’s Mill, Phase 5 Preliminary Plat Archer’s Mill, Phase 6 Preliminary Plat Bradford Lakes, Preliminary Plat Archer’s Mill, Phase 1 Final Plat Tides at Ormond Beach, Final Plat LDC Amendments, platting			
8/15	CC	7/19	1 st Reading			
			Item	Letter	To NJ	NJ Ad run
			(CC#610) LDC Amendment, Certificate of Use (0% - 6/5/23)	NA	7/31	8/4
			(CC#611) COO Amendment, Certificate of Use (0% - 6/5/23)	NA	7/31	8/4
			(CC#619) 901 Airport Road, Zoning Map Amendment (0% - 6/5/23)	8/1	7/31	8/4
			2 nd Reading			
			Item	Letter	To NJ	NJ Ad run
			Bradford Park Annexation (not submitted)	7/14 VC	7/25 & 8/1	8/1 & 8/8
TOMOKA RESERVE – TO BE DETERMINED						

MTG. DATE	MTG.	SUBMIT DEADLINE	ITEM				
8/21	HLPB						
9/6 DATE CHANGE	CC	8/9	2 nd Reading				
			Item	Letter	To NJ	NJ Ad run	Post
			901 Airport Road, Zoning Map Amendment	8/1	8/21	8/25	NA
			LDC Amendment, Certificate of Use	NA	7/17	7/21	NA
			COO Amendment, Certificate of Use	NA	7/17	7/21	NA
			1 st Reading				
			Item	Letter	To NJ	NJ Ad run	
			(CC#610) LDC Amendment, Certificate of Use (0% - 6/5/23)	NA	8/21	8/25	
			(CC#611) COO Amendment, Certificate of Use (0% - 6/5/23)	NA	8/21	8/25	
			(CC#619) 901 Airport Road, Zoning Map Amendment (0% - 6/5/23)	8/21	8/21	8/25	
			9/6	BOAA			
9/12	PB		860 Hull Road, Zoning Map Amendment 2045 Comprehensive Plan update, Introduction and discussion				
9/18	HLPB						
9/20 DATE CHANGE	CC	8/23					
10/4 DATE CHANGE	CC	9/6					
10/4	BOAA						
10/10	BFAB						
10/12	PB						
10/16	HLPB						
10/17	CC	9/20	2 nd Reading				
			Item	Letter	To NJ	NJ Ad run	
			860 Hull Road, Land Use Amendment	10/1	10/2	10/6	
			Discussion				
			Item	Letter	To NJ	NJ Ad run	
			2045 Comprehensive Plan update, Introduction and discussion	NA	NA	NA	
10/26			Public Meeting, 2045 Comprehensive Plan update Presentation, summary and Identification of any key issues				

MTG. DATE	MTG.	SUBMIT DEADLINE	ITEM				
11/1	BOAA						
11/7	CC						
11/9	PB		2045 Comprehensive Plan EAR update, Future Land Use Element Comprehensive Plan amendment, CIE tables				
11/20	HLPB						
11/21	CC		1st Reading				
			Item	Letter	To NJ	NJ Ad run	
			860 Hull Road, Zoning Map Amendment	11/7	11/6	11/10	
12/5	CC		2nd Reading				
			Item	Letter	To NJ	NJ Ad run	
			860 Hull Road, Zoning Map Amendment	11/7	11/15	11/22	
12/6	BOAA						
12/7	PB		2045 Comprehensive Plan EAR update, Housing, Recreation, and Intergovernmental Elements				
12/18	HLPB						

Planning related City Commission items to be advertised by City Clerk's office

July 18, 2023 (Note July 4th holiday)

#	Item	Ad to be sent	Type	Run Date
1.	Ormond Enclave, Zoning Map Amendment – B-4 to PBD	6/28	Display	7/7
	Ormond Enclave, Zoning Map Amendment – R-3 to PRD			
	Ormond Enclave, Issuance of Development Order			
2.	121 East, Zoning Map Amendment	6/28	Display	7/7
	121 East, Issuance of Development Order			
3.	860 Hull Road, Land Use Amendment	6/28	Display	7/7
4.	LDC Amendment, I-2 zoning district	6/28	Display	7/7
5.	49 South Yonge Street, Mister Car Wash	6/28	Legal	7/7
6.	Archer's Mill, Phase 2 Preliminary Plat	6/28	Legal	7/7
7.	Archer's Mill, Phase 3 Preliminary Plat	6/28	Legal	7/7
8.	Portion of Harmony, Annexation	6/27 & 6/30	Display	7/4 & 7/11

August 1, 2023

#	Item	Ad to be sent	Type	Run Date
1.	Ormond Enclave, Zoning Map Amendment – B-4 to PBD	7/17	Display	7/21
	Ormond Enclave, Zoning Map Amendment – R-3 to PRD			
	Ormond Enclave, Issuance of Development Order			
2.	121 East, Zoning Map Amendment	7/17	Display	7/21
	121 East, Issuance of Development Order			
3.	860 Hull Road, Land Use Amendment	7/17	Display	7/21
4.	LDC Amendment, I-2 zoning district	7/17	Display	7/21
5.	49 South Yonge Street, Mister Car Wash	7/17	Legal	7/21
6.	Archer's Mill, Phase 2 Preliminary Plat	7/17	Legal	7/21
7.	Archer's Mill, Phase 3 Preliminary Plat	7/17	Legal	7/21
8.	Bradford Park, Annexation (letter to County Manager – 7/14)	7/25 & 8/1	Display	8/1 & 8/8

Planning projects

		Activity in last 14 days	Item completed
#	Project	Status	Staff Contact
Studies			
1.	FDEP Resiliency Grant	Grant awarded. Present to CC for acceptance and approved on 10/18/22. Kickoff meeting occurred with ECFRPC and staff on Monday, 2/06/23. June 28, 2023 - Public meeting, CC Conference Room, 5:30 to 7:30 pm.	BW
3.	Stormwater Master Plan implementation	Land Development and Comprehensive Plan amendments resulting from the adoption of the Stormwater Master Plan.	DEA/Eng
4.	Former Riverbend Golf Course (Economic Development lead)	Provided comments on scope of services to Economic Development Director. Approved on 10/05/21 City Commission agenda.	ED
5.	Water Supply Work Program	Required by the state. Due August 2023.	Utilities/SSS
Downtown			
6.	Sidewalk banding	Approved at 12/06/22 City Commission meeting. Awaiting construction start date.	Engineering
7.	Cabinet Wraps	Awaiting on artist agreements.	BW
8.	Cassen Park (Engineering lead - design)	Engineering lead. Approved at 12/06/22 City Commission meeting.	Engineering
Development projects			
9.	Former Tomoka Golf course	Neighborhood meeting occurred on 02/08/2023. https://www.ormondbeach.org/1013/Tomoka-Reserve 4 th submittal under SPRC review PB date – 7/13/2023	SSS/SPRC
10.	Ormond Enclave (former Courtyards at Ormond Beach)	Neighborhood meeting held on 01/17/23. Planning Board: 06/08/23 (Approved with conditions) City Commission: 07/18/23 & 8/1/23 https://www.ormondbeach.org/1029/Ormond-Enclave	SSS/SPRC
11.	860 Hull Road, Halifax Paving	Annexation: 05/02/23 & 05/26/23 City Commission Land Use: PB: 6/8/23 (approved), CC 7/18/23 (transmittal) Zoning: To be determined	SSS
12.	121 East	24 multi-family units – Planned Business Development Neighborhood meeting held. Planning Board: 06/08/23 (Approved) City Commission: 07/18/23 & 8/1/23 https://www.ormondbeach.org/1027/121-East	SSS/SPRC
13.	Mister Car Wash, 49 South Yonge Street	Closed drive aisle, add vacuum cleaning stations along U.S. Highway 1 - Special Exception. Planning Board: 06/08/23 (Approved) City Commission: 07/18/23 https://www.ormondbeach.org/247/Development-Projects	SSS/SPRC
14.	Archer's Mill, Phase 2 Preliminary Plat	Planning Board: 06/08/23 (Approved) City Commission: 07/18/23 https://www.ormondbeach.org/247/Development-Projects	SSS/SPRC

#	Project	Status	Staff Contact
15.	Archer's Mill, Phase 3 Preliminary Plat	Planning Board: 06/08/23 (Approved) City Commission: 07/18/23 https://www.ormondbeach.org/247/Development-Projects	SSS/SPRC
Permitting software			
16.	Tyler/Energov Upgrade	Go live: 10/30/2023 Creation of processes. Conversion of existing permitting software. Working on validation testing of applications, code enforcement module, and conversion of Naviline data.	CB/CE/RG/SSS
Land Development Code/Zoning amendments			
17.	Land Development Code Amendment: Business Tax Receipt process	Amend BTR process, create certificate of use. Planning Board: 05/11/23 City Commission: 8/15/23 & 09/06/23 Under City Attorney's Office review.	RG
18.	Land Development Code Amendment: Creation of I-2 zoning district	Would apply to existing Volusia County land area north of Hull Road. Planning Board: 06/08/23 (Approved), CC 7/18/23 and 8/1/23.	SSS
19.	901 Airport Road	Amend land use and zoning to reflect city/county/SJRWMD purchase of property for preservation/park land. Planning Board: 05/11/23 (Approved) City Commission: 07/18/23 and 08/01/23	BW
20.	204 Magnolia Avenue	Amend land use from "Public Institutional". Planning Board: 05/11/23 (Approved) City Commission: 07/18/23 and 08/01/23	BW
21.	Land Development Code Amendment: Preliminary and Final Plats	To be determined	
22.	Discussion item: Electronic Changeable Copy Signage	To be determined	
23.	860 Hull Road, Land Use and Zoning	Land Use: Planning Board: 06/08/23 (Approved), City Commission 7/18/23 (transmittal) Zoning: Undetermined	SSS
Miscellaneous			
24.	State law changes	Implement changes based upon recent legislation. Include HB1059 and condo maintenance for multi-story buildings.	SSS/TG
25.	MacDonald House renaming recommendation of HLPB	Discussion item prepared. No City Commission date determined.	BW
26.	Harmony (partial) right-of-way annexation	City Commission: 06/08/23 (approved) and 07/18/23	SSS
27.	Bradford Park Annexation	Land area by Pennsylvania Avenue and Plantation Oaks Boulevard.	SSS/SPRC
Preliminary Plats			
28.	Archer's Mill, Phase 2	In Review. Planning Board 6/08/23.	SPRC
29.	Archer's Mill, Phase 3	In Review. Planning Board 6/08/23.	SPRC
30.	Archer's Mill, Phase 4	First SPRC review. In review.	SPRC

#	Project	Status	Staff Contact
31.	Archer's Mill, Phase 5	First SPRC review. In review.	SPRC
32.	Archer's Mill, Phase 6	First SPRC review. In review.	SPRC
33.	Tattersall at Tymber Creek	First SPRC review. Comments issued.	SPRC
Final Plats			
34.	Plantation Oaks, Unit 1A (Tiger Oaks)	Preliminary plat approved. Project under construction. Final plat comments provided. Approved on 06/07/22 & 07/19/22 City Commission meetings.	SPRC
35.	Archer's Mill, Phase 3A (Plantation Oaks)	Preliminary plat approved. Project under construction. Final plat under review.	SPRC
36.	Tides at Ormond Beach	Preliminary plat approved. Submitted final plat for SPRC review.	SPRC
Comprehensive Plan – 2045 update			
37.	Format Goals, Objectives, Policies for review	Due June 15, 2023	BW/MM
38.	Internal Review of Comprehensive Plan Elements	July through December	SSS
39.	Planning Board review of Elements	Tentative start November 9, 2023	SSS

Completed

#	Project	Status	Staff Contact
1.	1405 North US Highway 1	5.26 parcel annexation, approved at 9/21/22 and 10/05/22 City Commission meetings.	SSS
2.	Joint purchase of the Penland property – Volusia Forever	Joint purchase of a 19-acre parcel with St. Johns River Water Management District and Volusia County. Property would be under a conservation easement and would allow passive recreation for bike and walking trails. Discussion item occurred August 16, 2022. Joint Participation. Agreement approved at 09/21/22 City Commission meeting. Closing date is January 2023.	SSS/BW
3.	North Interchange storage/warehouse	1. Approved by Planning Board (5-0) with some conditions. 2. Approved 10/18/22 & 11/01/22 CC. 3. https://www.ormondbeach.org/1021/North-Interchange	SSS/SPRC
4.	Non-RidgeHaven parcels	1. Zoning amendments for properties in 2nd ISBA amendment not owned by RidgeHaven. 2. Approved by Planning Board (5-0) on 09/08/22. 3. Approved 10/18/22 & scheduled for 11/01/22 CC.	BW

5.	Volusia County parkland	1. Amend land use and zoning to Special Environmental. 2. Approved by PB on 08/11/22. 3. Land use scheduled for 09/21/22 & 10/05/22 City Commission meetings. 4. Zoning - Approved 10/18/22 & 11/01/22 CC.	SSS
6.	NFIP Community Assistance Visit (Audit)	Florida Department of Emergency Management Office of Floodplain Management (OFM) found the City of Ormond Beach compliant with the floodplain management program and deemed eligible to continue participating in the National Flood Insurance Program (NFIP).	BW
7.	Tattersall at Tymber Creek	1. 129-unit subdivision and associated site improvements. 2. Neighborhood meeting on 08/23/22. 3. Planning Board approved 4-1 on 09/08/22. 4. Approved 10/18/22 & 11/01/22 CC. https://www.ormondbeach.org/1024/Tattersall-at-Tymber-Creek	SSS/SPRC
8.	CRS 5-year Cycle Visit (Audit)	Completed-City will improve CRS rating to a “5” effective October 1, 2023.	BW
9.	Paradise Pointe Wall Waiver	Denied at Planning Board (6-1). Approved at City Commission on 12/06/22.	SSS
10.	Expiration of variance	Allow 1-year extension. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
11.	ISBA update	Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
12.	Pool screen enclosure setback	Review pool screen enclosure setbacks. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
13.	Townhomes	Review existing standards. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
14.	Easements, Flagler County	Celedine	SSS
15.	Archer’s Mill Preliminary Plat	94 units. Recommended for approval at 12/05/22 Planning Board. Scheduled for 01/10/23 CC.	SSS
16.	251 South Atlantic Avenue, vacant lot – Ormond Holdings LLC	Neighborhood meeting held on 09/14/22. Recommended for approval at 12/05/22 Planning Board. Approved at 01/10/23 CC meeting & second reading on 01/24/23 CC. https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC	SSS/SPRC
17.	West Street partial ROW Vacation	<u>Notice of Intent:</u> City Commission: 12/06/22 – Approved	SSS

		<u>Vacation Ordinance:</u> Approved by City Commission: 01/10/23 & 01/24/23.	
18.	Tides Edge Preliminary Plat	15 units. Preliminary Plat approved at 01/24/23 CC.	SSS/SPRC
19.	Ormond Central Self-Storage	Three story climate controlled self-storage facility that is a total of 106,140 square feet. Recommended for approval at 12/08/22 Planning Board. Approved on 02/07/23 by City Commission. https://www.ormondbeach.org/1025/Ormond-Central-Self-Storage	SSS/SPRC
20.	Stor-It, North Ormond	Self-storage facility. Neighborhood meeting: 11/17/22 Planning Board: 12/08/22 (recommended approval) City Commission Approved: 01/24/23 & 02/07/23 https://www.ormondbeach.org/1026/Stor-It	SSS/SPRC
21.	RidgeHaven West	Land Use Amendment: Recommended for approval at 12/05/22 Planning Board. Land use amendment approved on 01/10/23 CC meeting & 01/24/23 CC meeting. Zoning Amendment: Recommended for approval at 12/05/22 Planning Board. Approved by City Commission on 02/07/23 and 02/21/23. https://www.ormondbeach.org/1033/RidgeHaven-West	SSS
22.	101 Fiesta Drive	Land Use Amendment: Recommended approval with conditions at 12/08/22 Planning Board. Land use approved 02/07/23. Zoning Amendment: Recommended approval with conditions at 12/8/22 Planning Board. Approved on 02/21/23. 2nd reading completed on 03/07/23 for City Commission. https://www.ormondbeach.org/1032/101-Fiesta-Drive	SSS
23.	Cupola Final Plat	City Commission review of Preliminary Plat on 01/18/22. Project under construction. Final plat approved on 01/24/23.	SSS/SPRC
24.	Meter fee update	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS
25.	Fence setback next to ROW	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS
26.	Neighborhood meeting update	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS
27.	Ormond Gateway Preliminary Plat	Revision to approved plat for an 8-lot commercial subdivision. Planning Board: 03/09/23 - Approved City Commission: 04/18/23	SSS
28.	475 North Tymber Creek Road, The Enclave, Rezoning	Zoning Map Amendment from PRD to SR. Planning Board: 03/09/23 – Approved. City Commission: 04/18/23 and 05/02/23.	
29.	Annual Floodplain Management Progress Report	Complete and provide as disposition item on 04/18/23 CC agenda.	BW
30.	Submission of flood related grants on private property	IN progress. Disposition update to CC on 5/16/23.	BW
31.	Impact Fee Update	1. Discussion item completed: 09/07/22 2. CC discussion item completed: 02/21/23 3. PB discussion completed: 03/09/23	SSS/BW

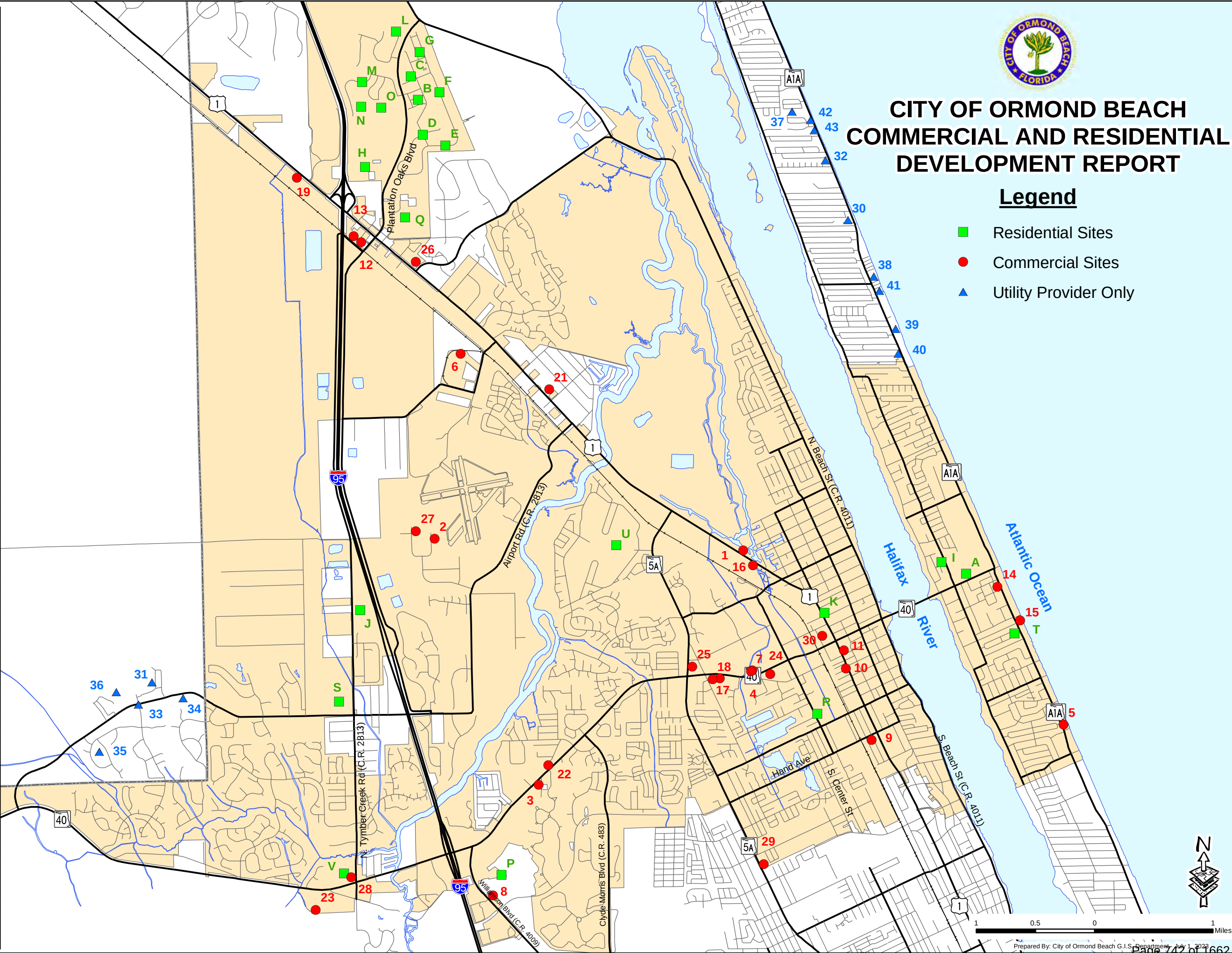
		4. Public meetings: 3/22 & 3/27 5. PB Ordinance review: 04/13/23 - approved 6. CC action: 5/16/23 and 6/6/23 Effective date: 09/04/23	
32.	RidgeHaven	ISBA – complete Annexation – completed 03/1/22 & 03/22/22 – CC Land Use – completed PRD – https://www.ormondbeach.org/1019/RidgeHaven Site plan reviewed and comments issued. Neighborhood meeting completed on 07/26/22. Planning Board - 04/13/23 – Approved 7. City Commission – 5/16/23 & 6/6/23	SSS/SPRC
33.	Tymber Creek Apartments	270 Apartment units. Planning Board: 12/08/22 (recommended denial). City Commission: 4/18/23 City Commission meeting continued to 5/16/2023. CC: 5/16/23 and 6/6/23 . https://www.ormondbeach.org/1015/Tymber-Creek-Apartments	SSS/SPRC
34.	1755 North U.S. Highway 1	Annexation, Land Use (LIC to LI/U), Zoning (B-7 to I-1). Annexation: 04/18/23 and 05/2/23. Land Use/Zoning, Planning Board: 04/13/23 – Approved. Land Use/Zoning, City Commission: 5/16/23 & 6/6/23 .	SSS
35.	Setbacks for existing mobile homes in the T-2 Zoning district	Planning Board: 04/13/23 City Commission: 05/16/23 City Commission: 06/06/23	SSS
36.	SB102- Live Local Act	Pending state legislation regarding affordable housing and commercial, industrial, and mixed-use zoning districts.	SSS
37.	RidgeHaven	In Review. City Commission 06/06/23.	SPRC



CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only



RESIDENTIAL PROJECTS

- A 121 East
- B Archers Mill - Phase 3A (Phase 1) - Final Plat
- C Archers Mill Phase 2 - Preliminary Plat
- D Archers Mill Phase 3 - Preliminary Plat
- E Archers Mill Phase 4 - Preliminary Plat
- F Archers Mill Phase 5 - Preliminary Plat
- G Archers Mill Phase 6 - Preliminary Plat
- H Bradford Lakes
- I Cupola at Oceanside
- J Enclave
- K Ormond Enclave (FKA Courtyards)
- L Plantation Oaks - 1A (Tiger Oaks)
- M Plantation Oaks - 2B
- N Plantation Oaks - 2C
- O Plantation Oaks - 2D
- P Regal Multifamily
- Q Ridgehaven
- R Stanton Grove
- S Tattersall at Tymber Creek
- T Tides Edge
- U Tomoka Reserve
- V Tymber Creek Apartments

COMMERCIAL PROJECTS

- 1 783 North US Hwy 1 - Campana
- 2 Beach House Graphics
- 3 Complete Cardiology Expansion
- 4 Culvers Restaurant
- 5 Georgian Inn Recreation
- 6 Halifax Paving Office
- 7 IHOP
- 8 Love Whole Food Expansion
- 9 McNamara Warehouse
- 10 MetroNet
- 11 Mister Car Wash
- 12 North Interchange Industrial Flex Space
- 13 North Interchange Self Storage
- 14 Ocean Club Ormond Beach
- 15 Ormond Beach Holdings LLC
- 16 Ormond Beach Self Storage
- 17 Ormond Central
- 18 Ormond Central Self Storage
- 19 Ormond Gateway Revision
- 21 Public House Restaurant
- 22 Revella at Ormond Beach ALF
- 23 Riverbend Church School Expansion
- 24 Shoppes at Granada Pointe
- 25 Splash Car Wash
- 26 Stor - It
- 27 Valiant Diners Expansion - Phase 3
- 28 Walgreens/Commerical Area Improvements
- 29 Winkler Cabinetry

ORMOND BEACH - UTILITY PROVIDER ONLY

- 30 101 Town and Country Lane
- 30 Perrott Depot Revision
- 31 Celedine Subdivision (Flagler)
- 32 Corinthian Villas
- 33 Force Main Extension (Flagler)
- 34 Hunters Ridge Storage Site
- 35 Huntington Forcemain Extension (Flagler)
- 36 Iris Subdivision (Flagler)
- 37 Ocean Village Townhomes
- 38 Regency Plaza Condominium
- 39 Sands Point Condominium
- 40 Surf Style
- 41 Traders Inn Beach Club
- 42 Verona Oceanside
- 43 Villas at Spanish Waters

City of Ormond Beach Commercial Development Report, as of July 1, 2023

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	783 N US HWY 1, CAMPANA 783 North U.S. Highway 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	\$80,000	Issued 05.27.16	\$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	BEACH HOUSE GRAPHICS 9 East tower Circle PZ#23-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
3	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ#2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	20%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
4	CULVER'S RESTAURANT 655 West Granada Boulevard PZ#2-23-008	Construction of a 4,460 square foot drive thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
5	GEORGIAN INN RECREATION 749 South Atlantic Avenue PZ#2022-067	Construction of a 1,212 square foot recreation building and amenities for the Georgian Inn on a 0.72 acre parcel.	06.14.22	06.26.22	10.06.22			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Georgian Inn Beach Club Association, Inc.
6	HALIFAX PAVING OFFICE 860 Hull Road PZ#2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable				In Review	Not applied	Issued 06.08.23	\$390,000	10%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving
7	IHOP 675 West Granada Boulevard PZ#2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable				Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
8	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	\$985,000	Issued 11.14.23	\$151,149	60%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods
9	McNAMARA WAREHOUSE 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	\$66,177	Issued	\$2,000	90%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction
10	METRONET 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	\$180,000	Issued 02.02.23	\$180,000	75%		E = Metro Fibernet LLC O = Coast to Coast Construction
11	MISTER CAR WASH 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23			Not applicable	06.08.23 (Approved)	07.18.23				Not applied	Not applied	Not applied	Not applied			E - Caprine O = National Retail Properties, LP
12	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	NORTH INTERCHANGE SELF STORAGE 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Approved 01.27.23	\$714,572			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
14	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	\$1,800,000	Issued 12.07.22	\$549,000	55%		E = The Performance Group O = 88 South Atlantic, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
15	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Early Review	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC
16	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06/07.20			Not applicable	Not applicable	Not applicable				Early Review	A = \$9,039,174 B= \$240,741 C= \$665,681 D= \$294,240 E= \$294,240 F= \$9,796,008 G= \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
17	ORMOND CENTRAL 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.73 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recom- mended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Under Constr.		Not Applicable	Not Applicable	Issued 11.01.22	\$907,057	50%		O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
18	ORMOND CENTRAL SELF STORAGE 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
19	ORMOND GATEWAY REVISION 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
20	PERROTT DEPOT REVISION 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23	05.02.23			02.17.21	Not applicable	Not applicable	05.30.23	Pending		In Review	\$400,000	In review	\$100,000			E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
21	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ#2023-048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23				Required	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
22	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	\$29,723,266	Issued 04.26.22	\$2,184,284	65%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
23	RIVERBEND CHURCH SCHOOL EXPANSION 2080 West Granada Boulevard PZ# 2022-036	Special Exception amendment to increase number of allowed students from 200 to 600, including the construction of new classrooms totaling 13,327 square feet.	03.11.22	03.27.22	07.20.22			07.25.22	08.11.22 Approved	09.21.22	09.22.22	Under Constr.		Issued 07.22.222	\$1,145,192	Issued 01.5.23	\$115,000	100%		E = Mark Dowst & Associates, Inc. O = Riverbend Community Church, Inc.
24	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	Under Constr.	12.14.22	Not applied	Not applied	Issued 03.11.22	\$486,082	0%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
25	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	\$976,942	20%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
26	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		Not applied	Not applied	Issued 06.13.23	\$821,773	5%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
27	VALIANT DINERS EXPASNION, PHASE 3 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	08.09.22	09.16.22	10.22.22	Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 11.16.22	\$1,258,313	Issued 12.07.22	\$240,000	80%		E = Zev Cohen & Associates O = Padwell Holdings, LLC
28	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
29	WINKLER CABINETRY 1041 South Nova Road PZ#2023-029	Site improvements (parking and landscaping) associated with a change of use.	02.16.23	02.23.23				Not applicable	Not applicable	Not applicable	03.28.23	Under Constr.		Not applied	Not applied	Issued	\$31,909	15%		E = Mark Dowst & Associates, Inc. O = Ormond Properties LLC

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construction	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
30	101 TOWN & COUNTRY LANE 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	\$126,650	40%		E = Ultra Design Consultant, Inc.
31	CELEDINE SUBDIVISION (FLAGLER) PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	08.30.21	10.19.21		Outside City	Outside City	Outside City	11.22.21	Under Constr.		Not applicable	Not applicable	Issued 06.24.22	\$1,073,894 utilities only	80%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
32	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	DUE 07.13.23			Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Clearwater Solutions, LLC O = Corinthian Villas
33	FORCE MAIN EXTENSION (FLAGLER) PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI) along Airport Road	05.12.21	06.07.21	08.30.21			Outside City	Outside City	Outside City	08.31.21	Under Constr.		Not applicable	Not applicable	Issued 06.20.22	\$834,160 utilities only	98%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	12.20.24		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Preston Court II, LLC
35	HUNTINGTON FORCE MAIN EXTENSION Huntington subdivision PZ #-19-024(A)	Force main extension within the Huntington subdivision	08.19.19	09.10.19				Outside City	Outside City	Outside City	04.29.20	Under Constr.		Not applicable	Not applicable	Approved (21-7125) 09.27.21	\$117,025	98%		E = Zev Cohen and Associates, Inc.
36	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge)	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Not applied	Not applied	80% forcemai n		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
37	OCEAN VILLAGE TOWNHOMES 90 Verona Vista Ct. PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	Under Constr.	NA	Not applicable	Not applicable	Issued 11.02.21	\$139,028	95%		E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
38	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for a 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Regency Plaza Condominium
39	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for a 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Not applied	Not applied			E = Robert Marshall. P.E. O = Sands Point Condominium
40	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
41	TRADERS INN BEACH CLUB 1355 Ocean Shore Boulevard PZ #2022-031	Connection to city sewer services, including lift station.	03.10.22	03.16.22				Outside City	Outside City	Outside City	04.08.22	Under Constr.		Not applicable	Not applicable	Issued 11.17.22	\$145,475	95%		E - Mark Dowst & Associates O = Traders Inn Beach Club Association, Inc.
42	VERONA OCEANSIDE PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	Under Constr.	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	\$117,270	95%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates
43	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ#2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of July 1, 2023

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ #2022-098	Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23			03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL, PHASE 3A (Phase 1) Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12.05.22 Approved	01.10.23 Approved	02.22.23	Under construction		Issued 02.22.23	\$4,920,754.00	35%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
B	ARCHER'S MILL, PHASE 3A (1) FINAL PLAT Plantation Oaks Boulevard	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	04.05.23	04.20.23				Not Required	Required	Required		Under construction		See Archer's Mill above	See Archer's Mill above		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL, PHASE 2 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23				Not Required	06.08.23 (Approved)	07.18.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL, PHASE 3 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23				Not Required	06.08.23 (Approved)	07.18.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL, PHASE 4 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	ARCHER'S MILL, PHASE 5 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	ARCHER'S MILL, PHASE 6 PRELIMINARY PLAT Plantation Oaks Boulevard PZ-23-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	DUE				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	BRADFORD LAKES Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	CUPOLA AT OCEANSIDE 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	\$548,099	90%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
J	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23				Not Required	Required	Required							E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
K	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 & 08.01.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
L	PLANTATION OAKS, 1A (TIGER OAKS) 1395 Fountain View Street PZ# 2020-029	Development of 121 lots on 100.91 acres. Preliminary plat. Single family homes. , Plantation Oaks PRD (Phase 1)	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21 Approved	08.27.21	Under construction	Under construction	Issued 09.17.21	\$3,400,200	97%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

City of Ormond Beach Residential Development Report, as of July 1, 2023

M	PLANTATION OAKS, 2B 2389 Destrenan Drive PZ# 2020-024	Development of 125 lots on 89.16 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 03.29.2021	\$2,390,520	80%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
N	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	30%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	REGAL MULTIFAMILY 215 Williamson Boulevard PZ-22-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 Approved	07.19.22 & 08.03.22 Approved	02.01.23	Under review	\$28,712,895 \$26,655,146 \$1,323,736	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
Q	RIDGEHAVEN Plantation Oaks Boulevard & Addison Drive PZ-22-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22		04.13.23 Approved	05.16.23 & 06.06.23 Approved	Pending			Not applied	Not applied		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
R	STANTON GROVE 183 South Orchard PZ-22-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
S	TATTERSALL AT TYMBER CREEK TyMBER Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23				Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	TIDES EDGE 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
T	TIDES AT ORMOND BEACH FINAL PLAT 264 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23				Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
U	TOMOKA RESERVE 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	04.20.22	05.03.22	02.21.23	05.11.23	06.28.23	02.08.23	07.13.23 (at Calvary Christian Church) - starts at 6pm	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
U	TOMOKA RESERVE, ZMA TO R-2 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	Required	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
V	TYMBER CREEK APARTMENTS 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	04.28.22	06.23.22 05.08.23	9th 06.20.23	06.08.22	12.08.22 Denial (5-0)	05.16.23 & 06.06.23 (Approved)				Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

Planning public hearing items

		City Commission items			
File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
NA	Portion of Harmony Avenue, Annexation	This is an administrative request for a partial annexation of a portion of Harmony Avenue abutting the recently annexed Halifax Paving property at 860 Hull Road and 1399 Hull Trail. The portion of the roadway proposed to be annexed is 3.45 acres and bisects the property at 1399 Hull Trail. Based on a 2004 interlocal agreement, the city has maintenance responsibility for Harmony Avenue from Hull Road to Pineland Trail.	NA	June 6, 2023	July 18, 2023
ZMA 2021-079(A)	Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD	This is a request from CST Holdings, LLC., for a Zoning Map Amendment for 0.34+ acres portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
ZMA 2021-079(B)	Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD	This is a request from CST Holdings, LLC., for a Zoning Map Amendment for a 0.72+ acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD, Planned Residential Development.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
DO 2021-079(C)	Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order	This is a request from CST Holdings, LLC., for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet that shall remain. The project would have zoning designations of PBD, Planned Business Development and PRD, Planned Residential Development.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
ZMA 2022-098(A)	121 East, 121 East Granada Boulevard, Planned Business Development	This is a request from Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC., for a Zoning Map Amendment from B-4, Central Business to PBD, Planned Business Development for the 0.76+ acre property located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Area.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
DO 2022-098(B), 121 East	121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order	This is a request from Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC., for the issuance of a development order for 24 multi-family residential units and associated site improvements on 0.76+ acres located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Area.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
FLUM 2023-055,	860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan Amendment	This is an administrative request for a Large Scale Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County “Industrial” to Ormond Beach “Heavy Industrial” based upon annexation. The amendment would include a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use.	June 8,2023 (Approval)	July 18, 2023	To be determined
LDC 2023-056	Creation of the I-2, Heavy Industrial Zoning District	This is an administrative request for the creation of the I-2, Heavy Industrial zoning district, providing use definitions, and creating conditions for conditional and special exception uses. The creation of the I-2, Heavy Industrial zoning district proposes the following Land Development Code amendments: 1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; 2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; 3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; 4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and 5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exceptions.	June 8,2023 (Approval)	July 18, 2023	August 1, 2023
LUPA 23-036	204 Magnolia Drive, Parcel ID 4214-20-02 0011 – Small-Scale Land Use Map Amendment	This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.241-acre property located at 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011 from City “Public/Institutional” (P/I) to City “Low Density Residential” (LDR). The request is to correct an inconsistency with the adopted Zoning District of R-3 (Single-Family Medium Density).	May 11, 2023 (Approval)	July 18, 2023	August 1, 2023
LUPA 2023-037	901 Airport Road – Volusia County Parcel ID: 4238-01-40-0010 - Small-Scale Future Land Use Map Amendment	This is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Small-Scale Comprehensive Plan Land Use Map amendment for a portion of property (5.2± acre) located at 901 Airport Road (Volusia County parcel 4238-01-40-0010) from Ormond Beach “Light Industrial/Utilities” to Ormond Beach “Open Space/Conservation”.	May 11, 2023 (Approval)	July 18, 2023	August 1, 2023
SE 2023-045	Mister Car Wash, 49 South Yonge Street, Special Exception	This is a request for a Special Exception submitted by Car Wash Headquarters, LLC., with authorization of the property owner, National Retail Properties, LP, for site modifications including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86+ acre property located at 49 South Yonge Street and located within the Downtown Community Redevelopment Area.	June 8,2023 (Approval)	July 18, 2023	NA
NA	203 Tomoka Avenue, Amended and Restated Agreement for Shared Parking	This is a request to amend and update the current Amended Parking Lot Construction and Shared Usage Agreement for the properties at 179 Tomoka Avenue and 203 Tomoka Avenue and adopt an Amended and Restated Agreement for a shared parking lot.	NA	July 18, 2023	NA
PP 2023-051	Archer’s Mill, Phase 2, Preliminary Plat	This is a request from Forestar USA Real Estate Group, Inc., for a Preliminary Plat for a 68 lot single-family subdivision on 25.32± acres. The Archer’s Mill, Phase 2, is located within the Plantation Oaks Planned Residential Development, east of Plantation Oaks Boulevard.	June 8,2023 (Approval)	July 18, 2023	NA
PP 2023-052	Archer’s Mill, Phase 3, Preliminary Plat	This is a request from Forestar USA Real Estate Group, Inc., for a Preliminary Plat for a 59 lot single-family subdivision on 22.42± acre. The Archer’s Mill, Phase 3, is located within the Plantation Oaks Planned Residential Development, east of Plantation Oaks Boulevard.	June 8,2023 (Approval)	July 18, 2023	NA

Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: <https://ormondbeach.igm2.com/citizens/default.aspx?>. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.

Planning public hearing items

Board of Adjustment and Appeals - July 5, 2023		
VAR 2023-67	33 Wilmette Avenue, side yard variance to construct hard roof screen enclosure	This is a variance request submitted by Judy Dragon, property owner of 33 Wilmette Avenue. The subject property is in the R-3, (Single-Family Medium Density) zoning district. Section 2-15(B)(9)(c) of the Land Development Code requires a side yard setback of 8 feet on one side with a minimum of 20 feet total for both sides. The applicant is requesting a variance to allow construction of a 12-foot by 24-foot hard roof screen enclosure. The existing east side yard is nonconforming at 5.0 feet. The applicant is proposing to construct a screen room to the single-family residence that requires a variance of 3.0 feet for an interior side yard setback of 5.0 feet staying in line with the east plane of the existing residence. The minimum 20' combined side yard setback will be met.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - July 13, 2023 note location change - Calvary Christian Center - 1687 West Granada Boulevard		
PRD 2022-043	Tomoka Reserve– Issuance of a development order	This is an application submitted by Robert A. Merrell III, Esquire, Cobb Cole on behalf of the property owner, Triumph Oaks of Ormond Beach I, LLC, for the issuance of a development order for the Tomoka Reserve subdivision. The application seeks to allow the issuance of a development order for 276 single-family lots on approximately 147.94 acres under certain conditions and associated subdivision improvements. The subject property is currently zoned as Planned Residential Development and is located at 20 Tomoka Oaks Boulevard.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



Monthly Financial Status Report

May 2023

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 67% benchmark is favorable, while expenses at or below the 67% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual		YTD Actual	
		Revenues	YTD %	Expenses	YTD %
001 - General Fund	41,522,489	27,996,854	67%	26,044,260	63%
104 - Community Redevelopment	1,437,353	1,337,789	93%	219,781	15%
106 - Ormond Crossing	296,171	271,821	92%	-	0%
107 - Stormwater	2,525,500	1,794,912	71%	1,419,593	56%
108 - Airport	288,998	912,689	316%	837,285	290%
109 - Local Law Enforcement Trust Fund	-	36,178	0%	11,850	0%
110 - Economic Development Fund	1,112,000	204,473	18%	6,528	1%
113 - Pension Contribution Pass Through	800,000	-	0%	-	0%
115 - Recreation Facility Fee	50,275	117,713	234%	8,831	18%
116 - Grant Fund	-	1,225	0%	131,056	0%
205 - Financing Debt Service	651,688	432,000	66%	429,505	66%
210 - Debt Service GOB 2003	118,674	21,583	18%	1,500	1%
211 - Debt Service 2005 CIP Note	162,202	104,664	65%	5,644	3%
220 - Debt Service GOB 2010	352,327	343,917	98%	43,239	12%
301 - General Capital Improvement	2,190,745	1,292,008	59%	1,041,976	48%
302 - General Equipment & Vehicle	347,000	212,054	61%	280,088	81%
305 - Public Safety Vehicle & Equip	934,000	627,646	67%	304,673	33%
308 - Transportation	2,262,489	1,128,941	50%	1,241,074	55%
310 - Recreation Impact Fee	215,000	30,041	14%	-	0%
316 - Local Roads Impact Fee	89,000	35,078	39%	-	0%
317 - Facilities Renewal & Replacement	506,470	571,118	113%	184,917	37%
318 - Stormwater Impact Fee	50,000	26,558	53%	-	0%
401 - Water/Wastewater Operating Fund	24,001,431	14,416,661	60%	15,182,943	63%
408 - Water/Wastewater E&V Fund	368,000	109,231	30%	-	0%
409 - Water/Wastewater Capital	9,494,412	2,625,443	28%	1,114,019	12%
414 - Water/Wastewater Consolidated Debt	4,753,500	3,162,336	67%	705,414	15%
433 - Reuse Impact Fee Fund	850,000	3,638	0%	9,950	1%
434 - Water Impact Fee	725,000	381,067	53%	71,488	10%
435 - Wastewater Impact Fee	4,300,000	389,175	9%	10,635	0%
460 - Solid Waste	9,827,200	7,150,157	73%	9,022,985	92%
502 - Workers Compensation	801,612	531,890	66%	495,315	62%
504 - General Liability	1,460,253	1,032,170	71%	1,542,599	106%
Total	\$ 112,493,789	\$ 67,301,030	60%	\$ 60,367,147	54%

The airport fund has revenue and expense impacts from FAA grants.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at \$14.5 million and is based on the taxable value (\$4.6 billion) and the General Fund operating millage (3.761). Actuals to date are \$14 million or 96.3% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected \$2.3 million.

Communication Taxes – Communication service taxes received to date are \$860,935.

Business Tax –Business tax collections amounted to \$62,369. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through May 2023 are \$2.6 million.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through May 2023, the City received a total of \$2.98 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of \$723,906 in this category through May.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were \$42,494.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were \$1.3 million.

Transfers In –Transfers have been recorded in the amount of \$3.19 million

Financial Status Report: May 2023

General Fund Revenues - May 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Property Tax	\$ 14,504,485	\$ 13,960,952	\$ 543,533	96.3%	\$ 13,046,639	\$ 914,313	7.01%
Utility Taxes	4,260,000	2,313,081	1,946,919	54.3%	2,434,287	(121,207)	-4.98%
Communication Tax							
Receipts	1,590,000	860,935	729,065	54.1%	815,779	45,157	5.54%
Business Tax	283,500	62,369	221,131	22.0%	58,946	3,423	5.81%
Licenses, Permits & Fees	4,654,350	2,557,661	2,096,689	55.0%	2,340,949	216,712	9.26%
Intergovernmental	4,890,300	2,977,444	1,912,856	60.9%	2,724,867	252,576	9.27%
Charges for Services	968,000	723,906	244,094	74.8%	573,975	149,931	26.12%
Fines & Forfeitures	73,000	42,494	30,506	58.2%	34,656	7,838	22.62%
Miscellaneous Revenues	3,434,319	1,311,941	2,122,378	38.2%	1,133,477	178,464	15.74%
Transfers In	4,779,108	3,186,072	1,593,036	66.7%	3,113,128	72,944	2.34%
Use of Fund Balance	2,085,427	-	2,085,427	0.0%	-	-	0.00%
	\$ 41,522,489	\$ 27,996,854	\$ 13,525,635	67.4%	\$ 26,276,703	\$ 1,720,151	6.55%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
Penland Property Purchase	\$158,000.00	8/16/2022	Resolution 2022-17
Fire Station 91 Generator	\$80,942.00	1/24/2023	Resolution 2023-39
SONC Backboards	\$90,000.00	1/10/2023	Resolution 2023-21
Police and Fire Impact Study	\$31,500.00	10/5/2022	Resolution 2022-121
Performing Art Center Lobby	\$407,000.00	3/21/2023	Resolution 2023-64
Telecommunication Evaluation	\$52,000.00	4/18/2023	Resolution 2023-79

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for \$26.5 million of the General Fund gross budget. Expenditures through May 2023 were \$16.9 million or 63.8% of the budget amount.

Operating Expenditures - This category includes \$12 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through May 2023, \$7.5 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at \$208,414. \$122,653 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is \$2.2 million with \$1.5 million made through May 2023.

Financial Status Report: May 2023

General Fund Expenditures - May 2023							
	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
City Commission	\$ 393,342	\$ 273,884	\$ 119,458	69.6%	\$ 241,222	\$ 32,662	13.54%
City Administration	750,099	462,628	287,471	61.7%	449,770	12,858	2.86%
Support Services	458,818	295,701	163,117	64.4%	313,656	(17,955)	-5.72%
City Attorney	861,962	552,068	309,894	64.0%	567,310	(15,242)	-2.69%
Legislation & Policy	2,464,221	1,584,282	879,939	64.3%	1,571,958	12,324	0.78%
Finance	1,081,904	675,234	406,671	62.4%	638,291	36,942	5.79%
Information Technology	1,140,518	743,989	396,529	65.2%	509,036	234,953	46.16%
Human Resources	505,117	379,553	125,564	75.1%	280,727	98,826	35.20%
Planning	711,727	450,304	261,423	63.3%	433,438	16,866	3.89%
Building Inspections	1,163,670	691,675	471,995	59.4%	688,914	2,762	0.40%
Police Administration	1,098,183	640,990	457,193	58.4%	631,364	9,626	1.52%
Police Operations	6,871,060	4,464,743	2,406,317	65.0%	3,945,476	519,266	13.16%
Community Outreach	587,579	347,148	240,431	59.1%	345,373	1,775	0.51%
Criminal Investigations	1,491,988	855,963	636,025	57.4%	832,098	23,865	2.87%
Community Services	438,297	270,888	167,409	61.8%	252,199	18,689	7.41%
Records	194,023	110,202	83,821	56.8%	122,421	(12,219)	-9.98%
Neighborhood Impr.	460,629	256,481	204,148	55.7%	262,784	(6,303)	-2.40%
Police	11,141,759	6,946,414	4,195,345	62.3%	6,391,715	554,699	8.68%
Fire	6,731,586	4,604,498	2,127,088	68.4%	4,696,974	(92,476)	-1.97%
Streets	2,525,485	1,430,852	1,094,634	56.7%	1,423,905	6,946	0.49%
Engineering	1,201,983	734,795	467,188	61.1%	743,576	(8,781)	-1.18%
Fleet	1,908,683	1,191,700	716,983	62.4%	1,076,526	115,175	10.70%
Public Works	5,636,151	3,357,347	2,278,804	59.6%	3,244,007	113,340	3.49%
Economic Development	400,799	241,453	159,346	60.2%	201,627	39,825	19.75%
Building Maintenance	928,047	669,906	258,141	72.2%	551,300	118,607	21.51%
Administration	795,835	415,207	380,628	52.2%	503,604	(88,397)	-17.55%
Nova Recreation	350,757	233,470	117,287	66.6%	206,044	27,427	13.31%
S. Ormond Neigh. Center	369,318	211,636	157,682	57.3%	156,110	55,526	35.57%
Athletic Fields Mnt.	1,586,785	949,918	636,867	59.9%	763,435	186,483	24.43%
Parks	2,445,146	1,651,532	793,614	67.5%	1,394,236	257,296	18.45%
Environmental Learning	176,349	108,597	67,752	61.6%	85,460	23,137	27.07%
The Casements	357,694	219,442	138,252	61.3%	182,169	37,273	20.46%
Performing Arts Center	301,196	181,208	119,988	60.2%	193,759	(12,552)	-6.48%
Senior Center	99,637	53,422	46,215	53.6%	48,609	4,813	9.90%
Community Events	252,034	109,006	143,028	43.3%	103,996	5,010	4.82%
Leisure Services	7,662,798	4,803,344	2,859,454	62.7%	4,188,722	614,622	14.67%
Grants & Aid*	91,528	68,615	22,913	75.0%	88,615	(20,000)	-22.57%
Transfers	2,246,345	1,497,552	748,793	66.7%	1,907,560	(410,008)	-21.49%
Contingency	544,366	-	544,366	0.0%	-	-	0.00%
Total	\$ 41,522,489	\$ 26,044,260	\$ 15,478,229	62.7%	\$ 24,841,584	\$ 1,202,675	4.84%

Financial Status Report:
May 2023

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to \$911,308 with \$951,005 collected year to date. The City's budgeted contribution is \$525,545.

Expenditures – A total of \$219,781 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - May 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grant	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Local Units	911,308	951,005	(39,697)	104.4%	810,205	140,800	17.4%
Miscellaneous	500	36,424	(35,924)	7284.7%	30	36,394	121311.7%
Transfers In	525,545	350,360	175,185	66.7%	349,496	864	0.2%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 1,337,789	\$ 99,564	93.1%	\$ 1,159,731	\$ 178,058	15.35%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Planning	\$ 66,050	\$ 53,014	\$ 13,036	80.3%	\$ 49,720	\$ 3,294	6.6%
Public Works	148,961	36,749	112,212	24.7%	2,884	33,864	1174.1%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	184,500	130,018	54,482	70.5%	91,550	38,468	42.0%
Contingency	837,842	-	837,842	0.0%	-	-	0.0%
	\$ 1,437,353	\$ 219,781	\$ 1,217,572	15.3%	\$ 144,155	\$ 75,626	52.46%

Financial Status Report:
May 2023

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at \$2.53 million with \$1.7 million received through May 2023.

Expenditures – The budget for stormwater maintenance is \$2.53 million with \$1.4 million spent to date. Transfers of \$147,760 have also been made year to date.

Stormwater Fund Revenues - May 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Grants	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	0.00%
Stormwater Fees	2,525,000	1,728,241	796,759	68.4%	1,706,137	22,104	1.30%
Miscellaneous	500	66,671	(66,171)	13334.1%	89	66,582	74810.75%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 1,794,912	\$ 730,588	71.1%	\$ 1,706,226	\$ 88,686	5.20%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Maintenance	2,208,419	1,271,833	936,586	57.6%	930,873	340,960	36.63%
Engineering Support	\$ 74,939	\$ -	\$ 74,939	0.0%	\$ -	\$ -	0.00%
Transfers Out	221,640	147,760	73,880	66.7%	131,536	16,224	12.33%
Contingency	20,502	-	20,502	0.0%	-	-	0.00%
	\$ 2,525,500	\$ 1,419,593	\$ 1,105,907	56.2%	\$ 1,062,409	\$ 357,184	33.62%

Financial Status Report:
May 2023

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at \$20.9 million with \$14.1 million collected year to date. The budget also includes \$283,928 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of \$12.7 million with \$7.6 million expended to date. The budget also includes \$11.4 million in transfers of which \$7.6 million has been made through May 2023.

Water/Wastewater Fund Revenues - May 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Water/Sewer Charges	\$ 20,930,000	\$ 14,087,463	\$ 6,842,537	67.3%	\$ 13,397,814	\$ 689,649	5.15%
Miscellaneous	15,000	45,270	(30,270)	301.8%	3,740	41,529	1110.39%
Transfers In	425,887	283,928	141,959	66.7%	233,368	50,560	21.67%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,630,544	-	2,630,544	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 14,416,661	\$ 9,584,770	60.1%	\$ 13,634,922	\$ 781,739	5.73%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Utility Billing	\$ 2,467,103	\$ 1,110,200	\$ 1,356,903	45.0%	\$ 1,062,293	\$ 47,908	4.51%
Water Production	3,803,802	2,477,250	1,326,552	65.1%	1,996,808	480,442	24.06%
Water Distribution	1,431,645	985,438	446,207	68.8%	784,408	201,030	25.63%
Wastewater Treatment	3,352,389	2,153,130	1,199,259	64.2%	1,908,713	244,417	12.81%
Wastewater Collection	1,591,328	886,813	704,515	55.7%	858,784	28,029	3.26%
Transfers Out	11,355,164	7,570,112	3,785,052	66.7%	7,060,512	509,600	7.22%
Contingency	-	-	-	0.0%	-	-	0.00%
	\$ 24,001,431	\$ 15,182,943	\$ 8,818,488	63.3%	\$ 13,671,518	\$ 1,511,425	11.06%

Financial Status Report:
May 2023

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date \$1.4 million in franchise fees and \$5.8 million in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are \$9 million. This has seen a tremendous increase over this time in prior year due to hurricane Ian. Hurricane Ian has accounted for \$1.7 million within this fund thus far.

Solid Waste Fund Revenues - May 2023

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Franchise Fees	\$ 1,648,000	\$ 1,361,104	\$ 286,896	82.6%	\$ 1,064,232	\$ 296,872	27.90%
User Fees	8,178,200	5,791,745	\$ 2,386,455	70.8%	5,540,004	251,741	4.54%
Miscellaneous	1,000	(2,692)	\$ 3,692	-269.2%	209	(2,901)	-1388.81%
Intergovernmental	-	-	\$ -	0.0%	-	-	0.00%
Use of Fund Balance	-	-	\$ -	0.0%	-	-	0.00%
	\$ 9,827,200	\$ 7,150,157	\$ 2,677,043	72.8%	\$ 6,604,445	\$ 545,712	8.26%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2022-23	\$ Variance	% of Budget	YTD FY 2021-22	\$ Variance	% Variance
Collection & Disposal	\$ 7,306,235	\$ 7,409,752	\$ (103,517)	101.4%	\$ 4,982,323	\$ 2,427,429	48.72%
Recycling	1,133,960	717,257	416,703	63.3%	754,594	(37,338)	-4.95%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,343,962	895,976	447,986	66.7%	852,496	43,480	5.10%
Contingency	43,043	-	43,043	0.0%	-	-	0.00%
	\$ 9,827,200	\$ 9,022,985	\$ 804,215	91.8%	\$ 6,589,413	\$ 2,433,571	36.93%



Economic Development Monthly Report

June, 2023

Ormond Beach Employment Trend

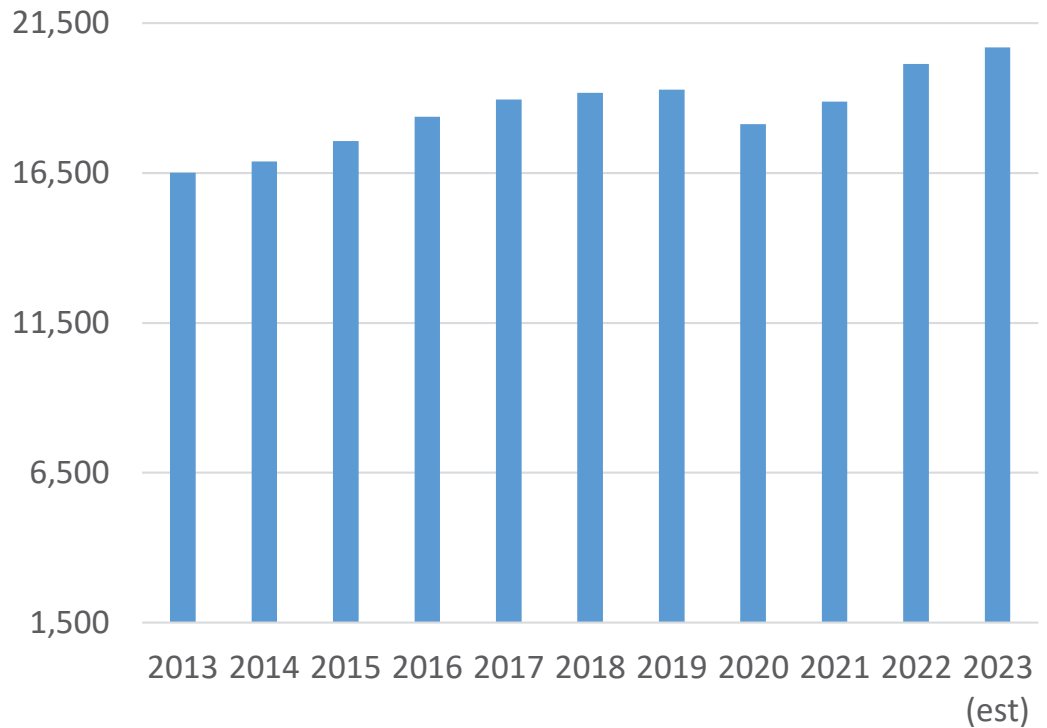
Ormond Beach
May Employment

20,696

This is up 3.8% from last year

Ormond Beach
Unemployment Rate

2.7%



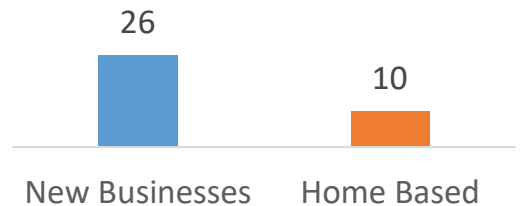
Total Permits Issued
May

523

Permit Valuation for
May

\$11.8m

Total OB Business Tax
Receipts in May



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,613,495	5.8%	\$21.62	6.1%
Industrial	2,928,224	1.5%	\$10.41	1.0%
Retail	4,125,154	1.2%	\$10.86	1.6%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



This Month's Takeaways

June, 2023

Notes and Updates:

- **Employment for May** was 20,696 up 3.8% from the same month last year. The unemployment rate is 2.7%. Since January 2023 employment was up 2.0% (403).
- **Permits and Business Tax Receipt** data through May indicate total permits issued since January is 2,794 with an associated construction value of \$61.8 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 109 for bricks and mortar locations and 49 for Home Based Businesses.
- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.
- **The City of Ormond Beach Economic Development** department and SCORE established a business assistance center for local business owners and entrepreneurs to get practical advice from experienced executives. SCORE will be available to walk-ins for counseling sessions and mentorship on Thursdays from 10:00 am to 3:00 pm on the second floor of City Hall. SCORE members are also be available to meet Ormond Beach business owners and entrepreneurs by appointment at their office or online.
- **The Department of Economic Opportunity** administers a new program called State Small Business Credit Initiative (SSBCI), which are five programs to serve small businesses access capital needed to grow their businesses, including very small businesses and businesses owned by socially and economically disadvantaged individuals. To learn more about the program please visit: [SSBCI - FloridaJobs.org](https://ssbci-fl.com/)
- **Ormond Beach business in the tourism and retail industry** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: <https://sizeup.info/ormondbeach>

Thank you,
Brian Rademacher
Economic Development Director

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.A
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-33	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Portion of Harmony Avenue, Annexation (SECOND READING)			
Budget Impact:	There is no budget impact associated with the requested annexation.			
Summary:	This is an administrative request for a partial annexation of a portion of Harmony Avenue abutting the recently annexed Halifax Paving property at 860 Hull Road and 1399 Hull Trail. The portion of the roadway proposed to be annexed is 3.45 acres and bisects the property at 1399 Hull Trail. Based on a 2004 interlocal agreement, the city has maintenance responsibility for Harmony Avenue from Hull Road to Pineland Trail.			
Recommended Action:	It is recommended that the City Commission approve the annexation of approximately 3.45 acres of the Harmony Avenue right-of-way, based on the following: 1. The right-of-way is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and the City of Ormond Beach is the utility provider for this area; 2. The right-of-way is currently maintained by Ormond Beach per a 2004 interlocal agreement; 3. Annexation of the property is allowed under the authority of Section 171.044, Florida Statutes; and 4. The subject property is contiguous to the city limits along the north and east right-of-way boundaries.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 6/7/2023 				

Claire Whitley, Assistant City
Manager

6/7/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, written in a cursive style.

Joyce Shanahan, City Manager

6/19/2023

A handwritten signature in blue ink that reads 'Joyce Shanahan' in a cursive script.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Portion of Harmony Avenue, Annexation (SECOND READING)
Commission Goal: Transportation & Community Development - Other

Introduction

This administrative request is for a partial annexation of a portion of Harmony Avenue abutting the annexed Halifax Paving property at 860 Hull Road and 1399 Hull Trail. The portion of the roadway proposed to be annexed is 3.45 acres and bisects the property at 1399 Hull Trail. Based on a 2004 interlocal agreement, Resolution 2004-108, the city has maintenance responsibility for Harmony Avenue from Hull Road to Pineland Trail.

Background

As part of the review for the annexation at 860 Hull Road and 1399 Hull Trail, Volusia County staff indicated that the portion abutting Harmony Avenue should also be annexed because it is bisected by 1399 Hull Trail. Harmony Avenue is maintained by the city as part of a 2004 Interlocal Agreement related to Ormond Crossings.

Discussion

There is an existing enclave area of unincorporated Volusia County that is bounded by Hull Road, the FEC railroad and the sports complex. Halifax Paving is the first property to annex in this area based upon a utility connection. The annexation of a portion of Harmony Avenue further reduces the enclave area. There is existing water service for this area along Hull Road.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation. Harmony Avenue is

currently maintained by Ormond Beach and the annexation will not impact the maintenance of the roadway.

Recommendation

It is recommended that the City Commission approve the annexation of approximately 3.45 acres of the Harmony Avenue right-of-way, based on the following:

1. The right-of-way is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and the City of Ormond Beach is the utility provider for this area;
2. The right-of-way is currently maintained by Ormond Beach per a 2004 interlocal agreement;
3. Annexation of the property is allowed under the authority of Section 171.044, Florida Statutes; and
4. The subject property is contiguous to the city limits along the north and east right-of-way boundaries.

Attachments:

1. 23-33 Annexation Harmony Avenue (P23-0098G)
2. Exhibit A, HARMONY ANNEXATION
3. Harmony Avenue (partial) - Annexation maps
4. RES 2004-108, Interlocal Agreement

Approvals:



Kelly McGuire, Finance Director

Date: June 07, 2023



Claire Whitley, Assistant City Manager

Date: June 07, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-33

AN ORDINANCE ANNEXING A PORTION OF HARMONY AVENUE RIGHT-OF-WAY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT THE INTERSECTION OF HULL ROAD AND HARMONY AVENUE, BISECTING 1399 HULL TRAIL; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE RIGHT-OF-WAY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE RIGHT-OF-WAY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Resolution 2004-108 approved on July 6, 2004 by the City Commission adopted an Interlocal Service Agreement providing for municipal police, fire, emergency response, and street maintenance as part of the Ormond Crossings annexation, and

WHEREAS, the Interlocal Service Agreement, Section 2, requires Ormond Beach to provide street maintenance services to Pineland and Harmony roads, which are county roads within the Service Areas, and

WHEREAS, Volusia County staff has requested that the City of Ormond Beach annex a portion of Harmony Avenue bisecting 1399 Hull Trail located in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Right-of-Way”); and

WHEREAS, the Right-of-Way to be annexed consists of approximately 3.45 acres and is located at the intersection of Hull Road and Harmony Avenue, Ormond Beach, Florida; and

WHEREAS, the Right-of-Way is maintained by Ormond Beach per the 2004 Interlocal Service Agreement and annexation of the Right-of-Way is allowed under the authority of Section 171.044, *Florida Statutes*; and

WHEREAS, the requirements of Section 171.044, *Florida Statutes* have been satisfactorily met, and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Right-of-Way; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The County of Volusia has requested that the portion of Harmony Avenue bisecting 1399 Hull Trail be annexed into the City of Ormond Beach;
- (b) The City of Ormond Beach is the maintenance entity of the Harmony Avenue Right-of-Way per a 2004 Interlocal Service Agreement; and
- (c) The Right-of-Way is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Right-of-Way described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Right-of-Way.

SECTION THREE. Upon the effective date of the annexation of the Right-of-Way, and except as may be otherwise provided by law, the Right-of-Way shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; and shall be entitled to the same privileges and benefits as other lands in the City.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Right-of-Way.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of June, 2023.

PASSED UPON at the second and final reading of the City Commission, this 18th day of July, 2023.

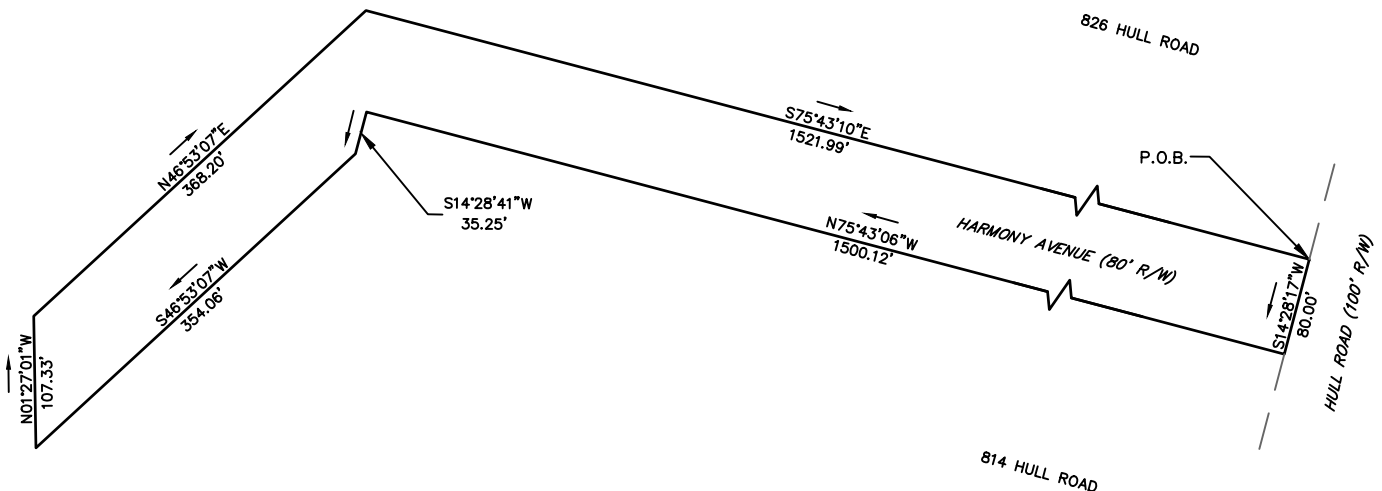
BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

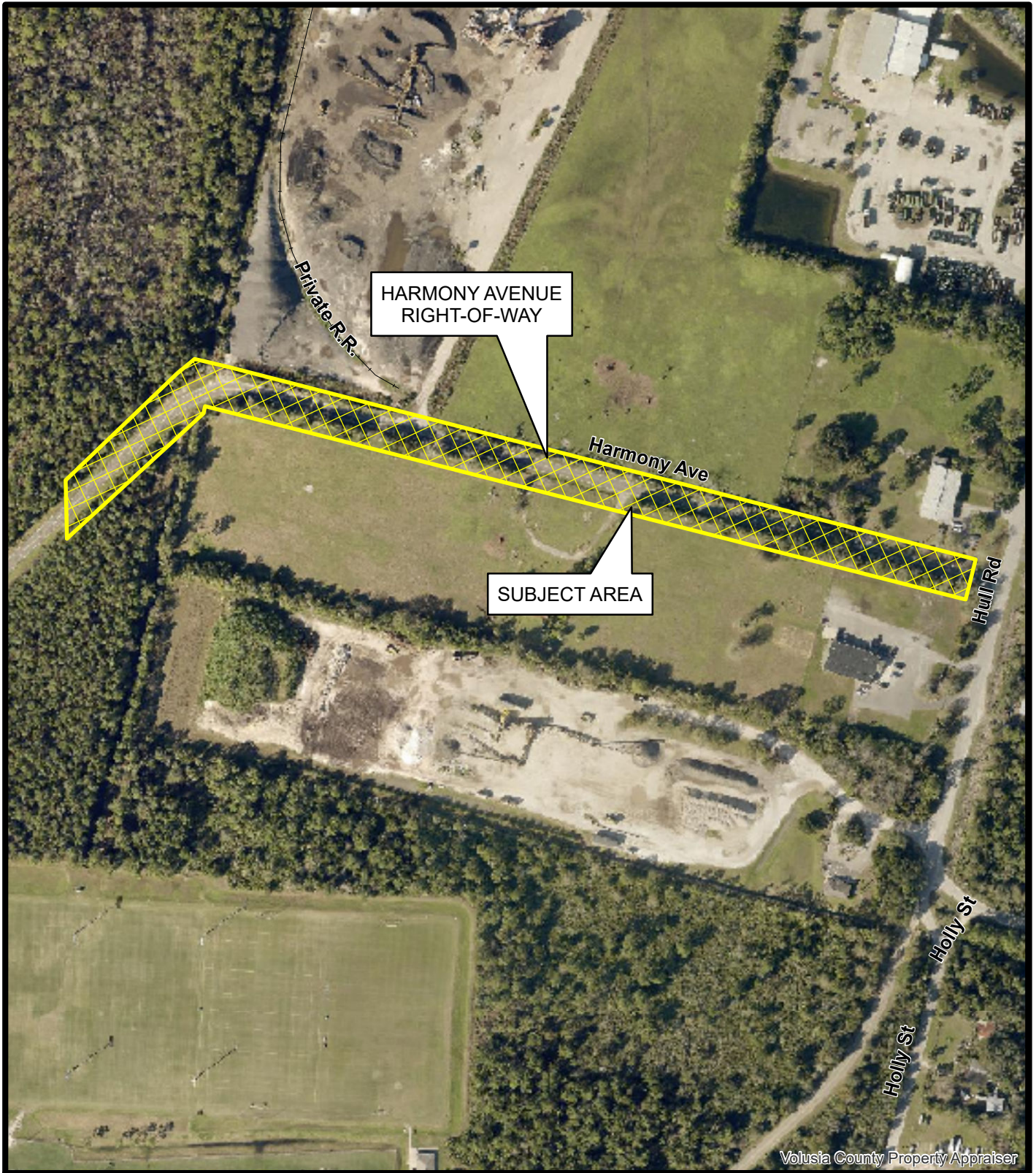
EXHIBIT "A"

A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS FROM A POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF HULL ROAD, (A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HARMONY AVENUE, (AN 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE SOUTH 14°28'17" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ACROSS SAID HARMONY AVENUE, 80.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE; THENCE NORTH 75°43'06" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1500.12 FEET TO A POINT IN THE WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH 14°28'41" WEST ALONG SAID LINE, 35.25 FEET; TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID HARMONY AVENUE; THENCE SOUTH 46°53'07" WEST ALONG SAID LINE A DISTANCE OF 354.06 FEET; THENCE NORTH 01°27'01" WEST A DISTANCE OF 107.33 FEET TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID HARMONY AVENUE; THENCE NORTH 46°53'07" EAST ALONG SAID LINE A DISTANCE OF 368.20 FEET; THENCE SOUTH 75°43'10" EAST ALONG SAID LINE A DISTANCE OF 1521.99 FEET TO THE POINT OF BEGINNING. CONTAINING 3.45 ACRES MORE OR LESS.



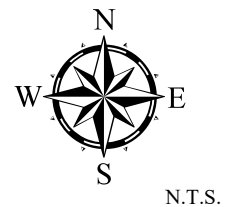
City of Ormond Beach
Engineering Division

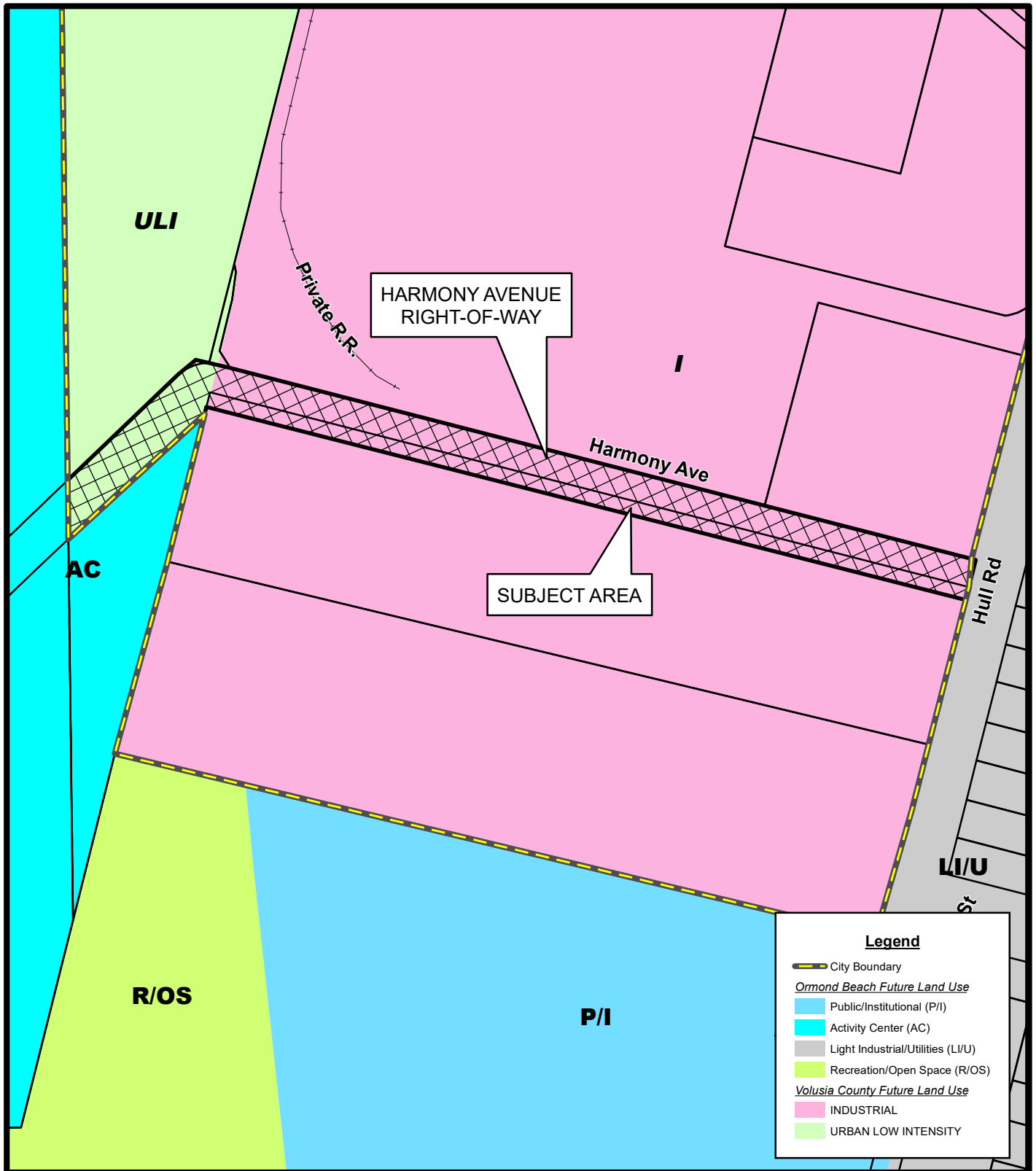
DATE: 4/27/23	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 1	DRAWN BY: CO



**AERIAL MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION**

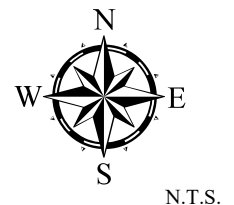
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

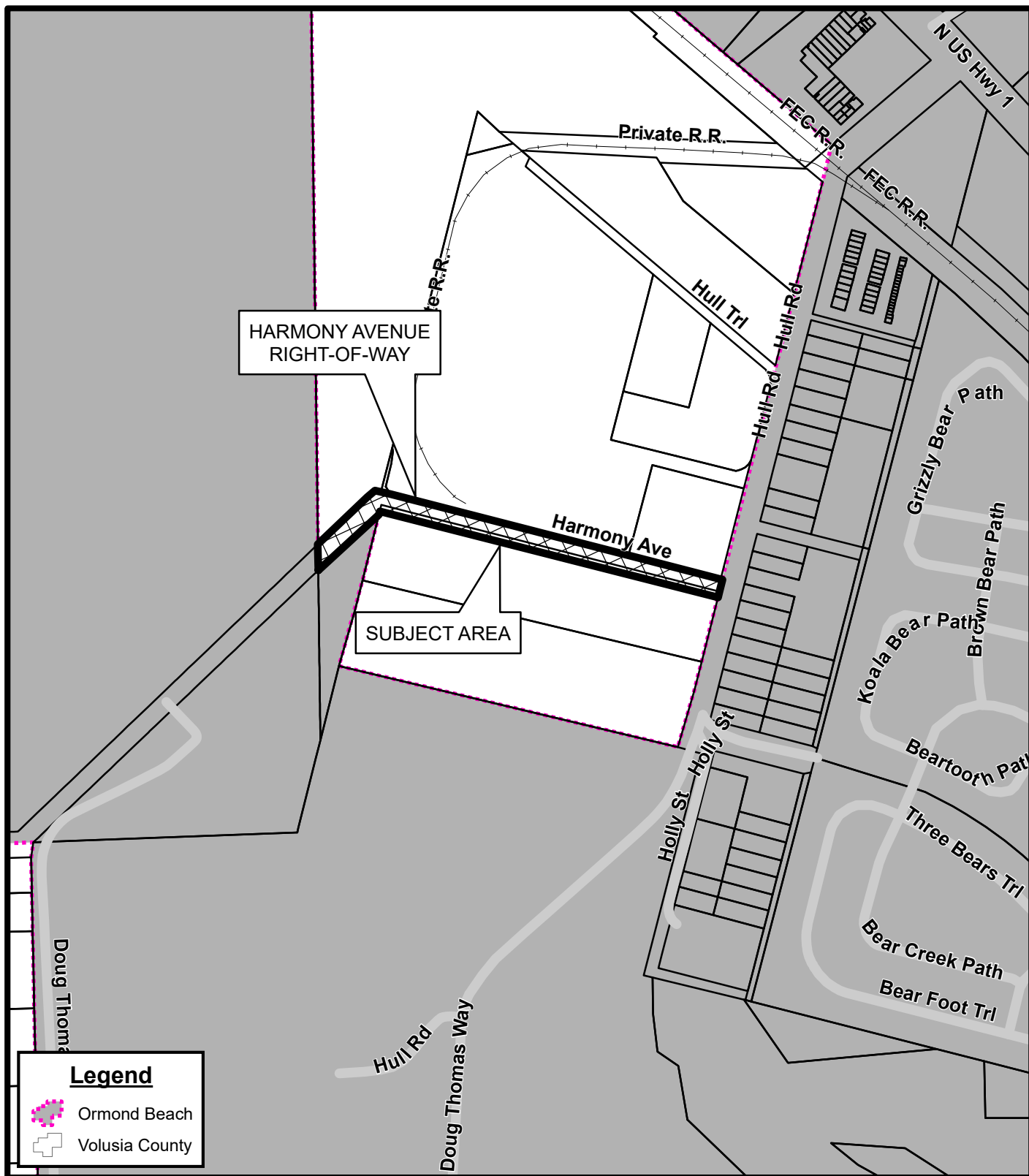




**FUTURE LAND USE MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION**

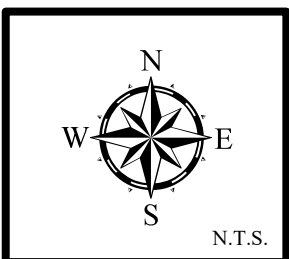
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

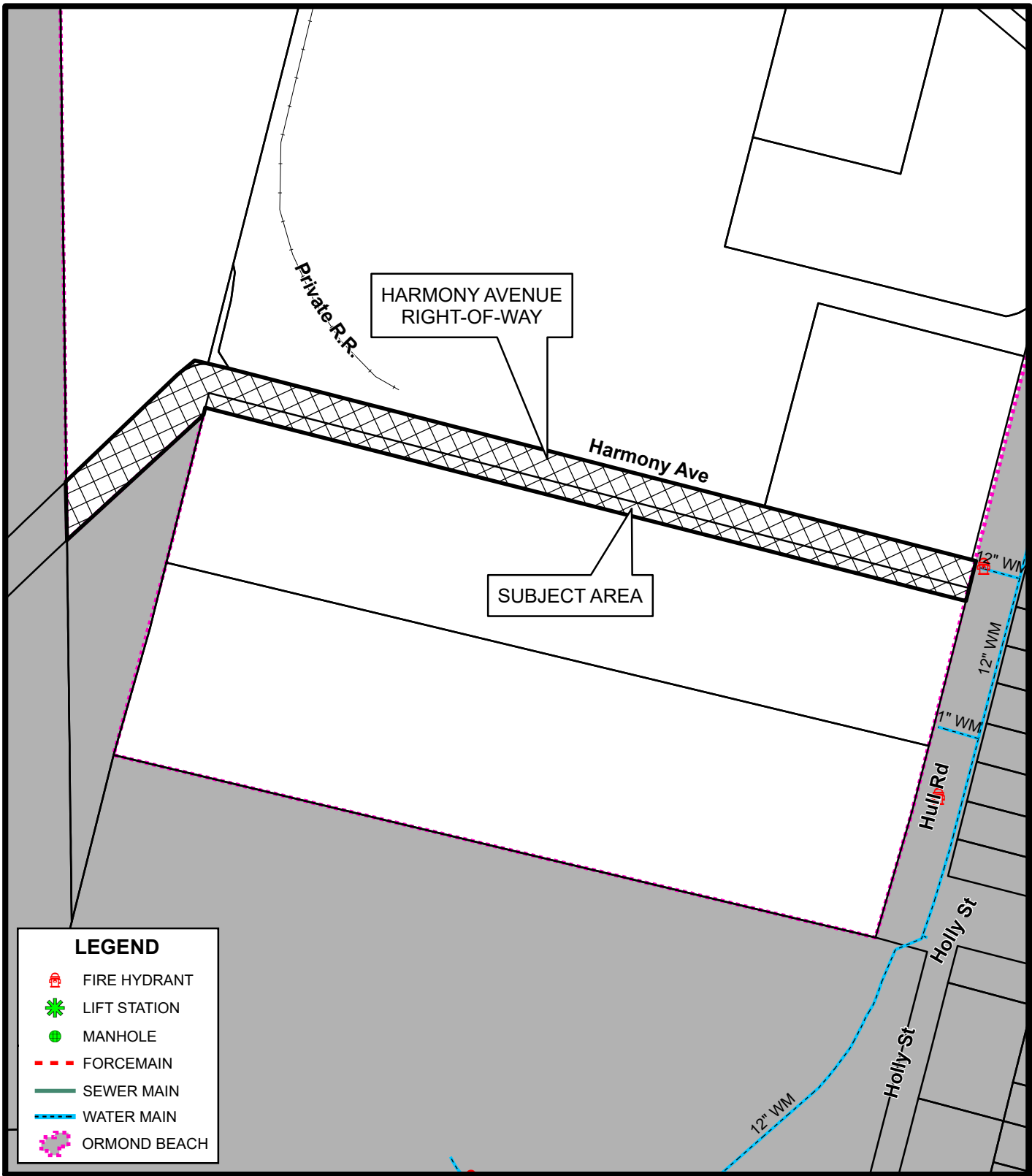




**LOCATION MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION**

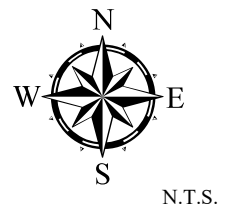
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

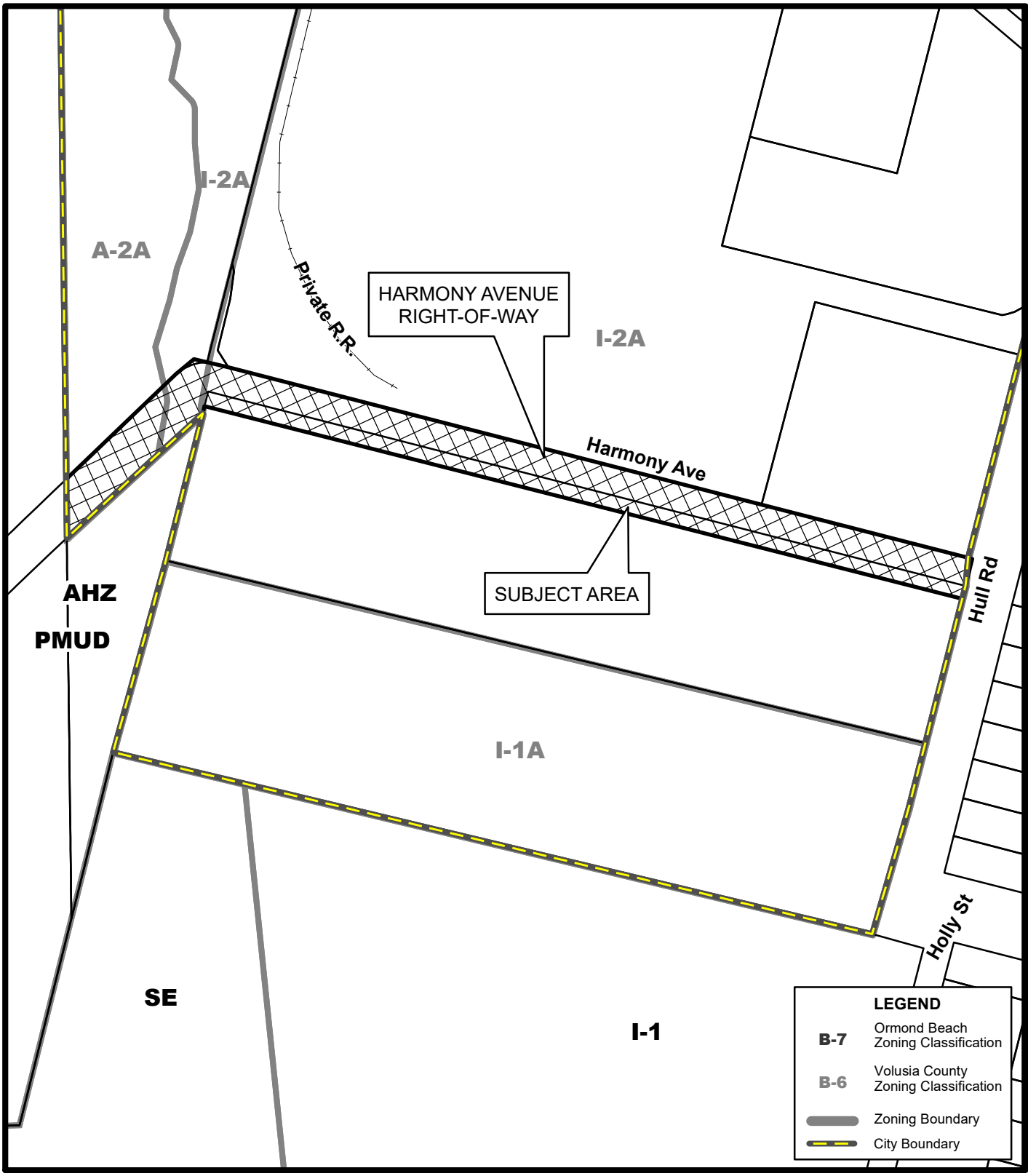




**UTILITIES MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION**

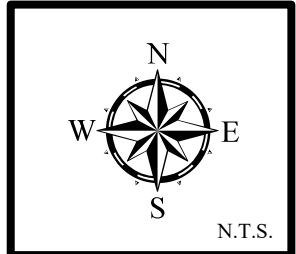
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023





ZONING MAP
HARMONY AVENUE
RIGHT-OF-WAY ANNEXATION

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023



RESOLUTION NO. 2004-108

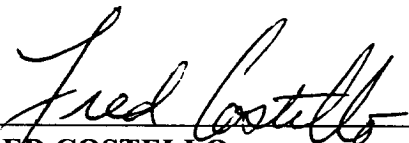
A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE AGREEMENT PROVIDING FOR MUNICIPAL POLICE, FIRE AND EMERGENCY RESPONSE SERVICES BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Interlocal Service Agreement providing for municipal police, fire and emergency response services between the City of Ormond Beach and the County of Volusia, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 6th day of July, 2004.


FRED COSTELLO
Mayor

ATTEST:


VERONICA PATTERSON
City Clerk

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT is entered into between the City of Ormond Beach ("City"), a Florida municipal corporation, and County of Volusia ("County"), a political subdivision of the state of Florida, for the purposes described hereinbelow:

Witnesseth:

WHEREAS, Part I of Chapter 163, Florida Statutes, authorizes local government agencies to enter into interlocal agreements in order to make the most efficient use of governmental powers regarding the provision of services that affect the public health, safety and welfare of the general public; and

WHEREAS, the County and City desire to cooperate in efforts to provide police, fire, medical response, and street maintenance services throughout the Service Areas described in this Agreement; and

WHEREAS, the municipal services to be provided by the City to the Service Areas described in this Agreement will serve and protect the health, safety and welfare of the general public; and

WHEREAS, the City and the County desire to plan for the efficient and appropriate development of lands within their respective jurisdictions and to ensure the provision of public services are provided in a manner that does not negatively impact the general public or the environment; now therefore,

In consideration of the representations, covenants, terms and conditions set forth herein, all of which constitutes good and valuable consideration for entering into this Agreement, the City and County mutually agree as follows:

1. Recitals. The foregoing recitals constitute material representations and are incorporated herein by reference.

2. Purpose. The City shall, at its sole expense, provide municipal police, fire, and emergency response services to the Service Areas described in section 4 of this Agreement. The City shall also provide street maintenance services to Pineland and Harmony roads, which are county roads within the Service Areas. The City shall provide the services in the same manner that said services are provided to city residents.

3. Term. The term of this Agreement shall be perpetual until the Service Areas are annexed by the City or until the City and County mutually agrees to terminate this Agreement.

4. Service Areas. There shall be two service areas, which are depicted as "1" and "2" on the service area map attached to this Agreement as Exhibit A, said exhibit being incorporated herein and being a material part of this Agreement.

5. Regulatory Authority. Except as provided in section 2 above, the County shall retain full and sole regulatory control over all public and private lands within the Service Areas, including but not necessarily limited to planning, zoning, land use, development, code enforcement, and solid waste and recycling matters. Except as noted in section 2 above, the City shall not have any regulatory control over any public or private lands within the Service Areas.

6. Coordination of activities. The City and County shall coordinate with each other regarding the processing, presentation, consideration and approval of amendments or changes to this Agreement, the comprehensive land use plans of the City or County, the land development regulations (including zoning and land use classifications) of the City and County, other ordinances or regulations of the City and County, and the annexation of land by the City that affect or may affect the provision of municipal services by the City or County to the Service Areas. For purposes of this Agreement, "coordination" shall mean:

- a) Inclusion of appropriate personnel from the City or County in any pre-application meeting to review the scope of proposed changes or proposed annexation;
- b) Inclusion of appropriate personnel from the City or County as part of a technical review committee;
- c) Incorporation of comments from appropriate personnel of the City or County in official staff reports; and
- d) Presentation of comments by appropriate personnel of the City or County's to advisory boards, City Commission, and County Council.

7. Amendments. This Agreement may only be amended by mutual consent of the City and County, which amendment(s) must be in writing, must be approved by the governing bodies of the City and County, and must be executed by officials of the City and County that have authority to sign such amendment(s).

8. Termination. This Agreement may only be terminated upon the annexation of the Service Areas by the City, or upon the mutual consent of the City and County.

9. Liability. To the extent permitted by law, the City shall indemnify and hold harmless the County from and against any and all claims, demands, actions, proceedings, lawsuits, and damages arising from the City's negligent act(s) or omission(s) regarding the provision of municipal services provided herein by the City.

10. Sovereign Immunity. The City and County each expressly retain all rights, privileges, benefits, and limitations of sovereign immunity.

11. Third Party Beneficiary. Nothing in this Agreement shall be construed to confer any rights or benefits to anyone other than the City and County; and nothing in this Agreement is intended to confer or shall be construed to afford third party beneficiary rights or status to anyone.

12. EFFECTIVE DATE. This Agreement is contingent upon the adoption by the Volusia County Council of a resolution delegating to the City the exercise of specified county redevelopment powers regarding the Ormond Crossings project ("Redevelopment Resolution"); and upon the successful annexation of lands by the City, to be accomplished by the adoption of Ordinance No. 2004-28 ("Annexation Ordinance"), on which the Ormond Crossings project is to be developed. In the event the Volusia County Council does not or is unable to adopt the Redevelopment Resolution or the City does not or is unable to annex the subject land, then this Agreement shall be deemed null and void, inoperable, and shall have no legal effect.

This Agreement shall therefore become effective immediately after the County Council adopts the Redevelopment Resolution and after the City successfully annexes the lands that are the subject of the Annexation Ordinance.

August
DATED: June 13, 2004

By: *Dwight D. Penn*
Chairman, Volusia County Council

ATTEST:

[Signature]
County Manager

(Official Seal)

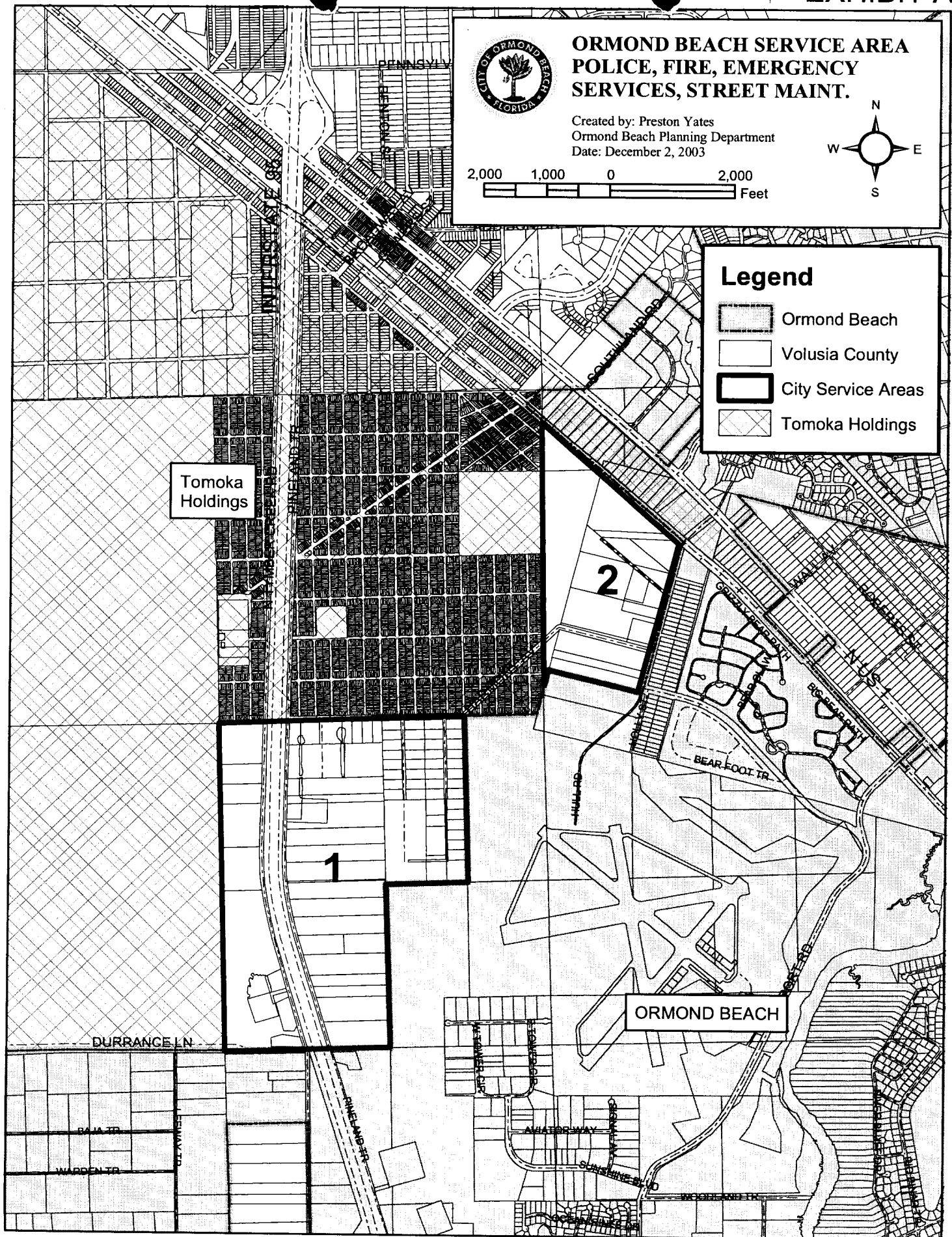
July
DATED: June 6, 2004.

By: *Fred Costello*
Mayor, City of Ormond Beach
Fred Costello

ATTEST:

Isaac D. Turner
City Manager
Isaac D. Turner

(Official Seal)



Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.B
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-35	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Ormond Enclave, Zoning Map Amendment to Planned Business Development (0.34 acres)			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request from CST Holdings, LLC for a zoning map amendment for a 0.34± acre portion of 145 North Yonge Street from B-4, Central Business to PBD. The purpose of this item is to include the 0.34± acre into the Planned Business Development zoning district area.			
Recommended Action:	It is recommended the City Commission approve the zoning map amendment for a 0.34± acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/20/2023		
Claire Whitley, Assistant City Manager		6/30/2023		
Joyce Shanahan, City Manager		7/6/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Ormond Enclave, Zoning Map Amendment to Planned Business Development (0.34 acres)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from CST Holdings, LLC for a zoning map amendment for a 0.34± acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. The purpose of this item is to include the 0.34± acre into the Planned Business Development zoning district area. A later agenda item, seeks to establish a development order for the Planned Business and Residential Development to allow 64 multi-family units.

Background

A portion of the subject property was approved for a rezoning with Ordinance 2005-32, that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a planned development amendment shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52+ acres from “Low Density Residential” to “Medium Density Residential”, increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre;
2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52+ acres proposed to be designated “Medium Density Residential”; and
3. Reduced the residential density within the 3.48+ acres currently designated “General Commercial” from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the “Courtyards at Ormond”.

Discussion

The Ormond Enclave project involves three distinct zoning actions:

1. Zoning map amendment for a 0.34+ acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. **This is the subject of this agenda item.** This zoning action is needed to incorporate the property into the Planned Business Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
2. Zoning map amendment for a 0.72+ acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to Planned Residential Development. This zoning action is needed to incorporate the property into the Planned Residential Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
3. Issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet. The development order approves a specific site plan for the development of the entire 6.34 acres. The 2009 development order had phase 1, a 9,014 square foot building constructed and the other phases have expired. The purpose of this development order is to incorporate the land areas acquired by the applicant and to allow the construction of 64 multi-family residential units and associated site improvements.

The purpose of this agenda item is to amend the zoning map from B-4, Central Business to PBD, Planned Business Development, to allow the framework for the development order item seeking 64 multi-family units.

Planning Board

The Planning Board reviewed the zoning map amendment at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no specific references to the zoning map amendment and the Planning Board discussion focused on the site development and issuance of the development order. The issuance of the development order (DO 2021-079(C)) was approved with a 5-1 vote and five (5) conditions. There were three (3) individuals who addressed the Planning Board and key points included:

1. Traffic concerns on Dix and Highland Avenues.
2. Lack of sidewalks on Dix and Highland Avenues.
3. The speed tables added on Dix and Highland Avenue are ineffective.
4. Location of the dumpster.
5. There should be a security fence around the wet stormwater pond.

Planning Board members discussed the following items:

1. Traffic along Dix and Highland Avenue. There was discussion of making Dix and Highland Avenue one-way streets. A Board member stated the traffic issues should be taken care of first before development is approved.
2. The addition of sidewalks on Dix and Highland Avenues.
3. Relocation of the dumpster.
4. Requirement of a wall along the project perimeter abutting existing residential properties.
5. Fencing around the wet stormwater pond.

The applicant stated that the project specifically addressed traffic impacts by (1) removing the proposed commercial uses within the development, (2) allowing an in-bound access point along Highland Avenue, and (3) selecting a low traffic generating use for the property where commercial uses are allowed as permitted uses. The applicant agreed to five (5) conditions that were made part of the approving motion for the issuance of the development order (DO 2021-079(C)):

1. The dumpster location would be moved from its current location and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting.

There was a discussion regarding the one-way concept for Dix and Highland Avenue that detailed the existing residential traffic calming program. In order to start reviewing this concept, there would need to be majority support from the residents along Dix and Highland Avenues. Planning staff noted that Dix and Highland Avenue have a right-of-way of 33' (typical is 50') which is not sufficient to add sidewalks and easements would be needed from property owners in order to add sidewalks. It was noted that the Ormond Enclave project is providing an easement on private property to allow the construction of the sidewalks along their property boundary. The Planning Board meeting minutes are attached to this agenda item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The zoning map amendment is not expected to have any negative citizen impact. The issuance of the development order citizen impact was discussed at the Planning Board. The primary focus of the project concerns were existing traffic issues and what impact the project would have on Dix and Highland Avenues.

Recommendation

It is recommended the City Commission approve the zoning map amendment for a 0.34± acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development.

Attachments:

1. 23-35 145 N. Yonge St., ZMA to PBD (P23-0108G)
2. Exhibit A, Legal Description, ZMA to PBD
3. Exhibit B, 145NORTH_YONGE_ZONING
4. 06.08.2023, Ormond Enclave, ZMA to PBD, PB staff report
5. 06.08.2023, DRAFT PB Minutes - Ormond Enclave, 145 North Yonge Street, ZMA to PBD

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 30, 2023



Joyce Shanahan, City Manager

Date: July 06, 2023

ORDINANCE NO. 2023-35

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.34 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, CST Holdings, LLC, a Florida Limited Liability Company (“Applicant/Property Owner”) is the fee simple owner of certain real property consisting of approximately 6.34 acres located at 145 North Yonge Street, (Volusia County parcel number: 4215-04-01-0270), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has submitted an application to the city for a zoning map amendment for a 0.34± portion of the Property from B-4, Central Business, to Planned Business Development (PBD), which is legally described and depicted in Exhibit “A” attached hereto and incorporated herein, and

WHEREAS, the Property to be re-zoned is less than ten (10) contiguous acres, consisting of approximately 0.34 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning

designation of a portion of one parcel of property located at 145 North Yonge Street (Volusia County parcel number: 4215-04-01-0270), as more particularly described and depicted in Exhibit “A” from B-4, Central Business, to Planned Business Development (PBD) as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 3

OVERALL LEGAL DESCRIPTION – 145 NORTH YONGE STREET
(from Sliger & Associates survey)

DESCRIPTION OF SURVEYED PROPERTY PER OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA:

E(O.R.B. 6450, PG. 4136):

¹PARCEL "A"

LOTS 25, 26 AND 27, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL "B":

THE WESTERLY 840 FEET MORE OR LESS OF LOT D, SUBDIVISION OF RIVER LOT 9, AND THAT PART OF LOT D, RIVER LOT 9 1/2, LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ORMOND, ACCORDING TO THE PLAT RECORD THEREOF IN MAP BOOK 3, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART OF LOTS D HEREIN DESCRIBED IS INTENDED TO INCLUDE ALL THAT PART OF SAID LOTS D LYING WESTERLY OF THE WESTERLY LINE OF LOT 18, EMMON'S SUBDIVISION AS SHOWN IN MAP BOOK 6, AT PAGE 100, EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF LOT D, RIVER LOT 9 AFOREMENTIONED AND EXCEPTING ANY PART OF SAID LOTS D WITHIN THE RIGHT-OF-WAY OF U.S. HIGHWAY #1.

PARCEL "C":

ALL OF LOT E, AND LOT D, EXCEPT THE EAST 100 FEET THEREOF, ASSESSOR'S SUBDIVISION OF RIVER LOT 11 1/2, ORMOND, AS PER MAP IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA [LESS AND EXCEPT ANY PART OF SAID LOT E WITHIN THE RIGHT-OF-WAY OF NORTH YONGE STREET, (U.S. HIGHWAY NO. 1)].

PARCEL "D":

~~LOTS 1, 2, 3 AND 4, BLOCK 2, MAP OF MAYO SUBDIVISION OF RIVER LOT 6, ORMOND, OF RECORD IN MAP BOOK 2, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM SAID LOT 1 THAT PORTION THEREOF WITHIN YONGE STREET (U.S. HIGHWAY #1).~~

LESS AND EXCEPT:

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-14-10-0080

(O.R.B. 6450, PG. 4134)

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-04-01-0270 AND 4215-04-01-02702009

PARCEL E (O.R.B. 7696, PG. 3818)

LOTS 5, 6, 7 AND 8, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0050

AND (O.R.B. 7151, PG. 3887)

LOTS 9, 10 & 11, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0090

AND (O.R.B. 7714, PG. 1251)

E 100 FT OF LOT D SUB RIVER LOT 11 1/2 ORMOND

LEGAL DESCRIPTION

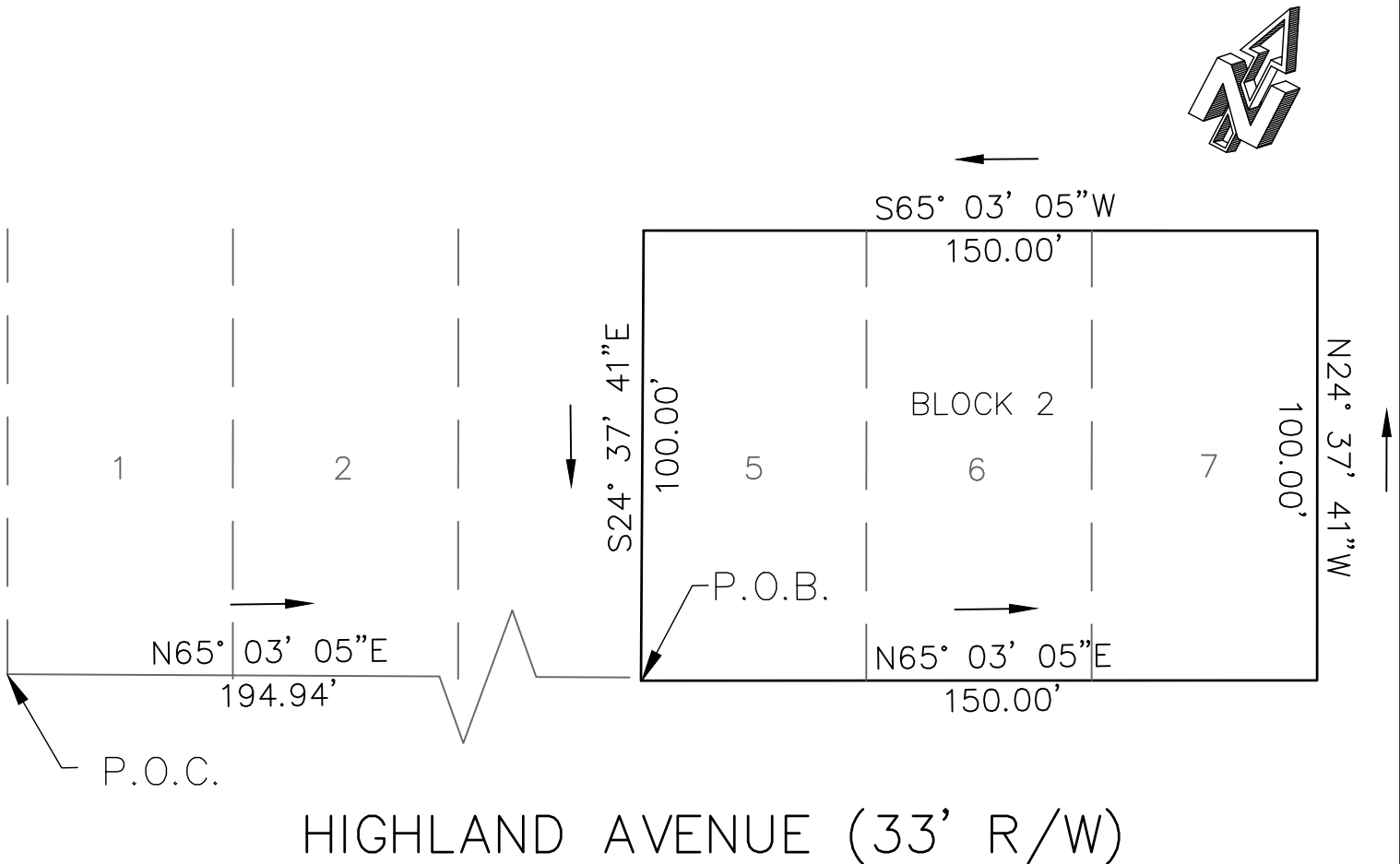
Land area to be re-zoned from B-4 to PBD

B-4

LOTS 5, 6, 7, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA, AS RECORDED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF HIGHLAND AVE (A 33 FOOT RIGHT-OF-WAY AS PLATTED) AND THE WESTERLY LINE OF LOT 1 OF THE AFORESAID MAYO SUBDIVISION, RUN THENCE N65°03'05"E ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 194.94 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 5, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING N65°03'05"E ALONG SAID NORTHERLY LINE DISTANCE OF 150.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7; THENCE DEPARTING SAID NORTHERLY LINE, RUN N24°37'41"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID MAYO SUBDIVISION; THENCE DEPARTING SAID EASTERLY LINE, RUN S65°03'05"W ALONG SAID NORTHERLY LINE A DISTANCE OF 150.00 FEET TO A POINT OF INTERSECTION WITH THE SAID WESTERLY LINE OF LOT 5; THENCE DEPARTING SAID NORTHERLY LINE RUN S24°37'41"E ALONG SAID WESTERLY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 15,000 SQ.FT OR 0.34 ACRES MORE OR LESS



LOCATION MAP



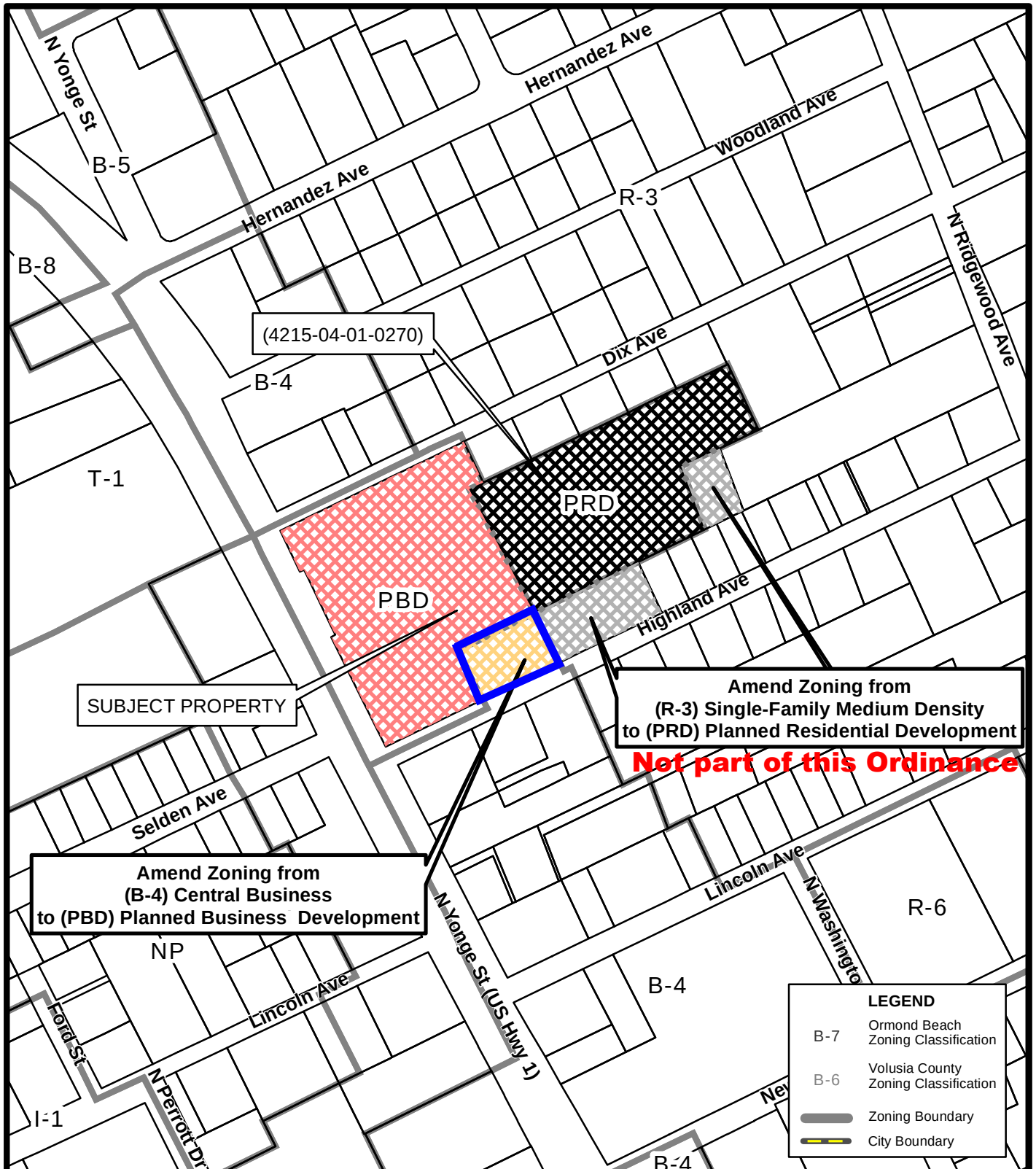
PARCEL ID: 4215-04-01-0270

OWNER: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

APPLICANT: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

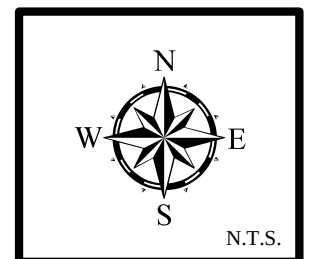
ZONING MAP AMENDMENT ADDRESS: 145 NORTH YONGE STREET, ORMOND BEACH, FL 32174

EXHIBIT "B"



ZONING MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 4, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Ormond Enclave (fka "Courtyards at Ormond") , Zoning Map Amendment to PBD

APPLICANT: CST Holdings, LLC

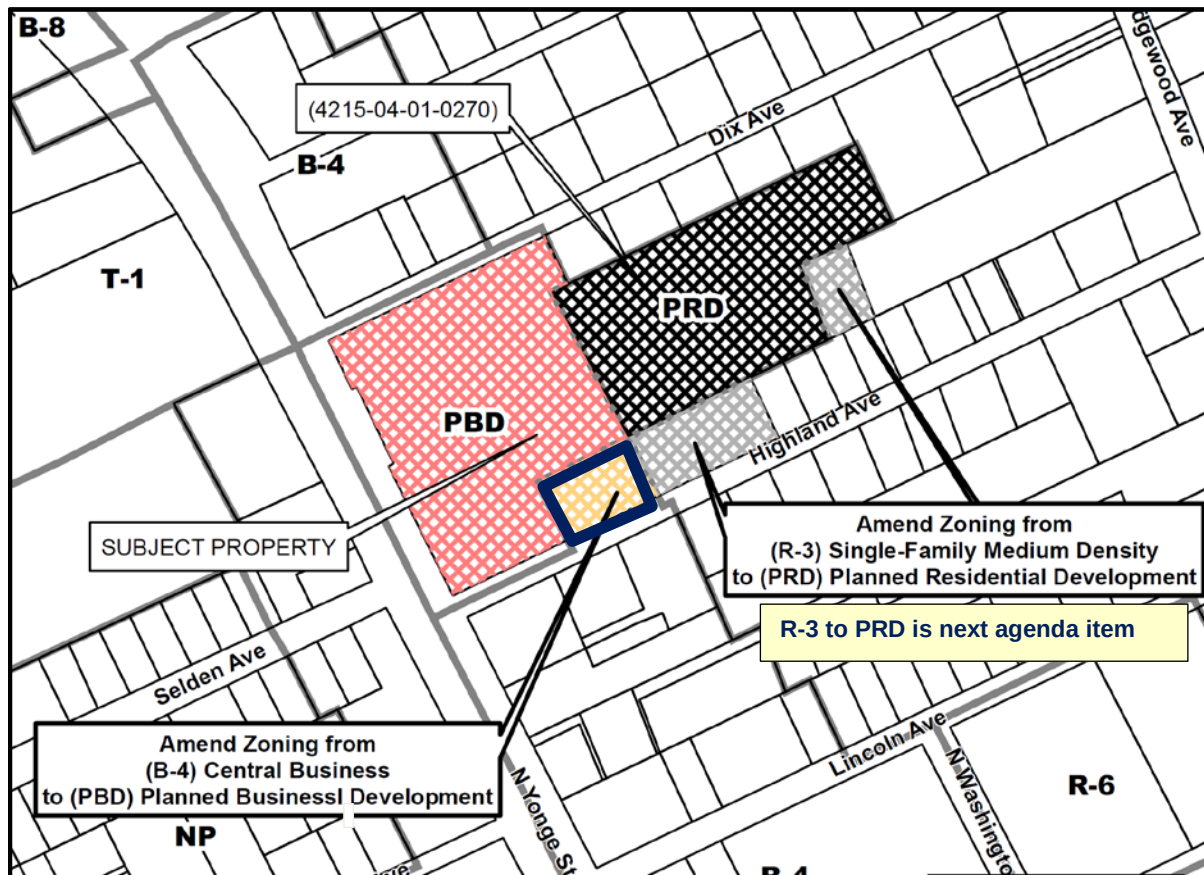
NUMBER: ZMA 2021-079(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request from CST Holdings, LLC for a zoning map amendment for a 0.34± acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. The purpose of this item is to include the 0.34± acre into the Planned Business Development zoning district area. Agenda item DO 2021-079(C), later on the agenda, seeks to establish a development order for the Planned Business and Residential Development to allow 64 multi-family units. The area of the zoning map amendment is shown in Exhibit 1 below:

EXHIBIT 1: Zoning map amendment area



SECTION 2, BACKGROUND:

A portion of the subject property was approved for a rezoning with Ordinance 2005-32 that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a planned development amendment shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52± acres from "Low Density Residential" to "Medium Density Residential", increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre;
2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52± acres proposed to be designated "Medium Density Residential"; and
3. Reduced the residential density within the 3.48± acres currently designated "General Commercial" from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the "Courtyards at Ormond". Below within Exhibit 2 is the abutting land use and zoning of the area sought to be added to the Planned Business Development zoning designation.

EXHIBIT 2: Abutting land use and zoning designations

	Current Land Uses	Future Land Use Designation	Zoning
North	Ormond Enclave parcel	"General Commercial"	B-4 (Central Business)
South	Retail (Sherman Williams)	"General Commercial"	B-4 (Central Business)
East	Ormond Enclave parcel	"Medium Density Residential"	R-3 (Medium Density Single-Family)
West	Commercial uses across US 1	"Heavy Commercial"	B-5 (Service Commercial)

Since the 2009 Planned Development, there has been property that has been purchased by the applicant that now needs to be incorporated into the development plan.

SECTION 3, PROJECT PROCESS:

Applications:

There are three distinct zoning actions associated with the Ormond Enclave project that include:

- A. Zoning map amendment for a 0.34+ acre portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. **This is the subject of this agenda item.** This zoning action is need to incorporate the property into the Planned Business Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- B. Zoning map amendment for a 0.99+ acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to Planned Residential Development. This zoning action is needed to incorporate the property into the Planned Residential Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- C. Issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet. The development order approves a specific site plan for the development of the entire 6.34 acres. The 2009 development order had phase 1, a 9,014 square foot building constructed and the other phases have expired. The purpose of this development order is to incorporate the land areas acquired by the applicant and to allow the construction of 64 multi-family residential units and associated site improvements.

Project review process:

The Planned Residential and Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendments and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project (both the zoning map amendment and issuance of the development order) has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district for the issuance of the development order item. The neighborhood meeting was conducted on January 17, 2023 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board

provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:

- a. Application submitted by the applicant;
- b. Staff report;
- c. Written correspondence provided;
- d. Testimony presented at the public hearing; and
- e. Criteria for rezonings and issuance of a Development Order.

4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are July 18, 2023 and August 1, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

- a. Report and recommendation of the Site Plan Review Committee and the Planning Board.
- b. Report and recommendation of other city departments and advisory boards, as appropriate.
- c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

SPRC Review and advertising process

Exhibit 3 shows the Site Plan Review Committee (SPRC) review process and the notice requirements for public meetings for both the zoning map amendments and issuance of a development order.

EXHIBIT 3: SPRC review and advertising process

PZ-21-079		
Action	Date	Notes
1 st SPRC submittal	June 17, 2021	SPRC review: July 9, 2021
Neighborhood meeting	August 25, 2021	600' mail radius; newspaper ad
2 nd SPRC submittal	September 28, 2021	SPRC review: October 20, 2022
Neighborhood meeting	January 17, 2023	600' mail radius; newspaper ad
3 rd SPRC submittal	April 25, 2023	SPRC review: May 12, 2023
Planning Board	June 8, 2023	300' mail radius; newspaper ad; site posting
City Commission, 1 st	July 18, 2023 (tentatively)	300' mail radius; newspaper ad
City Commission, 2 nd	August 1, 2023 (tentatively)	newspaper ad
SPRC final review	To be determined	

The August 25, 2021 neighborhood meeting reviewed a site plan for a 10,889 square foot retail building and a 48 unit multi-family development. The second neighborhood meeting on January 23, 2023 reviewed a site plan of 64 multi-family units. The neighborhood meeting is focused more on the issue of the development order, but it is provided with the zoning map amendment for informational purposes. A summary of the neighborhood meeting is as follows:

Presentation:

1. Newly proposed plans have removed the commercial property to address concerns from the previous neighborhood meeting. The commercial has been replaced with additional multi-family dwelling units. There will be eight 2-story buildings with 8 units in each building making a total of 64 multi-family dwelling units. The buildings will be approximately 29.5 feet tall and there will be two different layouts. Based on allowed density, the plans could have up to 99 units, but the owner wants to preserve as much vegetation as possible, make luxury apartments, and blend the multi-family between the commercial to the west and residential to the east.
2. Newly proposed plans have modified the ingress/egress to have an entrance only along Highland Avenue in an effort to address concerns from the previous neighborhood meeting.

Meeting comments:

3. Wanted to know price point of apartments and if it was affordable housing. Applicant stated price would be based on the market and it is not intended to be an affordable housing complex.
4. Some residents were not opposed to the idea of commercial. Wanted to know if they could limit the type of commercial uses.
5. Concerns regarding lighting impacts to existing neighborhood.
6. Wanted to know materials of building and if the project would be phased. Had concerns that this project could not be completed similar to the Ormond Renaissance project. Applicant clarified it will be one phase and the buildings will be constructed out of concrete masonry blocks.
7. Privacy concerns with 2-story buildings adjacent to shorter homes in neighborhood. Applicant stated the buildings will be similar to an average house height at approximately 29.5 feet tall. The buildings will be at least 50 feet from an abutting residential home, will have a 6-foot tall vinyl fence, and oaks and shrubs will be replanted along the eastern boundary line that abuts residential.
8. Wanted to see if the community will be gated. Applicant responded that a gated community is not an option due to car-stacking issues.
9. Will there be security, an office on-site, and will a maintenance person be on-site or on an on-call basis? Applicant stated the managing office will be off-site and there will be a maintenance person called on an as-needed basis. There will be no security.

10. Ability to reduce the number of units and increase monthly prices to have a unique and high-quality apartment complex different from other cities.
11. Concerns for traffic were expressed.
12. Suggest to limit exit for Dollar General along Highland Avenue to be a left turn only to reduce traffic leaving store.
13. Commented that Dix and Highland are narrow enough and having 64 new homes with multiple cars will devastate the area further.
14. Newly installed speed tables have done nothing to slow traffic or making narrow roads safer for residents and their children.
15. Concern for drainage was expressed.
16. After heavy rains, flooding is already a concern and naturally flows to subject property. Concerns that new buildings and land clearing will cause more flooding to abutting homes.
17. Applicant clarified the existing pond will remain and there will be additional dry retention ponds added to account for nutrient loading. This is required in order to retain all stormwater on site and not impact surrounding neighborhoods.
18. Applicant clarified they desired to preserve as many trees as possible. Southern sidewalk meanders to avoid impacts to existing trees on-site.
19. Applicant stated no plans for a pool or playground.
20. Biggest concerns regarding width of residential streets and are already unsafe for driving, especially large trucks.
21. Don't want any projects that will bring larger volumes of traffic.
22. Major concerns regarding flooding, and what the city is doing to resolve the current issue, and what the developer will do to prevent further flooding off-site.

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1029/Ormond-Enclave> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

SECTION 4, ANALYSIS/ CRITERIA FOR APPROVAL:

The 0.34± acre parcel is proposed to have a zoning map amendment from B-4, Central Business to PBD, Planned Business Development. The B-4, Central Business zoning district allows a variety of uses including retail, office, restaurants, personal services and multi-family uses. The zoning map amendment does not provide for any specific uses or development approval. The specific development plan is within the issuance of the development order agenda item.

There are certain criteria that must be evaluated before a Planned Business Development zoning map amendment can be acted upon. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan development order.** According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed action is a zoning map amendment from B-4, Central Business to PBD, Planned Business Development. This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The Future Land Use Element directive text within the Comprehensive Plan is as follows:

A. General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

The Comprehensive Plan contains the following Goals, Objectives and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.1.9.

Medium and high density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.

POLICY 1.1.10.

Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these "opportunity" areas as Medium Density Residential on the Future Land Use Map.

POLICY 2.1.14.

The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

Transportation Element

GOAL 1. LAND USE

PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.

POLICY 1.5.2

Development and redevelopment within designated TCEAs is exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

The zoning map amendment is consistent with the Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map amendment seeks to allow the framework for uses consistent with the land use designation.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case**

of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. Detailed traffic studies are provided with the issuance of the development order item.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. The proposed development provides for the safety of occupants and visitors.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment B-4, Central Business to Planned Business Development; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Commercial".

SECTION 5, RECOMMENDATION:

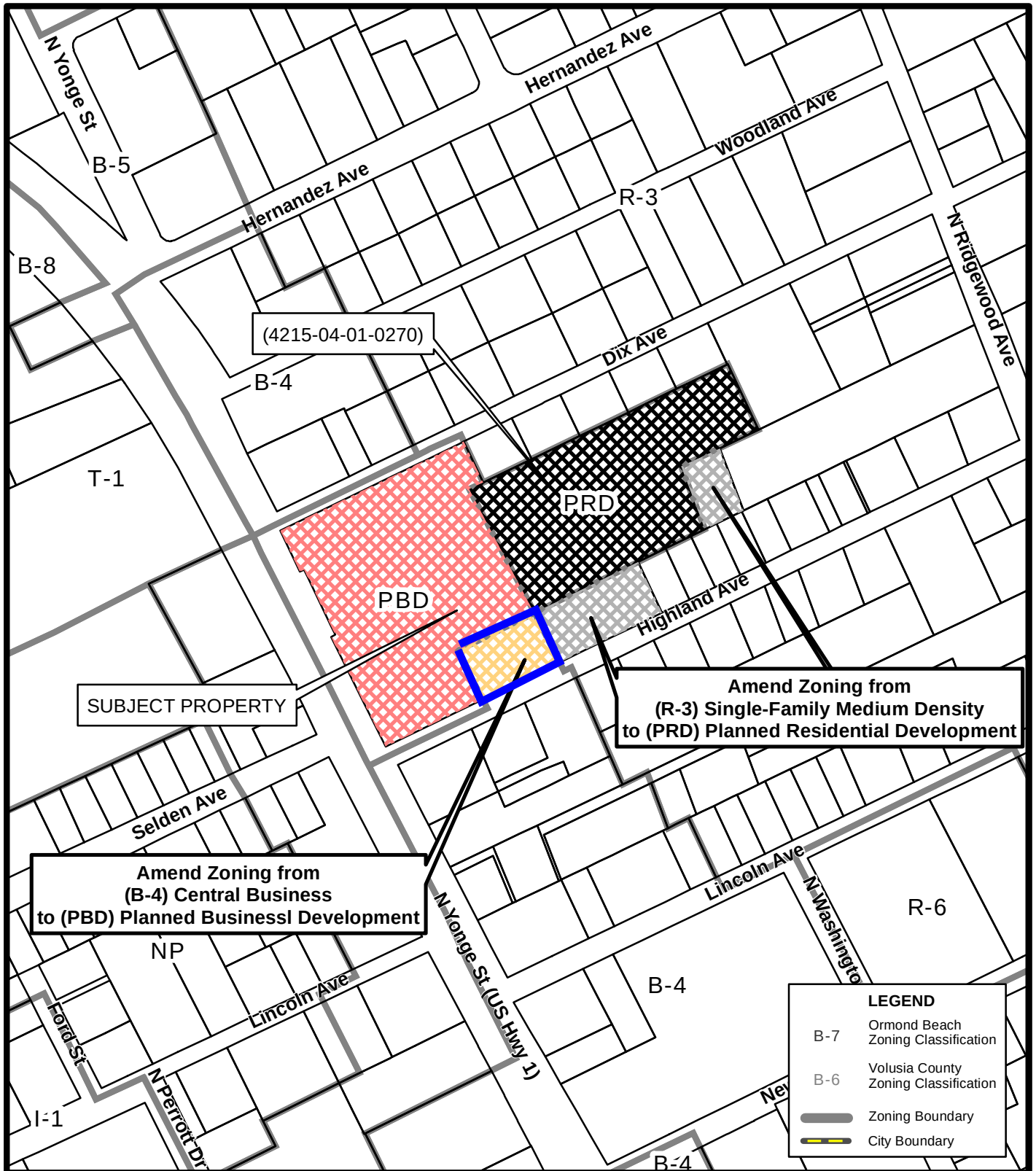
Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment from B-4, Central Business to PBD, Planned Business Development for a 0.34 $\pm$ acre parcel within the Ormond Enclave project at 145 North Yonge Street. The agenda item DO 2021-079(C) would review and act upon the development of the property for multi-family residential uses.

Attachments:

- 1: Zoning Map Amendment
- 2: Location, Aerial, and Land Use Maps
- 3: Correspondence received

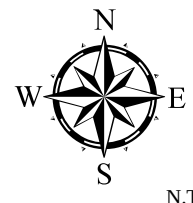
ATTACHMENT 1

Zoning Map for Amendment



ZONING MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

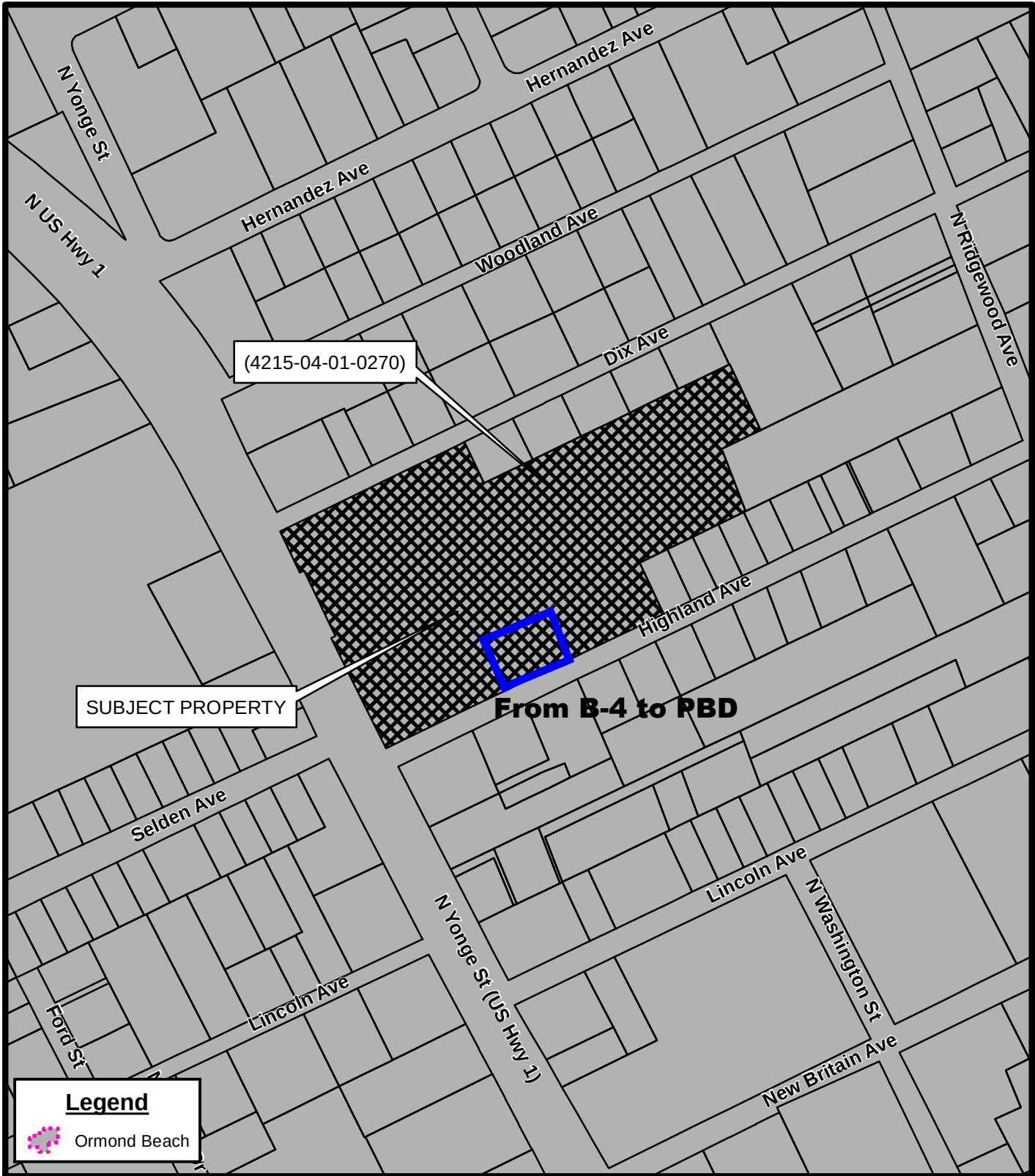
Prepared By: The City of Ormond Beach
 G.I.S. Department - May 4, 2023



N.T.S.

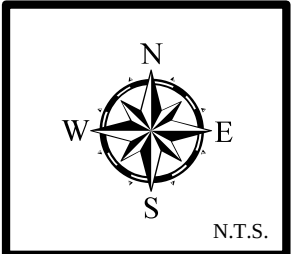
ATTACHMENT 2

Location, aerial, land use
maps



LOCATION MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

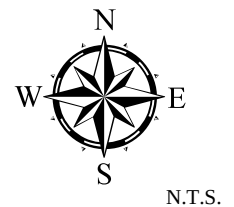
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

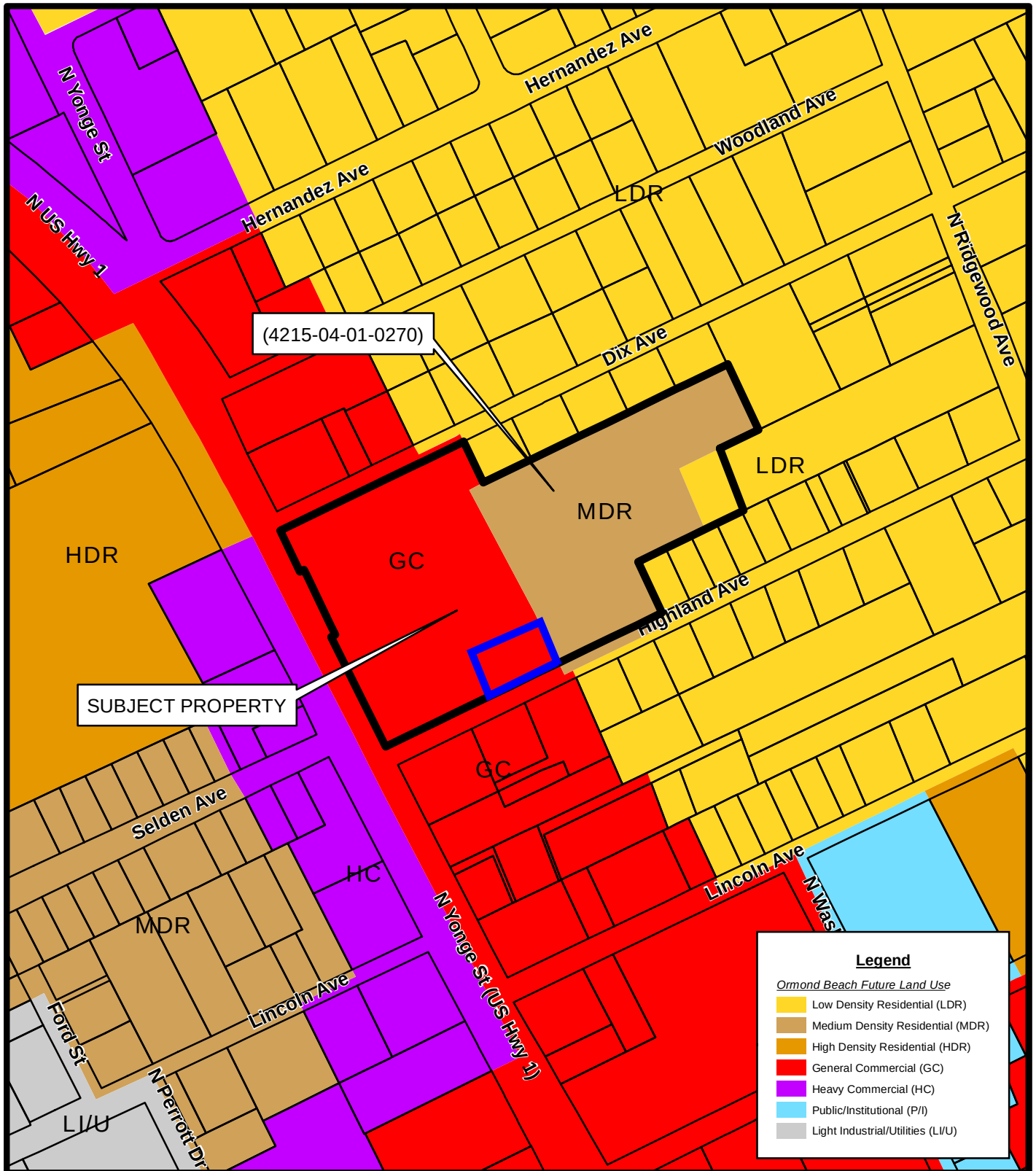




AERIAL MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

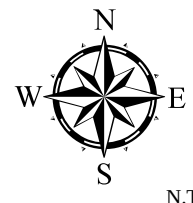
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023





FUTURE LAND USE MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 4, 2023



ATTACHMENT 3

Correspondence Received

Spraker, Steven

From: jennifer cone wells <jwells@cfl.rr.com>
Sent: Monday, April 24, 2023 1:27 PM
To: Spraker, Steven
Subject: Re: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (04.24.2023)

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

For Planning Board-

Just in case you haven't noticed.....there is no more room for growth in Ormond Beach! Especially in the heart of our community. Traffic is terrible! And gets worse every month! (I can't even get out of my driveway on a daily basis) We've maxed out land for growth in our community at large....and the only remaining space for growth is westward. We love Ormond Beach....and loved living here until little Ormond Beach outgrew it's self. The community needs to focus growth on activities and events instead of eating up every little wee bit of green land that remains! Those of us who chose to live here yeas ago would like to keep the community as it was when we moved here. Stop focusing on land grabs & dollar development when there is so much more to better this community than traffic jams; water shortages; major traffic jams; and Dollar Stores! Please wake up! WE HAVE NO MORE ROOM OR NEED FOR GROWTH IN THE FORM OF BUILDINGS!! The community can no longer manage that kind of growth. None of us want it. The only people that want this type of growth are builders. Why should they dictate how we live while they make tons of money?

Jennifer Cone-Wells

On Apr 24, 2023, at 12:19 PM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

The Ormond Enclave project has re-submitted to the city's Site Plan Review Committee (SPRC). The submittal is available at <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project is seeking to be on the June 8, 2023 Planning Board agenda. The SPRC review is due on May 4th and will determine if the project is ready for the Planning Board agenda or needs an additional site plan submittal. Additional notification regarding a Planning Board hearing date would be provided on this distribution group, on the city's website, abutter letters, newspaper advertisements, and site posting. Written correspondence received on the project will be provided in the public hearing packets. Any correspondence for the public meetings can be e-mailed to me at Steven.Spraker@ormondbeach.org or comdev@ormondbeach.org and should include the text "For Planning Board" in the subject line. Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, December 29, 2022 3:12 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (12.29.2022)

Good afternoon,

The Storch Law Firm is conducting a neighborhood meeting for the Ormond Enclave, formerly the Courtyards project on **Tuesday, January 17, 2023, at 6:00PM at Trails Clubhouse, 201 Main Trail, Ormond Beach, FL 32174.** This project is located along the east side of US 1, between Dix Avenue and Highland Avenue. The site plan submitted shows a residential development of 64 low-rise apartments. The attached notice provides a contact of The Storch Law Firm who may be contacted by phone at (386) 238-8383 or by email at corey@storchlawfirm.com.

The project requires a neighborhood meeting, Planning Board review, and City Commission action. The site plan submittals are available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590

Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, October 6, 2022 1:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (10.06.2022)

Good afternoon,

This is a distribution list for the Ormond Enclave (formerly known as the Courtyards at Ormond) project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Ormond Enclave project has re-submitted a site plan for a 6.34-acre parcel that proposes 64 multi-family residential units and removal of the previously proposed retail uses. The site plan submittal is available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
< >
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

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From: [Spraker, Steven](#)
To: ["cswan129@gmail.com"](mailto:cswan129@gmail.com)
Subject: RE: Project: Apartment Building at US 1 and Highland Avenue and Dix
Date: Thursday, September 2, 2021 7:32:50 AM
Attachments: [image001.jpg](#)

Good morning,

Thank you for your e-mail. I can included this e-mail when the project moves forward to a public hearing. The project has not been scheduled for a public hearing and city staff are awaiting a resubmittal to the city Site Plan Review Committee. I will add your e-mail to the project distribution list to provide information on future project submittals and public hearings.

Steven

Steven Spraker, AICP
Planning Director



Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: cswan129@gmail.com <cswan129@gmail.com>
Sent: Wednesday, September 1, 2021 7:31 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Project: Apartment Building at US 1 and Highland Avenue and Dix

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

Hello Mr. Spraker,

I am Christine Swanson and have owned my home at 44 Highland Avenue, Ormond Beach, FL 32174 for 34 years. One of the many reasons I moved to Ormond Beach was that Ormond was known to save trees, control development and was a family oriented location! I love where I live and take advantage of the walking distance to various shops and restaurants and I walk the bridge.

I attended the meeting on August 25th at the Performing Arts Center regarding the proposed 48 apartments and 3 retail shops to be built at U.S. 1 between Highland Avenue and Dix. I am glad that you were present and as you can attest the people who live on these streets along with people that live in the vicinity **DO NOT WANT THIS DEVELOPMENT BUILT!** Most of the speakers had done their research and asked questions that could not be answered by the gentleman from Parker Mychenberg. It goes without saying that our small streets with no sidewalks will not be able to withstand the additional vehicular traffic once the complex is built! And what kind of retail businesses will be added to the mix? We already have a ton of traffic coming and going on Highland and Dix at all hours of the day trying to bypass

Granada Blvd. and the majority of the traffic does NOT adhere to the posted 25 mph speed limit! We have children that walk and ride their bikes to Ormond Elementary and Ormond Middle schools! As was mentioned in the meeting, children play and ride their bikes along these roads, people walk their dogs, people ride their bikes, families walk down to the pier and people walk the bridge. All this is done while navigating the traffic speeding up and down the streets. It is not safe and eventually someone is going to be hit or God forbid killed by a careless driver that is not paying attention. I take my life in my hands when I am mowing and weeding my front yard!! Everyone is always in a hurry and paying attention to a cell phone instead of the road!

I remember years ago when the City of Ormond Beach wanted to move the little white church that is next to the west side of the bridge on Beach Street and build a bunch of offices and restaurants and had plans for some sort of a floating pier. The people were up in arms over that and I attended the meeting. Before the meeting was started city officials announced that they had heard from an overwhelming amount of the citizens of Ormond Beach that they did not want what was being proposed and they had already scrapped the project, but they would allow people to speak and give their comments. I found it amazing that the City actually listened to the people! We need the City to listen to the people again for this horrific project!

What has happened to the Granada Blvd. corridor has been horrendous with stripping the land to build a WAWA gas station and car wash!! And also stripping the land across the street which is still vacant. I can't image what will eventually be built there. Vacant land with trees and animal habitat is always in danger of being torn apart to build what?? Mostly something that is not even needed! You take away all the trees, kill the environment, animals lose their homes and people lose their rights to their neighborhood tranquility. And for what - the almighty dollar??!! I won't even get into what Parker Mychenberg is building in the Loop area, but you get my drift.

We need the City to listen to the people regarding this development that will do such harm to our neighborhoods in creating horrific issues with traffic, flooding, harm to our wildlife and our citizens' safety! I thank you for your time and anything you can do to help us in this fight for our rights as homeowners.

As I mentioned, I have lived here 34 years and have never received any correspondence via email regarding upcoming issues and would appreciate it if you would add my email address to the list so that I receive information regarding changes to my surroundings.

Thank you very much.

Christine Swanson
44 Highland Avenue
Ormond Beach, FL 32174
cswan129@gmail.com

From: [Beth Putnam](#)
To: [Spraker, Steven](#)
Subject: Re: Courtyards at Ormond
Date: Friday, August 27, 2021 4:00:07 PM

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

Thank you for the meeting information. I was not able to attend on Wednesday, as I was working. I am totally against the courtyards project, as it is to population dense, not family friendly, and he's only going to exacerbate the traffic and speeding problem that we have in this neighborhood.

Sent from my iPhone

On Aug 19, 2021, at 2:53 PM, Spraker, Steven
<Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

Planning staff has been informed that the Ormond Beach Senior Center is closed until further notice. The Courtyards at Ormond neighborhood meeting scheduled for August 25th will be held in the **Ormond Beach Performing Arts Center Auditorium**. The Performing Arts Center is located at 399 North US Highway 1. There will be individuals to direct traffic and signage to direct people to the meeting location. The neighborhood meeting is scheduled for August 25, 2021 starting at 6pm. Please contact me if there are any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<[image001.jpg](#)>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Tuesday, August 3, 2021 1:15 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Courtyards at Ormond

Good afternoon,

Please find attached for your information a notice regarding a neighborhood meeting for the Courtyard at Ormond project. The neighborhood meeting will be held in the Ormond Beach Senior Center Art Room located at 351 Andrews Street, Ormond Beach, Florida, 32174 on August 25, 2021 from 6:00 PM to 7:00 PM. The Courtyard at Ormond project proposes to construct a 10,889 square foot retail building (3 units) and a 48-unit multifamily apartment complex located at the north east corner of the intersection of North Yonge Street and Highland Avenue. The project shall require a zoning map amendment with review by the Planning Board and action by the City Commission.

Thank you

Steven

-

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, June 24, 2021 7:46 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Courtyards at Ormond

Good morning,

This is a distribution list for the Courtyards at Ormond project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Courtyards at Ormond at 135 North Yonge Street has re-submitted a site plan for a 6.34-acre parcel that proposes 48 multi-family residential units and 10,889

square feet of retail. The site plan submittal is available at: <https://www.ormondbeach.org/247/Development-Projects>. The previous site plan submittal expired. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Attached to the e-mail is the process for the project review and the site plan.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
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E-mail: Steven.Spraker@ormondbeach.org

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DRAFT

**Planning Board minutes
from**

June 8, 2023

ITEM:

ZMA 2021-079(A)

Ormond Enclave, 145 North Yonge
Street, Zoning Map Amendment to PBD

V. APPROVAL OF MINUTES

May 11, 2023

Mr. Jorczak moved to approve the May 11, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

- A. ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD
- B. ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD
- C. PRD/PBD 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (A), (B), and (C), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker detailed the history of the project including a 2005 approval, 2009 approval and a 2019 Comprehensive Plan amendment. Mr. Spraker continued that the subject property has three (3) land uses of "General Commercial", "Medium Density Residential", and "Low Density Residential." The land uses allow a maximum of 193,014 of building area or 107 residential units.

Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.34 acres that has a B-4, Central Business zoning designation that has been purchased by the project team and needs incorporation into the PBD, Planned Business Development zoning designation. Mr. Spraker continued that agenda item (B) was for a zoning map amendment for 0.72 acres that has a R-3, Single-Family Medium Density zoning designation and needs incorporation into the PRD, Planned Residential Development zoning designation. Mr. Spraker noted that the staff report called the area a total of 0.99 acres, but it was discovered that an additional lot was added to this total that is already Planned Residential Development.

Mr. Spraker stated that agenda item (C) was the issuance of the development order and reviewed the proposed site plan. Mr. Spraker noted:

- The gross density is 10.09 units per acre.
- There is an existing use – Dollar General – 9,014 square feet that would remain.
- A total of 131 parking spaces required and 164 parking spaces provided.
- The proposed building height is 25' 2", a total of two stories.
- There are eight buildings.
- The minimum setbacks to existing residential lots is 50'.

Mr. Spraker displayed a PowerPoint slide detailing the areas of fencing and stated that areas not fenced have heavy natural vegetation. The Land Development Code (LDC) allows the Site Plan Review Committee (SPRC) to determine the appropriate fencing, but because this is a Planned Development, the Planning Board can provide its recommendation.

Mr. Spraker reviewed the project traffic and building elevations. He elaborated that there were four correspondence items received for this project. Mr. Spraker stated that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of agenda items (A), (B), and (C).

Chairman Thomas opened it up to the Board for questions.

Board Discussion and Questions

Ms. Shull asked what the date of the traffic study was. Mr. Spraker replied that the project is in a transportation concurrency exception area, therefore a study is not required. Additionally, the projects do not trigger enough trips, as 1,000 trips a day, requires a traffic study.

Ms. Shull asked for clarification on the number of stories and units proposed for the project. It was confirmed that the buildings would be two-story with 64 units.

Mr. Galloway asked for the location of the dumpster to be pointed out. Mr. Spraker displayed the location of the dumpster on the PowerPoint presentation and explained that another location can be proposed.

Mr. Railsback asked if Dollar General has a dumpster. Mr. Spraker replied that they may have a dumpster but that he would let the applicant speak on the matter as they are more familiar with that site.

Mr. Jorczak inquired about the project's main exit, asking if it is in the Dollar General parking lot. Mr. Spraker explained that the main entrance and exit is off of U.S. Highway 1. He continued that the entry-only access is off of Highland Avenue, and Dix Avenue is full-access.

Chairman Thomas inquired if there is access headed south for Highland Avenue. Mr. Spraker explained that there is a turn-lane off of U.S. Highway 1 that allows drivers to go into Highland Avenue. The state roadway allows a left-turn onto Highland Avenue. Highland Avenue will be a one-way access point in.

Chairman Thomas commented that he would like to hear from the residents how they go south off of Highland Avenue.

Mr. du Moulin asked if an Environmental Impact Study was done. Mr. Spraker replied that there are no wetlands onsite and added that the property is not in the floodplain therefore, there are no requirements for the study..

Applicant's Presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, stated that infill development is encouraged, in which is what they are proposing with the project. He reviewed a presentation outlining the proposal and stated that at this time it is an undeveloped site surrounded by residential and commercial development off of U.S. Highway 1. Mr. Storch explained how infill is efficient, allowing walkability, driving less, with the opportunity to live downtown and support local businesses. He added that this is the first downtown multi-development in the area in 40+ years. Mr. Storch referenced the traffic concerns, noting that staff has been working on addressing the concerns with traffic-slowng devices. He explained how the project proposes that traffic go through the site as opposed to going around it. The owner purchased additional lots for a better design, expounding property boundaries. Mr. Storch remarked that instead of the 107 units allowed, only 64 units would be going in. He explained the access points and traffic flow, noting that rather than access off of U.S. Highway 1, it would be blocked off with landscaping. There will only be one access via Highland Avenue. Dollar General delivery trucks will be able to go through the project site as opposed to going around.

Mr. Storch displayed the viewshed overhead of what the vacant property has looked like on U.S. Highway 1 with vagrants using it, the trash that has been thrown on it, brazilian peppertrees and other invasive species overgrowth. He explained the typical appearance of a vacant property in any downtown area. The proposed project will allow a two-story building viewshed of extensive landscaping along U.S. Highway 1, a shared access with Dollar General, and the aforementioned access along Highland Avenue. He added that a section of Highland Avenue will be preserved for a tree preservation area and dog park. Mr. Storch remarked that the zoning allows a five-story building on the site or a three- to- four-story residential project.

Mr. Storch stated that the parking changes to the plans, moved parking internal to the site. There is 50' between the apartments and the adjoining perimeters and have provided for vegetation and structures to ensure there is no impact. Mr. Storch explained that if the area were to have single-family in its place, they would be much closer to the existing single-family.

Mr. Storch reiterated the earlier comment that there are no environmental issues on the site. There are no wetlands or flood plain impacts. 33 percent of the site is maintained in open space. Mr. Storch stated 33,000+ square feet is part of the tree and natural vegetation preservation area and is not being touched. Mr. Storch explained the stormwater for the site, explaining that it will be improved from what it currently is and that once the stormwater system is in, there will be 72 percent less stormwater runoff from the property. He added that there is a large wet-retention system in the rear of the property that is surrounded by vegetation, as well as another system designed to reduce the amount of nutrients in stormwater. The quality of the stormwater will be far less with the nutrients removed.

Board Discussion and Questions

Mr. du Moulin asked for additional explanation of the wet-retention system. Mr. Storch pointed to the area next to the lake system in his presentation overhead,

explaining that the water goes into it and filters out the nutrients before it goes offsite, providing additional stormwater protection.

Mr. Storch advised the Board that once the project goes in, it will be a 12 million dollar investment into the Downtown District.

Mr. Railsback commented that he appreciates the effort in reducing the density concurrency and stormwater impacts. He expressed concern about access between properties as an adjacent property owner, and inquired about fencing or walls planned for the project. Mr. Railsback stated that he would feel more comfortable with limited or eliminating access. Mr. Storch replied that there are a few homes on the Dix Avenue side, and approximately two homes adjacent to the site on the Highland Avenue side. There is a 6' white vinyl fence planned on the Dix side of the site as well as the setback and additional stormwater. Mr. Storch agreed to work with the citizens if they are interested in landscaping on the other side. He continued that the applicants would be willing to put a fence up if requested. There was no plan for a fence there initially due to the preserved natural preservation. Mr. Storch confirmed that the proposed project plan was not to encompass the site by a fence but that it can be added into the plan.

Chairman Thomas stated that he would like a masonry fence in place of a vinyl or chain-linked fence.

Mr. Railsback concurred with Mr. Thomas.

Mr. Storch suggested adding a stipulation for a masonry wall for every area adjacent to a neighbor.

Mr. Railsback commented that a neighbor to the property, Mr. Bill Navarra installed a fence all the way around his property, and suggested that being an incentive for supporting the project for the majority.

Mr. Jorczak referenced the aforementioned walkability comment and remarked that he noticed an easement on the Dix Avenue side for a sidewalk on the plans, but did not notice a sidewalk on Highland Avenue. Mr. Storch replied that Dix Avenue is already developed and it was determined that there is already a sidewalk there.

Mr. du Moulin asked for details on the retention pond, irrigation and its maintenance. Mr. Storch replied that there is an irrigation well and the applicants are open to, if recommended, harvesting from the stormwater pond. With stormwater, it allows the water to flow into the aquifer as opposed to being taken offsite. Mr. Storch added that the wet-retention pond has water all of the time. The dry-retention area next to it does not have water at all times, and is raised up to be a retention area in case of something.

Mr. Steve Buswell, Engineer, Parker Mynchenberg & Associates, stated that there is an existing control structure and a positive outfall from the pond out to FDOT. The design has been permitted by the St. John's Water Management District. He continued that the pre-treatment ponds purpose is to attenuate and provide additional treatment and for nitrogen and phosphorus removal from downstream waterbodies so that there are no algae blooms. Mr. Buswell added that there is not an opportunity to do the stormwater harvesting system in a standard and small wet-detention system.

He remarked that sometimes the nutrients will build up into the irrigation system and clog the heads over time.

Mr. Galloway inquired why the dumpster is so far away from the building and not more towards the south corner of the Dollar General lot. He added that it would be a straighter shot for Waste Management to drive in and would keep it closer to the applicant versus the residents houses. Mr. Storch answered that it is in the location that it is in due to the large buffer area between the proposed dumpster area and the residents, but advised it can be changed when going through the process.

Mr. Buswell explained the reasoning for the dumpster placement, stating that there is an existing access point there that is not being changed. Residents are able to dispose of trash in the proposed location which keeps the garbage truck from circling internally. The turning radius is on the wide point of access, allowing for delivery and garbage trucks.

Mr. Galloway commented that the closer a dumpster is to the public road, others will use it.

Audience Comments/Input

Mr. Robert Ezell, 132 Highland Avenue, expressed his Highland Avenue area traffic concerns with the proposed project. He stated that he will not let his grandchild play in his front yard. He added that his light pole has been taken out twice by cars. Mr. Ezell commented that the speeds on the roads are crazy. A right-of-way (ROW) tree was taken out by the city and the city employees were astonished by the speeders going down the road. Mr. Ezell remarked that they have speed bumps at each end of the road, but that drivers drive 25 mph up to the speed bump, stop and cross it, and then go 35 mph and is not safe. He added concerns about having a sidewalk only halfway down the road for aesthetic purposes for residents to go downtown. Mr. Ezell asked about the rest of the road and sidewalks, commenting that the roads are already narrow. He asked if the city will be taking more right-of-way (ROW) or easements from the residents to extend a sidewalk or if it will put people out in the roads. He stated something be done about the traffic, explaining that you cannot get a truck and a car down the road at the same time without a vehicle being scratched from all of the trees that are extending over the road. Mr. Ezell concluded that he does not really want the project in the neighborhood but understands that it is a revenue generator for the city, and suggests protecting the citizens and residents that are already there.

Chairman Thomas concurred and added that he is concerned as well about the entrance off of Highland Avenue.

Mr. Rick Sandora, 36 Highland Avenue, stated that there are 82 homes on Dix Avenue and Highland Avenue and the proposal will double the amount of people in the area. He added that there is a dog park but no provisions for children. Mr. Sandora commented that it is difficult to get around landscapers on Highland Avenue. The road is narrow and there is no way of putting a sidewalk all the way down Highland Avenue. Kids will be attracted to the river down the street, which will be an attractive hazard to the people living on the river, according to Mr. Sandora. He added that the speedbumps are ineffective. Mr. Sandora expressed that he feels once the project is done, it is done, and there will not be an opportunity to rectify it after it is allowed

He stated that he is against it. He expressed further concerns about traffic, commenting that drivers going out onto U.S. Highway 1 have to go south from Highland Avenue. Numerous drivers use Dix Avenue and Highland Avenue as a cut-thru to Beach Street, which is backed up past Highland Avenue and Dix Avenue in the morning rush hours.

Ms. Beth Putnam, 83 Dix Avenue, commented that she sees no sidewalk access for the proposed family-friendly apartment complex. There is no sidewalk to go to the dumpster. She remarked that the Dollar General dumpster backs up to Dollar General and is not in the location that the project is proposing. Where it is proposed will be borderline with one of the residential properties and when the winds come from the west, the dumpster smell will go up Dix Avenue. Ms. Putnam referenced the earlier comment on sidewalks, and stated that the subject needs to be addressed with 100 cars that will be coming and going at all times and that the children will be unable to walk to school safely with the sidewalk on Highland Avenue ending, therefore will be in the middle of the narrow street. She continued that an alternative is to walk down U.S. Highway 1 to cross Granada Boulevard. Ms. Putnam commented on the lighting, and suggested down-lighting or dark sky-lighting and not flared out security lighting. She suggested solar would have been best. Ms. Putnam addressed the ponds and suggested there be a security fence around the water with the children. She added that the schools are crowded and that there was no discussion on the impact the project would bring to the school. Ms. Putnam added her water and traffic-use concerns, remarking that she cannot be enthusiastic about the project right now.

Applicant Response

Mr. Storch addressed concerns, stating that the project has been reviewed with the Volusia County School Board and they indicated that there is sufficient capacity for the additional children that may come from the proposed development. He reiterated that it is already in the comp plan for medium density residential units. Mr. Storch added that with ponds and lakes, a slope is put in and there will be a wall around the area, preventing children to access them. He referenced the down-lighting comment, confirming that it can be done and to add as a stipulation. Mr. Storch added that a sidewalk can be provided to the dumpster. The applicants will work with staff on the best location for the dumpster. Regarding the sidewalk concerns, the applicants will support any additional sidewalks for the project working alongside the city. Mr. Storch referenced the Highland Avenue access inquiry and stated that it is an engineering issue and has to be done where people cannot easily make the connection and turn to the left, suggesting that it can be done with higher curbing and signage to discourage and prevent people from making the left-hand turn onto Highland Avenue. Mr. Storch reiterated that the impact will be less on Highland Avenue with access going through Dollar General into the project. Mr. Storch concluded that stipulations can be added to accommodate for this.

Chairman Thomas referenced the Sterthaus Avenue onto Nova Road access area, and stated that even with the no left-turn signage, drivers still do. Mr. Storch stated that the entrance only off Highland Avenue can be engineered to discourage any illegal turning movements. Chairman Thomas asked if the city would allow that design. Mr. Spraker stated that design could be accomplished.

Chairman Thomas asked about traffic coming off of U.S. Highway 1 turning onto Highland Avenue. Mr. Storch confirmed that the only left turn into the neighborhood in this area of U.S. Highway 1 is located at Highland Avenue. Mr. Storch stated that access only into their site is needed to prevent traffic coming off U.S. Highway 1 from going to the site through the existing neighborhood to access their development. This access point on Highland Avenue would encourage traffic to go the easy way and not through Highland Avenue, Ridgewood Avenue and Dix Avenue. Mr. Storch stated the whole design of the project is to prevent their project traffic from using Dix or Highland Avenues. Mr. Storch stated project trips now are going around Highland Avenue to North Ridgewood Avenue and west on Dix Avenue. This entrance only would prevent that movement in the existing neighborhood. Mr. Storch concluded that he believed that the project design would reduce traffic on Highland and Dix Avenues.

Board Discussion and Questions

Mr. Galloway stated that this property was originally bought for a large furniture store and residential in the rear portion of the site. The property is zoned to allow the type of use proposed. Mr. Galloway stated that the residents should demand sidewalks. He stated that his utility bill has information on sidewalk improvements and commented that if sidewalks are desired in this area that there is money in the city budget.

Mr. Galloway expressed concern for the dumpster location. Mr. Storch stated that the project could stipulate for the movement of the dumpster.

Mr. Galloway stated that he heard that kids were going to be in the apartment complex. He stated that this is an assumption and it is underdetermined who will be within this development.

Mr. Galloway stated that there are issues with urban sprawl and remarked that here is a project that is developing in the core of the city. Mr. Galloway indicated that he would be supporting this project.

Mr. Jorczak stated that he is aware of the narrowness of the roadways and that he has contacted the city to trim the vegetation in the right-of-way (ROW). Mr. Jorczak concurred with Mr. Galloway regarding the need for the city to install sidewalks in this area. Mr. Jorczak continued that he supports the walls along the project perimeter and agreed that the pond should have additional security to protect children's safety. Mr. Jorczak also stated that he concurred that the dumpster should be moved. He added that he thought the population density was reasonable and the architectural style looks attractive. Mr. Jorczak stated the secondary issues need to be addressed. Mr. Storch replied that the applicant is willing to provide stipulations that could be part of the recommendation on the project. He stated that dumpster would be stipulated to be moved to the project interior with sidewalk access. Mr. Storch added that the project can stipulate for additional security around the stormwater pond. Mr. Thomas inquired about a stipulation on the wall requirement. Mr. Storch confirmed that the project would stipulate to a wall around the project abutting existing residential uses. He continued that the project would also stipulate to ensure in-bound access from Highland Avenue to the project with raised curbing.

Mr. du Moulin stated that he agreed with the comments provided and had no additional comments.

Mr. Railsback commented that he supports infill development and added that it is a good use of that parcel. He stated he concurred with the stipulations stated. Mr. Railsback continued that he went through a multi-family development proposal next to his subdivision and believes that the masonry wall is necessary to protect the existing residential uses. He stated that he supported mitigating the traffic impacts of the project and the downlighting mentioned earlier. Mr. Railsback concluded that he would support the project with the stipulations referenced if they are included in the recommendation.

Ms. Shull stated that she likes the project but has concerns with the depth of the residential uses. She added that she likes that the buildings are two-story with concrete block construction. Ms. Shull commented that she is supportive of the perimeter wall, movement of the dumpster, and downlighting. Ms. Shull stated the main issue is the traffic. She remarked that what we do not seem to understand is that there are residents that have lived in the neighborhood for a long time and there is turnover to new residents. Ms. Shull stated she is a realtor and people love this area and the neighborhood. She stated that she does not think that the existing residents are being taken into consideration as projects are being developed. Ms. Shull stated that if we do not stand up here and say something about traffic, the city is not going to hear us. We need to have the city hear us. The speed tables are doing nothing. Ms. Shull stated that the state of Florida has an issue with speeders. She stated that the city needs to protect the existing residents. Ms. Shull concluded that she liked the project, but is going to vote no, based on the traffic impacts to make the city aware of the issue. She stated she wanted the city to do something about Dix and Highland Avenues so that the people who live there and pay taxes can be heard. Mr. Storch stated he agrees that traffic is so important, but the fact is that this project and the units proposed are allowed to be here. Ms. Shull stated that she understood that but if she did not speak up, the issue would not be addressed. The traffic issues should be taken care of first before development is approved. Ms. Shull stated an approval would allow development that would further add to the traffic problem. She stated that she knows that the project has done everything they can do from a design perspective.

Chairman Thomas reviewed the traffic issues of the city and project. He questioned the possibility of making Dix and Highland Avenues one-way streets. Chairman Thomas stated that one-way streets may reduce traffic. He was unclear if the residents would be supportive of the concept and understood that there may be inconveniences. Mr. Thomas stated that Dix and Highland Avenues were city streets and the city could make changes if desired. Chairman Thomas encouraged residents to talk to the City Manager and City Commission about the one-way roadway concept.

Chairman Thomas discussed infill development and the goal of the Board to make the project possible. Chairman Thomas understood the concern of the residents of Dix and Highland Avenues. He stated that he was supportive of the project with the stipulations previously discussed.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

ZMA 2021-079(A)

Mr. Railsback motioned to approve ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

ZMA 2021-079(B)

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

DO 2021-079(C)

Mr. Spraker stated that he desired to confirm the stipulations that were agreed to through the public hearing process and they are:

1. The dumpster location would be moved from its current location and relocated closer to the mutli-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting (Mr. Spraker noted that this is already required, but could be reinforced in the stipulations).

Mr. Railsback asked if there was a wall behind the existing Dollar General property. Mr. Spraker stated that he believed that there was a wall existing. If there is not, this section would be included in the wall requirement.

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve DO 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order, with the following five stipulations stated by Mr. Spraker. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1). Ms. Shull stated that her no vote was based upon traffic impacts.

Chairman Thomas thanked the residents for their attendance and input and asked residents to remember that the Planning Board only makes recommendations and that the City Commission provides the final action for the project.

Mr. Jorczak stated that he concurred with the concept of one-way roadways and questioned if the Planning Board should make this a recommendation.

Mr. Galloway offered to meet and discuss with city staff. Mr. Galloway stated that it is on his water bill that they are supposed to be building sidewalks. Now is the time to put sidewalks along these roadways.

Mr. Spraker recalled with the land use amendment that there was a meeting regarding traffic along Dix and Highland Avenues. This meeting led to the residential traffic calming program. The concept of one-way streets was discussed at the meeting for traffic calming. The route is to go is through the traffic calming program, including working with the Engineering Department. Mr. Spraker stated that there would need to be resident support of the one-way concept. There is an existing mechanism to pursue the concept of one-way streets discussed tonight.

Chairman Thomas stated that the concept needs to start with the citizens and expressed that he is unsure if there would be support. Mr. Spraker concurred and stated that it would be a similar process of obtaining the speed tables. He stated that staff is available to meet with residents.

Mr. Galloway asked if the residents would rather have one-way streets or sidewalks. Mr. Spraker stated that the issue with the sidewalks is that there is only 33' of right-of-way (ROW) versus a typical width of 50'. There is insufficient right-of-way (ROW) to construct sidewalks. This area was likely platted in the early 1900's and the street layout was not designed for the traffic patterns that exist today. The project tonight provided easements on private property to allow the installation of sidewalks. Mr. Spraker stated that it is unclear if property owners along these streets are willing to provide easements to construct sidewalks.

Chairman Thomas questioned if a sidewalk has to be five (5') feet. Mr. Spraker responded that there are minimum widths based on handicapped access requirements. Mr. Spraker stated that there is a process to consider the one-way process. If there was an easy way to construct sidewalks along these roadways, they would already be in place. Mr. Spraker concluded that staff hears the concerns presented tonight and the issue would be presented to the City Commission.

Mr. Galloway asked if property owner's taxes would be decreased if they provided an area for the sidewalk. Mr. Spraker stated that the sidewalk would be in an easement and the property owner still owns the land area.

Chairman Thomas asked how many people attended the first traffic meeting. Mr. Spraker responded with approximately 50 individuals. Chairman Thomas asked the results of the meeting. Mr. Spraker stated that the meeting led to the residential traffic calming program that led to speed tables, radar feedback, signs and signage. Mr. Spraker stated that the one-way concept could be an evolution of the residential traffic calming program. Chairman Thomas appreciated that there is a path and stated that it is important to discuss the issue with the residents in attendance.

Ms. Shull asked about the width of Dix and Highland Avenues. Mr. Spraker stated he had not measured the width and speculated 17' to 20'. Ms. Shull asked if there was a one-way roadway, would this reduce the needed paved width. Mr. Spraker

stated that it does and there needs to be verification of the fire access requirements. Mr. Spraker restated that the first step is that there be a majority of residents that desire a one-way traffic pattern. The second step, if residents are interested, is the actual design that could be developed and then voted on by the residents of the roadways.

D. ZMA 2022-098(A) 121 East, 121 East Granada Boulevard, Planned Business Development

E. DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (D) and (E), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker displayed the land use and zoning for the property at 121 East Granada Boulevard. Mr. Spraker stated that the land use allowed a total of 24 residential units and the zoning allowed 20 residential units. He showed pictures of the existing site and a Florida Power and Light (FPL) structure. Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.76 acres that has a B-4, Central Business zoning designation that is seeking a PBD, Planned Business Development zoning designation. The zoning map amendment provides a framework for the next agenda item of the issuance of a development order.

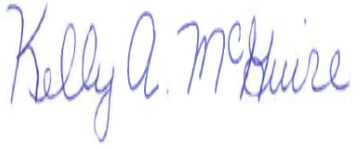
Mr. Spraker summarized the development order process that included SPRC review, a neighborhood meeting, Ormond Beach MainStreet review, Planning Board review, and future City Commission dates. Mr. Spraker stated that the project was in the Downtown Overlay District and noted that the master plan encouraged residential development.

Mr. Spraker detailed the project site plans. He stated that the building was five (5) stories over the ground floor of parking. The second floor has a pool/amenity area to the north of the property and a dog walk area to the east of the building. Mr. Spraker displayed a first floor site plan and the project building elevations.

Mr. Spraker stated that there were two correspondence items received for this project, an e-mail from a resident who was not in favor of the project and desired another use, and the other correspondence, a letter of support from Ormond Beach MainStreet. Mr. Spraker concluded that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker stated that the SPRC is recommending approval of agenda items (D) and (E).

Applicant's Presentation

Mr. Robert A. Merrell, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated there has been months of work put into the project and there is a project team to answer any questions. The property owner and contractor, Mr. Bryan Collyer, is available for any questions. Mr. Merrell remarked that the staff report reviewed in detail the Comprehensive Plan, Downtown Master Plan, and Land Development Code (LDC) requirements and he did not intend to repeat this analysis. He expressed a few key points, the desire to create a sense of place, compact pedestrian

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.C
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-36	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Ormond Enclave, Zoning Map Amendment to Planned Residential Development (0.72 acres)			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is a request from CST Holdings, LLC for a zoning map amendment for a 0.72± acre portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD, Planned Residential Development. The purpose of this item is to include the 0.72± acre into the Planned Residential Development zoning district area.			
Recommended Action:	It is recommended the City Commission approve the zoning map amendment for a 0.72± acre portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/20/2023		
Claire Whitley, Assistant City Manager		6/21/2023		
Joyce Shanahan, City Manager		6/30/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Ormond Enclave, Zoning Map Amendment to Planned Residential Development (0.72 acres)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from CST Holdings, LLC for a zoning map amendment for a 0.72± acre portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD, Planned Residential Development. The purpose of this item is to include the 0.72± acre into the Planned Residential Development zoning district area. A later agenda item, seeks to establish a development order for the Planned Business and Residential Development to allow 64 multi-family units. The Planning Board report lists the acreage as 0.99± acres. After publication of the Planning Board staff report, it was discovered a lot that was already zoned for Planned Residential Development was added to the overall acreage and the area that needed to be rezoned was 0.72± acres.

Background

A portion of the subject property was approved for a rezoning with Ordinance 2005-32 that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a planned development amendment shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52± acres from “Low Density Residential” to “Medium Density Residential”, increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre;
2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52± acres proposed to be designated “Medium Density Residential”; and
3. Reduced the residential density within the 3.48± acres currently designated “General Commercial” from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the “Courtyards at Ormond”.

Discussion

There are three distinct zoning actions associated with the Ormond Enclave project that include:

1. Zoning map amendment for a 0.34± acres portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. This zoning action is needed to incorporate the property into the Planned Business Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
2. Zoning map amendment for a 0.72± acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to Planned Residential Development. **This is the subject of this agenda item.** This zoning action is needed to incorporate the property into the Planned Residential Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
3. Issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet. The development order approves a specific site plan for the development of the entire 6.34 acres. The 2009 development order had phase 1, a 9,014 square foot building constructed and the other phases have expired. The purpose of this development order is to incorporate the land areas acquired by the applicant and to allow the construction of 64 multi-family residential units and associated site improvements.

The purpose of this agenda item is to amend the zoning map from R-3, Single-Family Medium Density, to Planned Residential Development to allow the framework for the development order item seeking 64 multi-family units.

Planning Board

The Planning Board reviewed the zoning map amendment at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no specific references to the zoning map amendment and the Planning Board discussion focused on the site development and issuance of the development order. The issuance of the development

order (DO 2021-079(C)) was approved with a 5-1 vote and five (5) conditions. There were three (3) individuals who addressed the Planning Board and key points included:

1. Traffic concerns on Dix and Highland Avenues.
2. Lack of sidewalks on Dix and Highland Avenues.
3. The speed tables added on Dix and Highland Avenue are ineffective.
4. Location of the dumpster.
5. There should be a security fence around the wet stormwater pond.

Planning Board members discussed the following items:

1. Traffic along Dix and Highland Avenue. There was discussion about making Dix and Highland Avenue one-way streets. A Board member stated the traffic issues should be taken care of first before development is approved.
2. The addition of sidewalks on Dix and Highland Avenues.
3. Relocation of the dumpster.
4. Requirement of a wall along the project perimeter abutting existing residential properties.
5. Fencing around the wet stormwater pond.

The applicant stated that the project specifically addressed traffic impacts by (1) removing the proposed commercial uses within the development, (2) allowing an in-bound access point along Highland Avenue, and (3) selecting a low traffic generating use for the property where commercial uses are allowed as permitted uses. The applicant agreed to five (5) conditions that were made part of the approving motion for the issuance of the development order (DO 2021-079(C)):

1. The dumpster location would be moved from its current location and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting.

There was a discussion regarding the one-way concept for Dix and Highland Avenue that detailed the existing residential traffic calming program. In order to start reviewing this concept, there would need to be majority support from the residents along Dix and Highland Avenues. Planning staff noted that Dix and Highland Avenue have a right-of-way of 33' (typical is 50') which is not sufficient to add sidewalks and easements would be needed from property owners in order to add sidewalks. It was noted that the Ormond Enclave project is providing an easement on private property to allow the construction of the sidewalks along their property boundary. The Planning Board meeting minutes are attached to this agenda item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The zoning map amendment is not expected to have any negative citizen impact. The issuance of the development order citizen impact was discussed at the Planning Board. The primary focus of the project concerns were existing traffic issues and what impact the project would have on Dix and Highland Avenues.

Recommendation

It is recommended the City Commission approve the zoning map amendment for a 0.72+ acre portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD.

Attachments:

1. 23-36 145 N. Yonge St., ZMA To PRD (P23-0109G)
2. Exhibit A, Legal Description, ZMA to PRD
3. EXHIBIT B, 145NORTH_YONGE_ZONING to PRD
4. 06.08.2023, Ormond Enclave, ZMA to PRD, PB staff report
5. 06.08.2023, DRAFT PB Minutes - Ormond Enclave, 145 North Yonge Street, ZMA to PRD

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 21, 2023



Joyce Shanahan, City Manager

Date: June 30, 2023

ORDINANCE NO. 2023-36

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.72 ACRES LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), FROM R-3, SINGLE-FAMILY MEDIUM DENSITY, TO PLANNED RESIDENTIAL DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, CST Holdings, LLC, a Florida Limited Liability Company (“Applicant/Property Owner”) is the fee simple owner of certain real property consisting of approximately 6.34 acres located at 145 North Yonge Street (Volusia County parcel number: 4215-04-01-0270), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has submitted an application to the city for a zoning map amendment for a 0.72± portion of the Property from R-3, Single-Family Medium Density, to Planned Residential Development (PRD), which is legally described and depicted in Exhibit “A” attached hereto and incorporated herein, and

WHEREAS, the Property to be re-zoned is less than then ten (10) contiguous acres, consisting of approximately 0.72 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map, to change the zoning

designation of a portion of one parcel of property located at 145 North Yonge Street (Volusia County parcel number: 4215-04-01-0270), as more particularly described and depicted in Exhibit “A” from R-3, Single-Family Medium Density, to Planned Residential Development (PRD) as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 4

OVERALL LEGAL DESCRIPTION – 145 NORTH YONGE STREET
(from Sliger & Associates survey)

DESCRIPTION OF SURVEYED PROPERTY PER OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA:

E(O.R.B. 6450, PG. 4136):

¹PARCEL "A"

LOTS 25, 26 AND 27, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL "B":

THE WESTERLY 840 FEET MORE OR LESS OF LOT D, SUBDIVISION OF RIVER LOT 9, AND THAT PART OF LOT D, RIVER LOT 9 1/2, LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ORMOND, ACCORDING TO THE PLAT RECORD THEREOF IN MAP BOOK 3, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART OF LOTS D HEREIN DESCRIBED IS INTENDED TO INCLUDE ALL THAT PART OF SAID LOTS D LYING WESTERLY OF THE WESTERLY LINE OF LOT 18, EMMON'S SUBDIVISION AS SHOWN IN MAP BOOK 6, AT PAGE 100, EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF LOT D, RIVER LOT 9 AFOREMENTIONED AND EXCEPTING ANY PART OF SAID LOTS D WITHIN THE RIGHT-OF-WAY OF U.S. HIGHWAY #1.

PARCEL "C":

ALL OF LOT E, AND LOT D, EXCEPT THE EAST 100 FEET THEREOF, ASSESSOR'S SUBDIVISION OF RIVER LOT 11 1/2, ORMOND, AS PER MAP IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA [LESS AND EXCEPT ANY PART OF SAID LOT E WITHIN THE RIGHT-OF-WAY OF NORTH YONGE STREET, (U.S. HIGHWAY NO. 1)].

PARCEL "D":

~~LOTS 1, 2, 3 AND 4, BLOCK 2, MAP OF MAYO SUBDIVISION OF RIVER LOT 6, ORMOND, OF RECORD IN MAP BOOK 2, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM SAID LOT 1 THAT PORTION THEREOF WITHIN YONGE STREET (U.S. HIGHWAY #1).~~

LESS AND EXCEPT:

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-14-10-0080

(O.R.B. 6450, PG. 4134)

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-04-01-0270 AND 4215-04-01-02702009

PARCEL E (O.R.B. 7696, PG. 3818)

LOTS 5, 6, 7 AND 8, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0050

AND (O.R.B. 7151, PG. 3887)

LOTS 9, 10 & 11, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0090

AND (O.R.B. 7714, PG. 1251)

E 100 FT OF LOT D SUB RIVER LOT 11 1/2 ORMOND

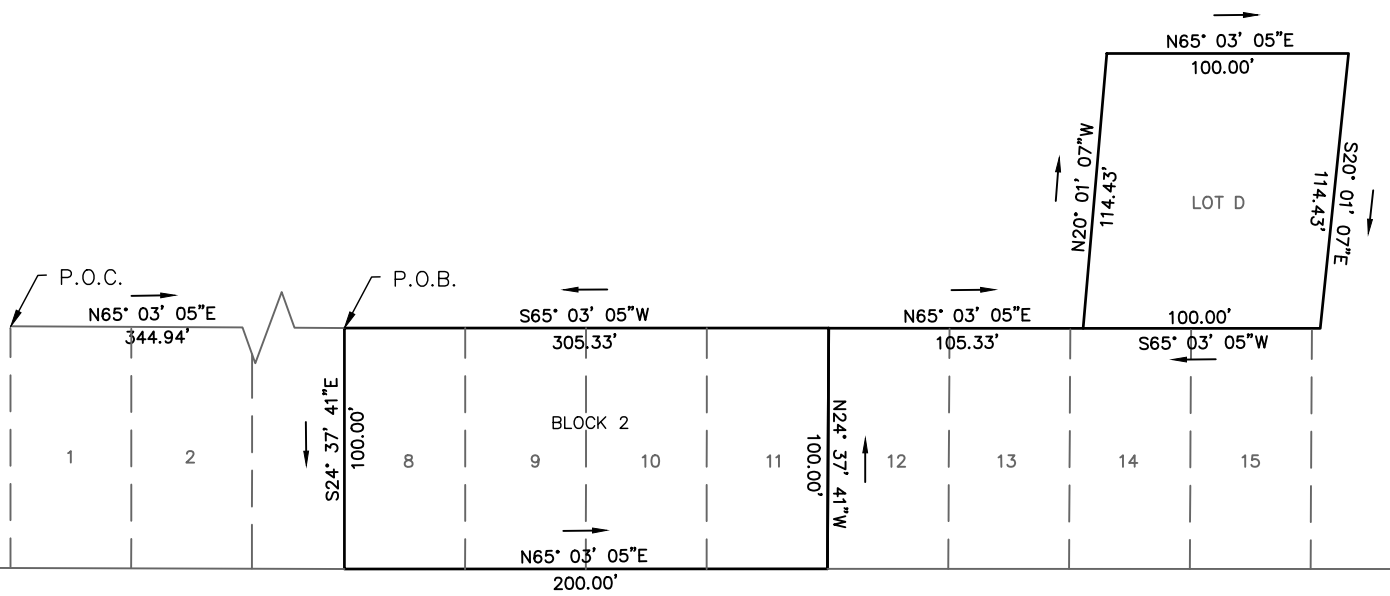
SKETCH OF DESCRIPTION

EXHIBIT "A"

Page 2 of 4

R-3

Land area to be re-zoned from R-3 to PRD



HIGHLAND AVENUE (33' R/W)

R-3

SHEET 2

SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/6/23	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 2 OF 2	DRAWN BY: CO

LEGAL DESCRIPTION

EXHIBIT "A"
Page 3 of 4

R-3

Land area to be re-zoned from R-3 to PRD

LOTS 8, 9, 10, AND 11, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA, AS RECORDED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EASTERLY 100 FEET OF LOT D, SUBDIVISION OF RIVER LOT 11-1/2, AS RECORDED IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF COMMENCEMENT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY LINE OF LOT 1, BLOCK 2, AND THE NORTHERLY LINE OF THE AFORESAID MAYO SUBDIVISION, RUN N65°03'05"E ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 344.94 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 8, SAID POINT ALSO KNOWN AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE DEPARTING SAID NORTHERLY LINE, RUN S24°37'41"E ALONG SAID WESTERLY LINE A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID MAYO SUBDIVISION ALSO KNOWN AS THE NORTHERLY LINE OF HIGHLAND AVENUE (A 33 FOOT RIGHT-OF-WAY AS PLATTED); THENCE DEPARTING SAID WESTERLY LINE, RUN N65°03'05"E ALONG SAID NORTHERLY LINE A DISTANCE OF 200.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 11; THENCE DEPARTING SAID NORTHERLY LINE, RUN N24°37'41"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID MAYO SUBDIVISION; THENCE DEPARTING SAID EASTERLY LINE RUN N65°03'05"E ALONG SAID NORTHERLY LINE A DISTANCE OF 105.33 FEET TO A POINT OF INTERSECTION OF THE WESTERLY LINE OF THE SAID EASTERLY 100 FEET OF LOT D; THENCE DEPARTING SAID NORTHERLY LINE, RUN N20°01'07"W ALONG SAID WESTERLY LINE A DISTANCE OF 114.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT D; THENCE DEPARTING SAID WESTERLY LINE, RUN N65°03'05"E ALONG SAID NORTHERLY LINE A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S20°01'07"E A DISTANCE OF 114.43 FEET TO A POINT OF INTERSECTION WITH THE SAID NORTHERLY LINE OF MAYO SUBDIVISION; THENCE S65°03'05"W ALONG SAID NORTHERLY LINE A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE SAID WESTERLY LINE OF THE EASTERLY 100 FEET OF LOT D; THENCE CONTINUE S65°03'05"W A DISTANCE OF 305.33 FEET TO THE POINT OF BEGINNING

SAID PARCELS CONTAIN 20,000 SQ.FT OR 0.46 ACRES AND 11,443 S.F. OR 0.26 ACRES RESPECTIVELY MORE OR LESS

SHEET 1

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/6/23	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 1 OF 2	DRAWN BY: CO

LOCATION MAP

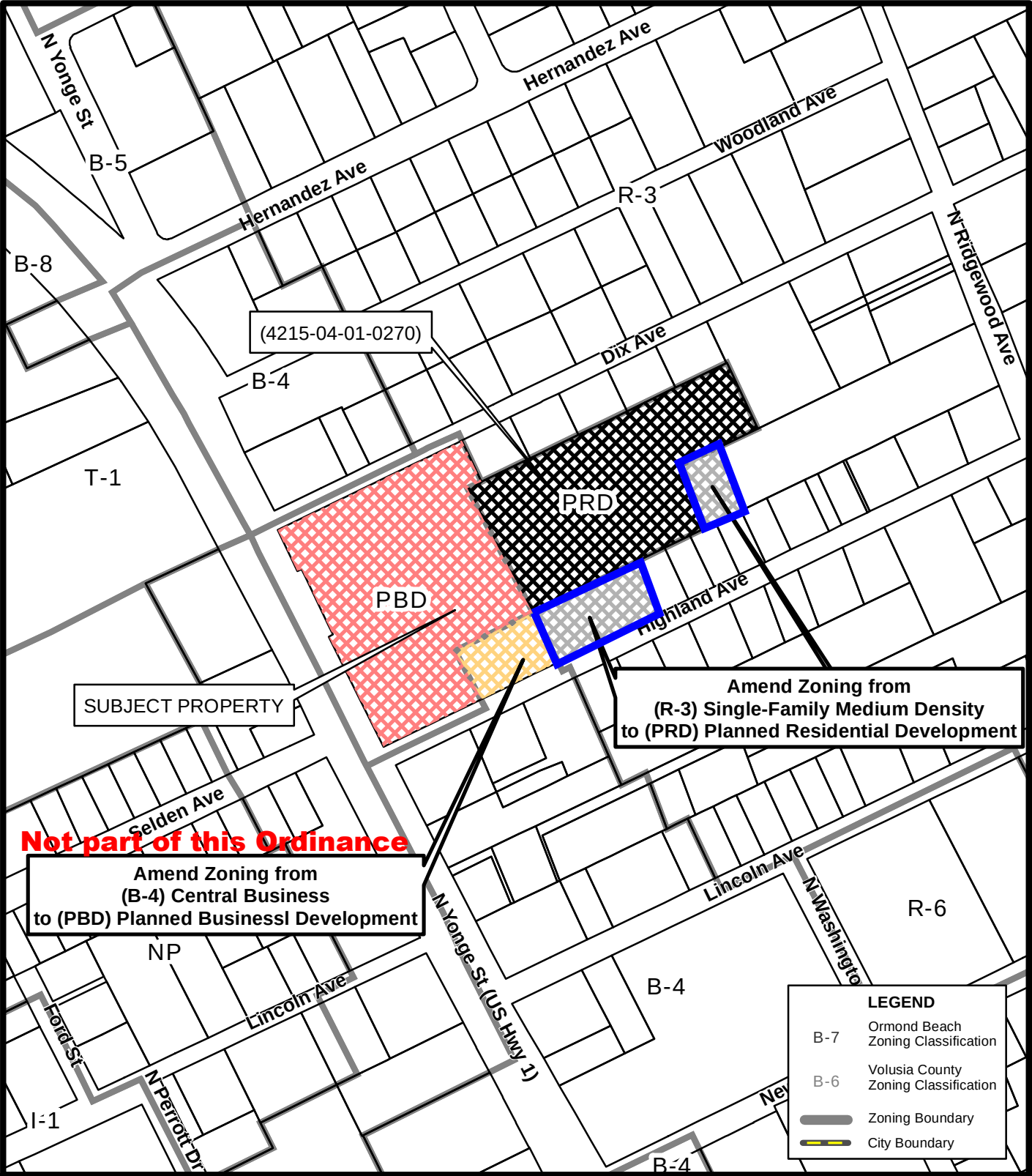


PARCEL ID: 4215-04-01-0270

OWNER: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

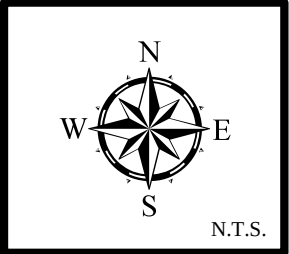
APPLICANT: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

ZONING MAP AMENDMENT ADDRESS: 145 NORTH YONGE STREET, ORMOND BEACH, FL 32174



ZONING MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Ormond Enclave (fka "Courtyards at Ormond"), Zoning Map Amendment to PRD

APPLICANT: CST Holdings, LLC

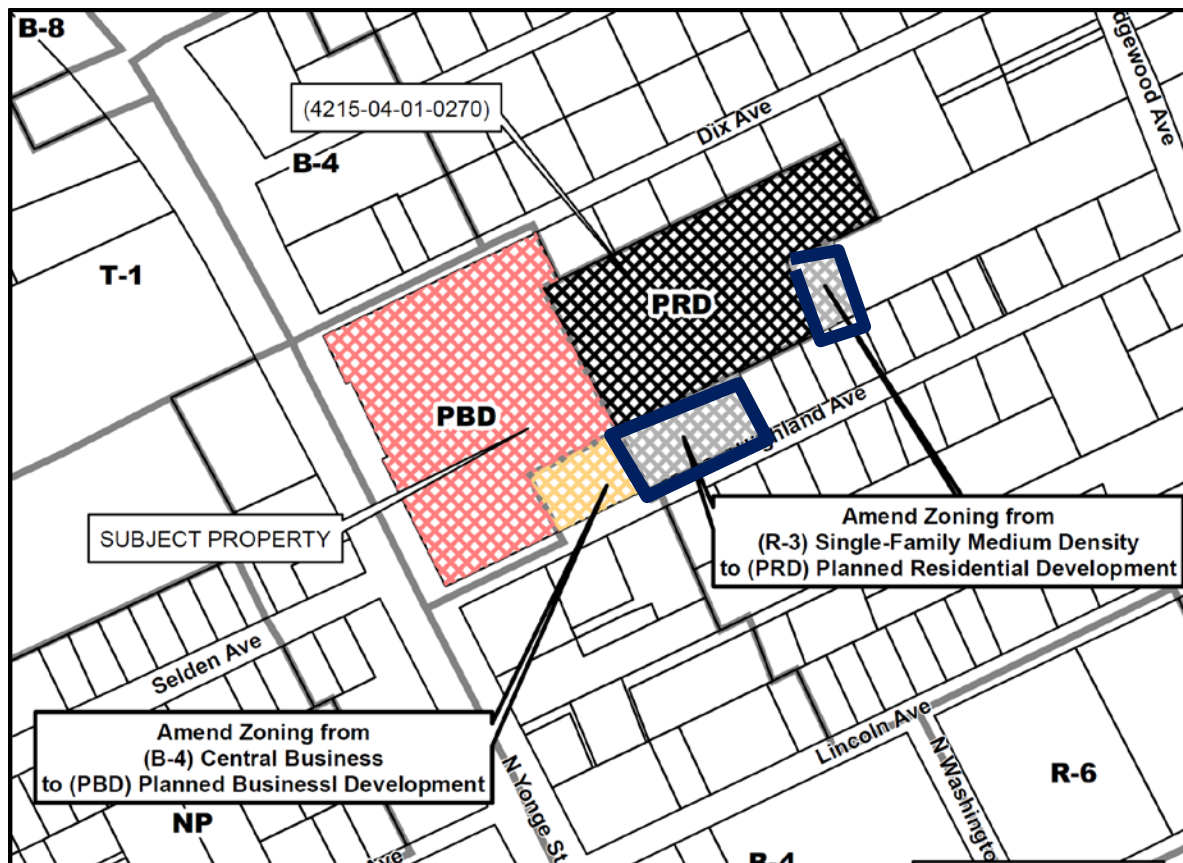
NUMBER: ZMA 2021-079(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request from CST Holdings, LLC for a zoning map amendment for a 0.99± acre portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to PRD, Planned Residential Development. The purpose of this item is to include the 0.99± acre into the Planned Residential Development zoning district area. Agenda item DO 2021-079(C), later on the agenda, seeks to establish a development order for the Planned Business and Residential Development to allow 64 multi-family units. The area of the zoning map amendment is shown in Exhibit 1 below:

EXHIBIT 1: Zoning map amendment area



SECTION 2, BACKGROUND:

A portion of the subject property was approved for a rezoning with Ordinance 2005-32 that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a planned development amendment shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52± acres from "Low Density Residential" to "Medium Density Residential", increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre;
2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52± acres proposed to be designated "Medium Density Residential"; and
3. Reduced the residential density within the 3.48± acres currently designated "General Commercial" from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the "Courtyards at Ormond". Below within Exhibit 2 is the abutting land use and zoning of the area sought to be added to the Planned Residential Development zoning designation.

EXHIBIT 2: Abutting land use and zoning designations

	Current Land Uses	Future Land Use Designation	Zoning
North	Ormond Enclave parcel	"General Commercial"	B-4 (Central Business)
South	Single-family residential	"Low Density Residential"	R-3 (Medium Density Single-Family)
East	Single-family residential	"Low Density Residential"	R-3 (Medium Density Single-Family)
West	Ormond Enclave parcel	"General Commercial"	B-4 (Central Business)

Since the 2009 Planned Development, there has been property that has been purchased by the applicant that now needs to be incorporated into the development plan.

SECTION 3, PROJECT PROCESS:

Applications:

There are three distinct zoning actions associated with the Ormond Enclave project that include:

- A. Zoning map amendment for a 0.34± acres portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. This zoning action is needed to incorporate the property into the Planned Business Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- B. Zoning map amendment for a 0.99± acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to Planned Residential Development. **This is the subject of this agenda item.** This zoning action is needed to incorporate the property into the Planned Residential Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- C. Issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet. The development order approves a specific site plan for the development of the entire 6.34 acres. The 2009 development order had phase 1, a 9,014 square foot building constructed and the other phases have expired. The purpose of this development order is to incorporate the land areas acquired by the applicant and to allow the construction of 64 multi-family residential units and associated site improvements.

Project review process:

The Planned Residential and Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendments and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project (both the zoning map amendment and issuance of the development order) has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district for the issuance of the development order item. The neighborhood meeting was conducted on January 17, 2023 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether

recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:

- a. Application submitted by the applicant;
 - b. Staff report;
 - c. Written correspondence provided;
 - d. Testimony presented at the public hearing; and
 - e. Criteria for rezonings and issuance of a Development Order.
4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are July 18, 2023 and August 1, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:
- a. Report and recommendation of the site plan review committee and the planning board.
 - b. Report and recommendation of other city departments and advisory boards, as appropriate.
 - c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

SPRC Review and advertising process

Exhibit 4 shows the Site Plan Review Committee (SPRC) review process and the notice requirements for public meetings for both the zoning map amendments and issuance of a development order.

EXHIBIT 4: SPRC review and advertising process

PZ-21-079		
Action	Date	Notes
1 st SPRC submittal	June 17, 2021	SPRC review: July 9, 2021
Neighborhood meeting	August 25, 2021	600' mail radius; newspaper ad
2 nd SPRC submittal	September 28, 2021	SPRC review: October 20, 2022
Neighborhood meeting	January 17, 2023	600' mail radius; newspaper ad
3 rd SPRC submittal	April 25, 2023	SPRC review: May 12, 2023
Planning Board	June 8, 2023	300' mail radius; newspaper ad; site posting
City Commission, 1 st	July 18, 2023 (tentatively)	300' mail radius; newspaper ad
City Commission, 2 nd	August 1, 2023 (tentatively)	newspaper ad
SPRC final review	To be determined	

The August 25, 2021 neighborhood meeting reviewed a site plan for a 10,889 square foot retail building and a 48-unit multi-family development. The second neighborhood meeting on January 23, 2023 reviewed a site plan of 64 multi-family units. The neighborhood meeting is focused more on the issue of the development order, but it is provided with the zoning map amendment for informational purposes. A summary of the neighborhood meeting is as follows:

Presentation:

1. Newly proposed plans have removed the commercial property to address concerns from the previous neighborhood meeting. The commercial has been replaced with additional multi-family dwelling units. There will be eight 2-story building with 8 units in each building making a total of 64 multi-family dwelling units. The buildings will be approximately 29.5 feet tall and there will be two different layouts. Based on allowed density the plans could have up to 99 units, but the owner wants to preserve as much vegetation as possible, make luxury apartments, and blend the multi-family between the commercial to the west and residential to the east.
2. Newly proposed plans have modified the ingress/egress to have an entrance only along Highland in an effort to address concerns from the previous neighborhood meeting.

Meeting comments:

3. Wanted to know price point of apartments and if it was affordable housing. Applicant stated price would be based on the market and it is not intended to be an affordable housing complex.
4. Some residents were not opposed to the idea of commercial. Wanted to know if they could limit the type of commercial uses.
5. Concerns regarding lighting impacts to the existing neighborhood.
6. Wanted to know materials of building and if the project would be phased. Had concerns that this project could not be completed similar to the Ormond Renaissance project. Applicant clarified it will be one phase and the buildings will be constructed out of concrete masonry blocks.
7. Privacy concerns with 2-story buildings adjacent to shorter homes in neighborhood. Applicant stated the buildings will be similar to an average house height at approximately 29.5 feet tall. The buildings will be at least 50 feet from an abutting residential home, will have a 6-foot tall vinyl fence, and oaks and shrubs will be replanted along the eastern boundary line that abuts residential.
8. Wanted to see if the community will be gated. Applicant responded that a gated community is not an option due to car-stacking issues.
9. Will there be security, an office on-site, and will a maintenance person be on-site or on an on-call basis? Applicant stated the managing office will be off-site and there will be a maintenance person called on an as-needed basis. There will be no security.

10. Ability to reduce the number of units and increase monthly prices to have a unique and high-quality apartment complex different from other cities.
11. Concerns for traffic were expressed.
12. Suggest to limit exit for Dollar General along Highland Avenue to be a left turn only to reduce traffic leaving the store.
13. Commented that Dix Avenue and Highland Avenue are narrow enough and having 64 new homes with multiple cars will devastate the area further.
14. Newly installed speed tables have done nothing to slow traffic or make narrow roads safer for residents and their children.
15. Concern for drainage was expressed.
16. After heavy rains, flooding is already a concern and naturally flows to the subject property. Concerns that new buildings and land clearing will cause more flooding to abutting homes.
17. Applicant clarified the existing pond will remain and there will be additional dry retention ponds added to account for nutrient loading. This is required in order to retain all stormwater onsite and not impact surrounding neighborhood.
18. Applicant clarified they desired to preserve as many trees as possible. Southern sidewalk meanders to avoid impacts to existing trees on-site.
19. Applicant stated no plans for a pool or playground.
20. Biggest concerns are regarding the width of residential streets and that they are already unsafe for driving, especially large trucks.
21. Don't want any projects that will bring larger volumes of traffic.
22. Major concerns regarding flooding, and what the city is doing to resolve the current issue, and what the developer will do to prevent further flooding off-site.

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1029/Ormond-Enclave> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

SECTION 4, ANALYSIS/ CRITERIA FOR APPROVAL:

The 0.99± acre parcel is proposed to have a zoning map amendment from R-3, Single-Family Medium Density, to PRD, Planned Residential Development. The R-3, Single-Family Medium Density zoning district allows single-family residential uses. The property along Highland Avenue had the land use changed in 2021. The portion that still has the "Low Density Residential" land use was purchased for additional natural area and stormwater. The zoning map amendment does not provide for any specific uses or development approval. The specific development plan is within the issuance of the development order agenda item.

There are certain criteria that must be evaluated before a Planned Residential Development zoning map amendment can be acted upon. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan**

development order. According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed action is a zoning map amendment from R-3, Single-Family Medium Density, to PRD, Planned Residential Development. This item does not approve a specific development plan which is reviewed with the development order item. The zoning map amendment will not adversely affect public health, safety, welfare or the quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The Future Land Use Element directive text within the Comprehensive Plan is as follows:

D. Low Density Residential (LDR)

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre

Maximum FAR: 0.2

E. Medium Density Residential (MDR)

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR: 0.3

The Comprehensive Plan contains the following Goals, Objectives and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS,

OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.1.9.

Medium and high density multi-family residential development shall be encouraged near employment centers with convenient access to public recreational facilities, the thoroughfare system and mass transit routes.

POLICY 1.1.10.

Provide opportunities for housing geared to lower income families and the elderly in close proximity to shopping areas, mass transit facilities, convenient shopping, hospitals and recreational opportunities by designating these "opportunity" areas as Medium Density Residential on the Future Land Use Map.

POLICY 2.1.14.

The City shall maintain citywide architectural standards for the new development and redevelopment of existing buildings.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

Transportation Element

GOAL 1. LAND USE

PROMOTE A BALANCED, AFFORDABLE, RELIABLE, CONVENIENT AND EFFICIENT MULTI-MODAL TRANSPORTATION SYSTEM THAT SUPPORTS THE LAND USE VISION OF THE ORMOND BEACH COMPREHENSIVE PLAN.

POLICY 1.5.2

Development and redevelopment within designated TCEAs is exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

The zoning map amendment is consistent with the Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map amendment seeks to allow the framework for uses consistent with the land use designation.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. Detailed traffic studies are provided with the issuance of the development order item.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

- 8. The proposed development provides for the safety of occupants and visitors.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

- 10. The testimony provided at public hearings.**

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment R-3, Single-Family Medium Density, to PRD, Planned Residential Development; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Commercial".

SECTION 5, RECOMMENDATION:

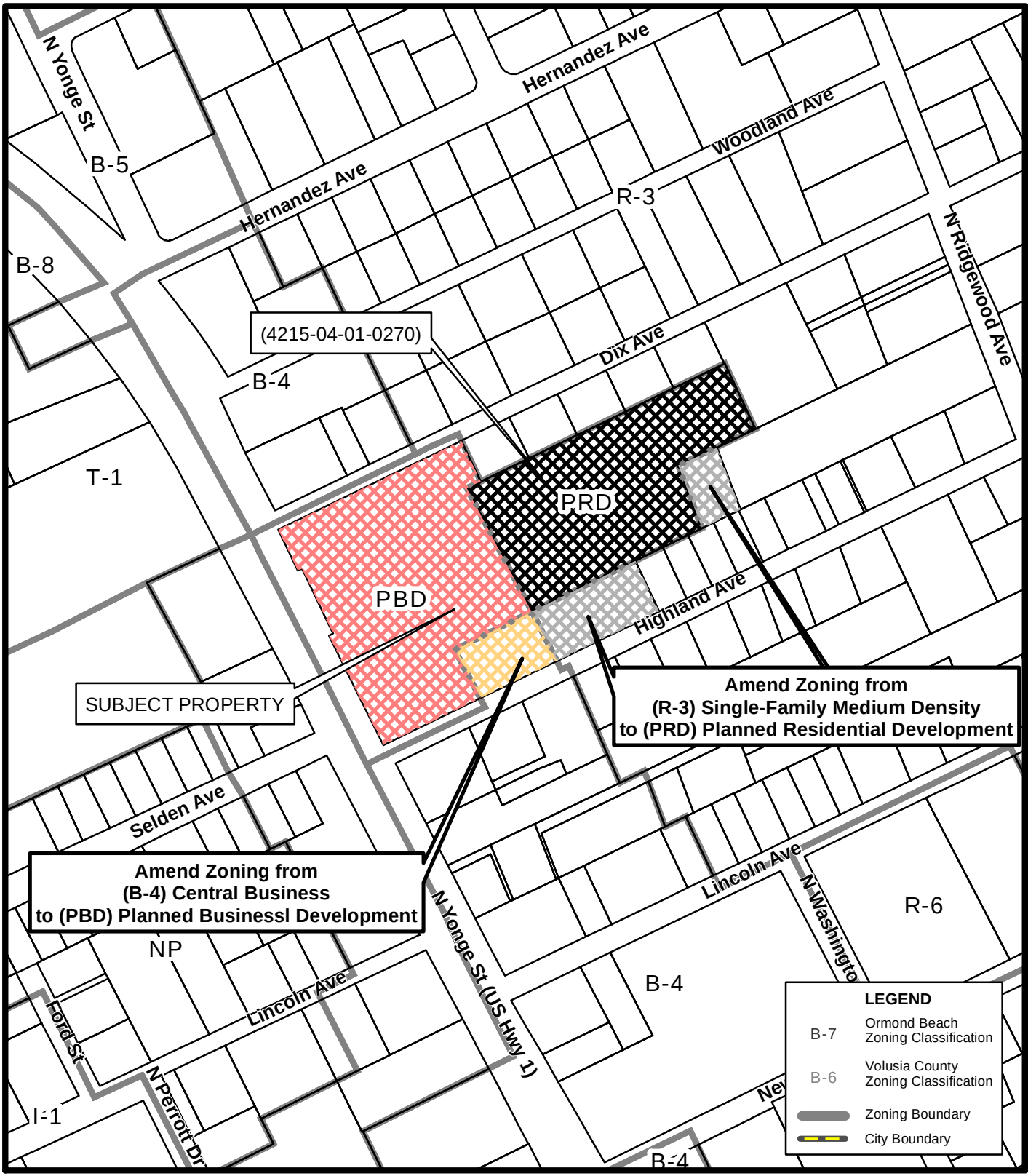
Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment from R-3, Single-Family Medium Density, to PRD, Planned Residential Development for a 0.99± acre parcel within the Ormond Enclave project at 145 North Yonge Street. The agenda item DO 2021-079(C) would review and act upon the development of the property for multi-family residential uses.

Attachments:

- 1: Zoning map amendment
- 2: Location, Aerial, and Land Use Maps
- 3: Correspondence received

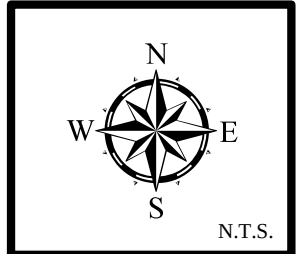
ATTACHMENT 1

Zoning Map for Amendment



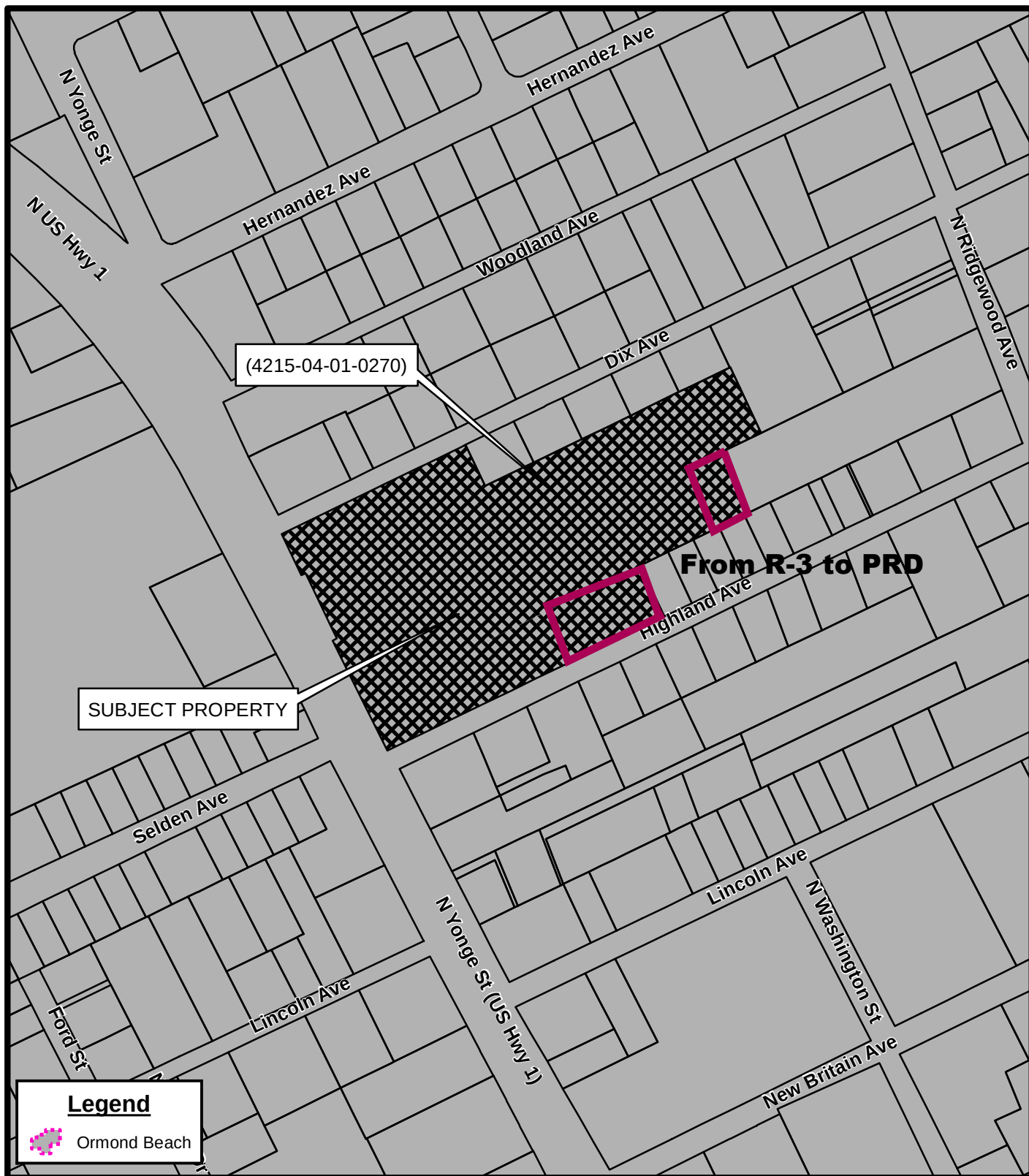
ZONING MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 4, 2023



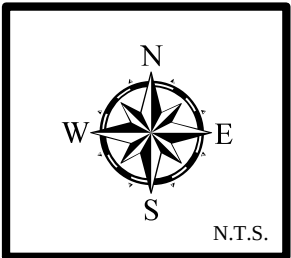
ATTACHMENT 2

Location, aerial, land use
maps



LOCATION MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

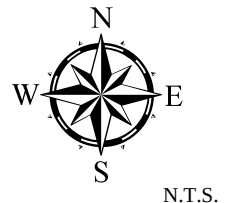
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

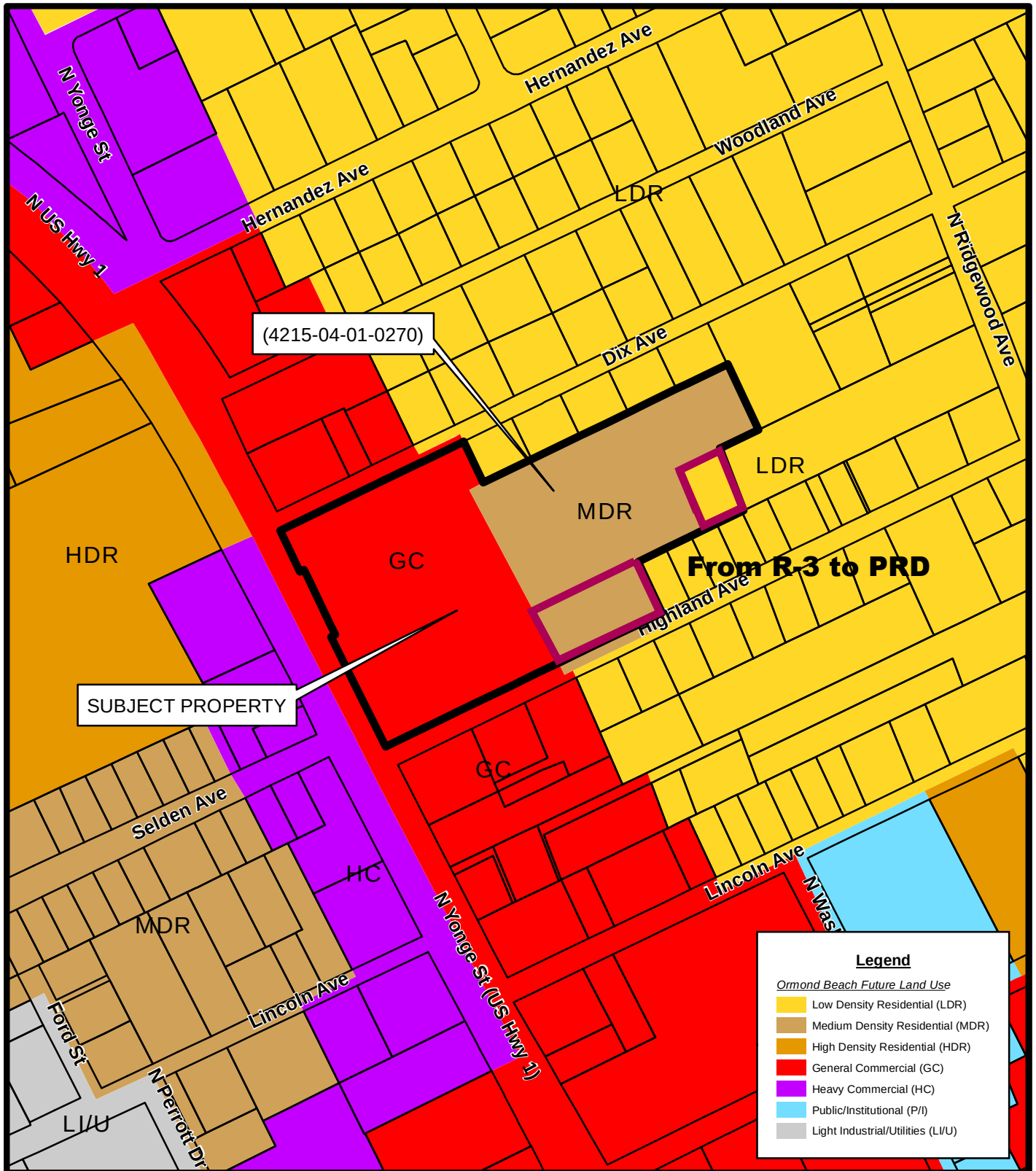




AERIAL MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

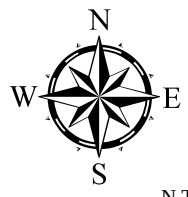
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023





**FUTURE LAND USE MAP
145 NORTH YONGE STREET
(4215-04-01-0270)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023



ATTACHMENT 3

Correspondence Received

Spraker, Steven

From: jennifer cone wells <jwells@cfl.rr.com>
Sent: Monday, April 24, 2023 1:27 PM
To: Spraker, Steven
Subject: Re: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (04.24.2023)

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

For Planning Board-

Just in case you haven't noticed.....there is no more room for growth in Ormond Beach! Especially in the heart of our community. Traffic is terrible! And gets worse every month! (I can't even get out of my driveway on a daily basis) We've maxed out land for growth in our community at large....and the only remaining space for growth is westward. We love Ormond Beach....and loved living here until little Ormond Beach outgrew it's self. The community needs to focus growth on activities and events instead of eating up every little wee bit of green land that remains! Those of us who chose to live here yeas ago would like to keep the community as it was when we moved here. Stop focusing on land grabs & dollar development when there is so much more to better this community than traffic jams; water shortages; major traffic jams; and Dollar Stores! Please wake up! WE HAVE NO MORE ROOM OR NEED FOR GROWTH IN THE FORM OF BUILDINGS!! The community can no longer manage that kind of growth. None of us want it. The only people that want this type of growth are builders. Why should they dictate how we live while they make tons of money?

Jennifer Cone-Wells

On Apr 24, 2023, at 12:19 PM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

The Ormond Enclave project has re-submitted to the city's Site Plan Review Committee (SPRC). The submittal is available at <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project is seeking to be on the June 8, 2023 Planning Board agenda. The SPRC review is due on May 4th and will determine if the project is ready for the Planning Board agenda or needs an additional site plan submittal. Additional notification regarding a Planning Board hearing date would be provided on this distribution group, on the city's website, abutter letters, newspaper advertisements, and site posting. Written correspondence received on the project will be provided in the public hearing packets. Any correspondence for the public meetings can be e-mailed to me at Steven.Spraker@ormondbeach.org or comdev@ormondbeach.org and should include the text "For Planning Board" in the subject line. Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, December 29, 2022 3:12 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (12.29.2022)

Good afternoon,

The Storch Law Firm is conducting a neighborhood meeting for the Ormond Enclave, formerly the Courtyards project on **Tuesday, January 17, 2023, at 6:00PM at Trails Clubhouse, 201 Main Trail, Ormond Beach, FL 32174.** This project is located along the east side of US 1, between Dix Avenue and Highland Avenue. The site plan submitted shows a residential development of 64 low-rise apartments. The attached notice provides a contact of The Storch Law Firm who may be contacted by phone at (386) 238-8383 or by email at corey@storchlawfirm.com.

The project requires a neighborhood meeting, Planning Board review, and City Commission action. The site plan submittals are available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590

Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, October 6, 2022 1:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (10.06.2022)

Good afternoon,

This is a distribution list for the Ormond Enclave (formerly known as the Courtyards at Ormond) project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Ormond Enclave project has re-submitted a site plan for a 6.34-acre parcel that proposes 64 multi-family residential units and removal of the previously proposed retail uses. The site plan submittal is available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
< >
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
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E-mail: Steven.Spraker@ormondbeach.org

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From: [Spraker, Steven](#)
To: ["cswan129@gmail.com"](mailto:cswan129@gmail.com)
Subject: RE: Project: Apartment Building at US 1 and Highland Avenue and Dix
Date: Thursday, September 2, 2021 7:32:50 AM
Attachments: [image001.jpg](#)

Good morning,

Thank you for your e-mail. I can included this e-mail when the project moves forward to a public hearing. The project has not been scheduled for a public hearing and city staff are awaiting a resubmittal to the city Site Plan Review Committee. I will add your e-mail to the project distribution list to provide information on future project submittals and public hearings.

Steven

Steven Spraker, AICP
Planning Director



Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: cswan129@gmail.com <cswan129@gmail.com>
Sent: Wednesday, September 1, 2021 7:31 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Project: Apartment Building at US 1 and Highland Avenue and Dix

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

Hello Mr. Spraker,

I am Christine Swanson and have owned my home at 44 Highland Avenue, Ormond Beach, FL 32174 for 34 years. One of the many reasons I moved to Ormond Beach was that Ormond was known to save trees, control development and was a family oriented location! I love where I live and take advantage of the walking distance to various shops and restaurants and I walk the bridge.

I attended the meeting on August 25th at the Performing Arts Center regarding the proposed 48 apartments and 3 retail shops to be built at U.S. 1 between Highland Avenue and Dix. I am glad that you were present and as you can attest the people who live on these streets along with people that live in the vicinity **DO NOT WANT THIS DEVELOPMENT BUILT!** Most of the speakers had done their research and asked questions that could not be answered by the gentleman from Parker Mychenberg. It goes without saying that our small streets with no sidewalks will not be able to withstand the additional vehicular traffic once the complex is built! And what kind of retail businesses will be added to the mix? We already have a ton of traffic coming and going on Highland and Dix at all hours of the day trying to bypass

Granada Blvd. and the majority of the traffic does NOT adhere to the posted 25 mph speed limit! We have children that walk and ride their bikes to Ormond Elementary and Ormond Middle schools! As was mentioned in the meeting, children play and ride their bikes along these roads, people walk their dogs, people ride their bikes, families walk down to the pier and people walk the bridge. All this is done while navigating the traffic speeding up and down the streets. It is not safe and eventually someone is going to be hit or God forbid killed by a careless driver that is not paying attention. I take my life in my hands when I am mowing and weeding my front yard!! Everyone is always in a hurry and paying attention to a cell phone instead of the road!

I remember years ago when the City of Ormond Beach wanted to move the little white church that is next to the west side of the bridge on Beach Street and build a bunch of offices and restaurants and had plans for some sort of a floating pier. The people were up in arms over that and I attended the meeting. Before the meeting was started city officials announced that they had heard from an overwhelming amount of the citizens of Ormond Beach that they did not want what was being proposed and they had already scrapped the project, but they would allow people to speak and give their comments. I found it amazing that the City actually listened to the people! We need the City to listen to the people again for this horrific project!

What has happened to the Granada Blvd. corridor has been horrendous with stripping the land to build a WAWA gas station and car wash!! And also stripping the land across the street which is still vacant. I can't image what will eventually be built there. Vacant land with trees and animal habitat is always in danger of being torn apart to build what?? Mostly something that is not even needed! You take away all the trees, kill the environment, animals lose their homes and people lose their rights to their neighborhood tranquility. And for what - the almighty dollar??? I won't even get into what Parker Mychenberg is building in the Loop area, but you get my drift.

We need the City to listen to the people regarding this development that will do such harm to our neighborhoods in creating horrific issues with traffic, flooding, harm to our wildlife and our citizens' safety! I thank you for your time and anything you can do to help us in this fight for our rights as homeowners.

As I mentioned, I have lived here 34 years and have never received any correspondence via email regarding upcoming issues and would appreciate it if you would add my email address to the list so that I receive information regarding changes to my surroundings.

Thank you very much.

Christine Swanson
44 Highland Avenue
Ormond Beach, FL 32174
cswan129@gmail.com

From: [Beth Putnam](#)
To: [Spraker, Steven](#)
Subject: Re: Courtyards at Ormond
Date: Friday, August 27, 2021 4:00:07 PM

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

Thank you for the meeting information. I was not able to attend on Wednesday, as I was working. I am totally against the courtyards project, as it is to population dense, not family friendly, and he's only going to exacerbate the traffic and speeding problem that we have in this neighborhood.

Sent from my iPhone

On Aug 19, 2021, at 2:53 PM, Spraker, Steven
<Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

Planning staff has been informed that the Ormond Beach Senior Center is closed until further notice. The Courtyards at Ormond neighborhood meeting scheduled for August 25th will be held in the **Ormond Beach Performing Arts Center Auditorium**. The Performing Arts Center is located at 399 North US Highway 1. There will be individuals to direct traffic and signage to direct people to the meeting location. The neighborhood meeting is scheduled for August 25, 2021 starting at 6pm. Please contact me if there are any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<[image001.jpg](#)>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Tuesday, August 3, 2021 1:15 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Courtyards at Ormond

Good afternoon,

Please find attached for your information a notice regarding a neighborhood meeting for the Courtyard at Ormond project. The neighborhood meeting will be held in the Ormond Beach Senior Center Art Room located at 351 Andrews Street, Ormond Beach, Florida, 32174 on August 25, 2021 from 6:00 PM to 7:00 PM. The Courtyard at Ormond project proposes to construct a 10,889 square foot retail building (3 units) and a 48-unit multifamily apartment complex located at the north east corner of the intersection of North Yonge Street and Highland Avenue. The project shall require a zoning map amendment with review by the Planning Board and action by the City Commission.

Thank you

Steven

-

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, June 24, 2021 7:46 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Courtyards at Ormond

Good morning,

This is a distribution list for the Courtyards at Ormond project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Courtyards at Ormond at 135 North Yonge Street has re-submitted a site plan for a 6.34-acre parcel that proposes 48 multi-family residential units and 10,889

square feet of retail. The site plan submittal is available at: <https://www.ormondbeach.org/247/Development-Projects>. The previous site plan submittal expired. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Attached to the e-mail is the process for the project review and the site plan.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>

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DRAFT

**Planning Board minutes
from**

June 8, 2023

ITEM:

ZMA 2021-079(B)

Ormond Enclave, 145 North Yonge
Street, Zoning Map Amendment to PRD

V. APPROVAL OF MINUTES

May 11, 2023

Mr. Jorczak moved to approve the May 11, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. **ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD**

B. **ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD**

C. **PRD/PBD 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order**

Mr. Steven Spraker, Planning Director, stated that items (A), (B), and (C), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker detailed the history of the project including a 2005 approval, 2009 approval and a 2019 Comprehensive Plan amendment. Mr. Spraker continued that the subject property has three (3) land uses of "General Commercial", "Medium Density Residential", and "Low Density Residential." The land uses allow a maximum of 193,014 of building area or 107 residential units.

Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.34 acres that has a B-4, Central Business zoning designation that has been purchased by the project team and needs incorporation into the PBD, Planned Business Development zoning designation. Mr. Spraker continued that agenda item (B) was for a zoning map amendment for 0.72 acres that has a R-3, Single-Family Medium Density zoning designation and needs incorporation into the PRD, Planned Residential Development zoning designation. Mr. Spraker noted that the staff report called the area a total of 0.99 acres, but it was discovered that an additional lot was added to this total that is already Planned Residential Development.

Mr. Spraker stated that agenda item (C) was the issuance of the development order and reviewed the proposed site plan. Mr. Spraker noted:

- The gross density is 10.09 units per acre.
- There is an existing use – Dollar General – 9,014 square feet that would remain.
- A total of 131 parking spaces required and 164 parking spaces provided.
- The proposed building height is 25' 2", a total of two stories.
- There are eight buildings.
- The minimum setbacks to existing residential lots is 50'.

Mr. Spraker displayed a PowerPoint slide detailing the areas of fencing and stated that areas not fenced have heavy natural vegetation. The Land Development Code (LDC) allows the Site Plan Review Committee (SPRC) to determine the appropriate fencing, but because this is a Planned Development, the Planning Board can provide its recommendation.

Mr. Spraker reviewed the project traffic and building elevations. He elaborated that there were four correspondence items received for this project. Mr. Spraker stated that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of agenda items (A), (B), and (C).

Chairman Thomas opened it up to the Board for questions.

Board Discussion and Questions

Ms. Shull asked what the date of the traffic study was. Mr. Spraker replied that the project is in a transportation concurrency exception area, therefore a study is not required. Additionally, the projects do not trigger enough trips, as 1,000 trips a day, requires a traffic study.

Ms. Shull asked for clarification on the number of stories and units proposed for the project. It was confirmed that the buildings would be two-story with 64 units.

Mr. Galloway asked for the location of the dumpster to be pointed out. Mr. Spraker displayed the location of the dumpster on the PowerPoint presentation and explained that another location can be proposed.

Mr. Railsback asked if Dollar General has a dumpster. Mr. Spraker replied that they may have a dumpster but that he would let the applicant speak on the matter as they are more familiar with that site.

Mr. Jorczak inquired about the project's main exit, asking if it is in the Dollar General parking lot. Mr. Spraker explained that the main entrance and exit is off of U.S. Highway 1. He continued that the entry-only access is off of Highland Avenue, and Dix Avenue is full-access.

Chairman Thomas inquired if there is access headed south for Highland Avenue. Mr. Spraker explained that there is a turn-lane off of U.S. Highway 1 that allows drivers to go into Highland Avenue. The state roadway allows a left-turn onto Highland Avenue. Highland Avenue will be a one-way access point in.

Chairman Thomas commented that he would like to hear from the residents how they go south off of Highland Avenue.

Mr. du Moulin asked if an Environmental Impact Study was done. Mr. Spraker replied that there are no wetlands onsite and added that the property is not in the floodplain therefore, there are no requirements for the study..

Applicant's Presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, stated that infill development is encouraged, in which is what they are proposing with the project. He reviewed a presentation outlining the proposal and stated that at this time it is an undeveloped site surrounded by residential and commercial development off of U.S. Highway 1. Mr. Storch explained how infill is efficient, allowing walkability, driving less, with the opportunity to live downtown and support local businesses. He added that this is the first downtown multi-development in the area in 40+ years. Mr. Storch referenced the traffic concerns, noting that staff has been working on addressing the concerns with traffic-slowng devices. He explained how the project proposes that traffic go through the site as opposed to going around it. The owner purchased additional lots for a better design, expounding property boundaries. Mr. Storch remarked that instead of the 107 units allowed, only 64 units would be going in. He explained the access points and traffic flow, noting that rather than access off of U.S. Highway 1, it would be blocked off with landscaping. There will only be one access via Highland Avenue. Dollar General delivery trucks will be able to go through the project site as opposed to going around.

Mr. Storch displayed the viewshed overhead of what the vacant property has looked like on U.S. Highway 1 with vagrants using it, the trash that has been thrown on it, brazilian peppertrees and other invasive species overgrowth. He explained the typical appearance of a vacant property in any downtown area. The proposed project will allow a two-story building viewshed of extensive landscaping along U.S. Highway 1, a shared access with Dollar General, and the aforementioned access along Highland Avenue. He added that a section of Highland Avenue will be preserved for a tree preservation area and dog park. Mr. Storch remarked that the zoning allows a five-story building on the site or a three- to- four-story residential project.

Mr. Storch stated that the parking changes to the plans, moved parking internal to the site. There is 50' between the apartments and the adjoining perimeters and have provided for vegetation and structures to ensure there is no impact. Mr. Storch explained that if the area were to have single-family in its place, they would be much closer to the existing single-family.

Mr. Storch reiterated the earlier comment that there are no environmental issues on the site. There are no wetlands or flood plain impacts. 33 percent of the site is maintained in open space. Mr. Storch stated 33,000+ square feet is part of the tree and natural vegetation preservation area and is not being touched. Mr. Storch explained the stormwater for the site, explaining that it will be improved from what it currently is and that once the stormwater system is in, there will be 72 percent less stormwater runoff from the property. He added that there is a large wet-retention system in the rear of the property that is surrounded by vegetation, as well as another system designed to reduce the amount of nutrients in stormwater. The quality of the stormwater will be far less with the nutrients removed.

Board Discussion and Questions

Mr. du Moulin asked for additional explanation of the wet-retention system. Mr. Storch pointed to the area next to the lake system in his presentation overhead,

explaining that the water goes into it and filters out the nutrients before it goes offsite, providing additional stormwater protection.

Mr. Storch advised the Board that once the project goes in, it will be a 12 million dollar investment into the Downtown District.

Mr. Railsback commented that he appreciates the effort in reducing the density concurrency and stormwater impacts. He expressed concern about access between properties as an adjacent property owner, and inquired about fencing or walls planned for the project. Mr. Railsback stated that he would feel more comfortable with limited or eliminating access. Mr. Storch replied that there are a few homes on the Dix Avenue side, and approximately two homes adjacent to the site on the Highland Avenue side. There is a 6' white vinyl fence planned on the Dix side of the site as well as the setback and additional stormwater. Mr. Storch agreed to work with the citizens if they are interested in landscaping on the other side. He continued that the applicants would be willing to put a fence up if requested. There was no plan for a fence there initially due to the preserved natural preservation. Mr. Storch confirmed that the proposed project plan was not to encompass the site by a fence but that it can be added into the plan.

Chairman Thomas stated that he would like a masonry fence in place of a vinyl or chain-linked fence.

Mr. Railsback concurred with Mr. Thomas.

Mr. Storch suggested adding a stipulation for a masonry wall for every area adjacent to a neighbor.

Mr. Railsback commented that a neighbor to the property, Mr. Bill Navarra installed a fence all the way around his property, and suggested that being an incentive for supporting the project for the majority.

Mr. Jorczak referenced the aforementioned walkability comment and remarked that he noticed an easement on the Dix Avenue side for a sidewalk on the plans, but did not notice a sidewalk on Highland Avenue. Mr. Storch replied that Dix Avenue is already developed and it was determined that there is already a sidewalk there.

Mr. du Moulin asked for details on the retention pond, irrigation and its maintenance. Mr. Storch replied that there is an irrigation well and the applicants are open to, if recommended, harvesting from the stormwater pond. With stormwater, it allows the water to flow into the aquifer as opposed to being taken offsite. Mr. Storch added that the wet-retention pond has water all of the time. The dry-retention area next to it does not have water at all times, and is raised up to be a retention area in case of something.

Mr. Steve Buswell, Engineer, Parker Mynchenberg & Associates, stated that there is an existing control structure and a positive outfall from the pond out to FDOT. The design has been permitted by the St. John's Water Management District. He continued that the pre-treatment ponds purpose is to attenuate and provide additional treatment and for nitrogen and phosphorus removal from downstream waterbodies so that there are no algae blooms. Mr. Buswell added that there is not an opportunity to do the stormwater harvesting system in a standard and small wet-detention system.

He remarked that sometimes the nutrients will build up into the irrigation system and clog the heads over time.

Mr. Galloway inquired why the dumpster is so far away from the building and not more towards the south corner of the Dollar General lot. He added that it would be a straighter shot for Waste Management to drive in and would keep it closer to the applicant versus the residents houses. Mr. Storch answered that it is in the location that it is in due to the large buffer area between the proposed dumpster area and the residents, but advised it can be changed when going through the process.

Mr. Buswell explained the reasoning for the dumpster placement, stating that there is an existing access point there that is not being changed. Residents are able to dispose of trash in the proposed location which keeps the garbage truck from circling internally. The turning radius is on the wide point of access, allowing for delivery and garbage trucks.

Mr. Galloway commented that the closer a dumpster is to the public road, others will use it.

Audience Comments/Input

Mr. Robert Ezell, 132 Highland Avenue, expressed his Highland Avenue area traffic concerns with the proposed project. He stated that he will not let his grandchild play in his front yard. He added that his light pole has been taken out twice by cars. Mr. Ezell commented that the speeds on the roads are crazy. A right-of-way (ROW) tree was taken out by the city and the city employees were astonished by the speeders going down the road. Mr. Ezell remarked that they have speed bumps at each end of the road, but that drivers drive 25 mph up to the speed bump, stop and cross it, and then go 35 mph and is not safe. He added concerns about having a sidewalk only halfway down the road for aesthetic purposes for residents to go downtown. Mr. Ezell asked about the rest of the road and sidewalks, commenting that the roads are already narrow. He asked if the city will be taking more right-of-way (ROW) or easements from the residents to extend a sidewalk or if it will put people out in the roads. He stated something be done about the traffic, explaining that you cannot get a truck and a car down the road at the same time without a vehicle being scratched from all of the trees that are extending over the road. Mr. Ezell concluded that he does not really want the project in the neighborhood but understands that it is a revenue generator for the city, and suggests protecting the citizens and residents that are already there.

Chairman Thomas concurred and added that he is concerned as well about the entrance off of Highland Avenue.

Mr. Rick Sandora, 36 Highland Avenue, stated that there are 82 homes on Dix Avenue and Highland Avenue and the proposal will double the amount of people in the area. He added that there is a dog park but no provisions for children. Mr. Sandora commented that it is difficult to get around landscapers on Highland Avenue. The road is narrow and there is no way of putting a sidewalk all the way down Highland Avenue. Kids will be attracted to the river down the street, which will be an attractive hazard to the people living on the river, according to Mr. Sandora. He added that the speedbumps are ineffective. Mr. Sandora expressed that he feels once the project is done, it is done, and there will not be an opportunity to rectify it after it is allowed

He stated that he is against it. He expressed further concerns about traffic, commenting that drivers going out onto U.S. Highway 1 have to go south from Highland Avenue. Numerous drivers use Dix Avenue and Highland Avenue as a cut-thru to Beach Street, which is backed up past Highland Avenue and Dix Avenue in the morning rush hours.

Ms. Beth Putnam, 83 Dix Avenue, commented that she sees no sidewalk access for the proposed family-friendly apartment complex. There is no sidewalk to go to the dumpster. She remarked that the Dollar General dumpster backs up to Dollar General and is not in the location that the project is proposing. Where it is proposed will be borderline with one of the residential properties and when the winds come from the west, the dumpster smell will go up Dix Avenue. Ms. Putnam referenced the earlier comment on sidewalks, and stated that the subject needs to be addressed with 100 cars that will be coming and going at all times and that the children will be unable to walk to school safely with the sidewalk on Highland Avenue ending, therefore will be in the middle of the narrow street. She continued that an alternative is to walk down U.S. Highway 1 to cross Granada Boulevard. Ms. Putnam commented on the lighting, and suggested down-lighting or dark sky-lighting and not flared out security lighting. She suggested solar would have been best. Ms. Putnam addressed the ponds and suggested there be a security fence around the water with the children. She added that the schools are crowded and that there was no discussion on the impact the project would bring to the school. Ms. Putnam added her water and traffic-use concerns, remarking that she cannot be enthusiastic about the project right now.

Applicant Response

Mr. Storch addressed concerns, stating that the project has been reviewed with the Volusia County School Board and they indicated that there is sufficient capacity for the additional children that may come from the proposed development. He reiterated that it is already in the comp plan for medium density residential units. Mr. Storch added that with ponds and lakes, a slope is put in and there will be a wall around the area, preventing children to access them. He referenced the down-lighting comment, confirming that it can be done and to add as a stipulation. Mr. Storch added that a sidewalk can be provided to the dumpster. The applicants will work with staff on the best location for the dumpster. Regarding the sidewalk concerns, the applicants will support any additional sidewalks for the project working alongside the city. Mr. Storch referenced the Highland Avenue access inquiry and stated that it is an engineering issue and has to be done where people cannot easily make the connection and turn to the left, suggesting that it can be done with higher curbing and signage to discourage and prevent people from making the left-hand turn onto Highland Avenue. Mr. Storch reiterated that the impact will be less on Highland Avenue with access going through Dollar General into the project. Mr. Storch concluded that stipulations can be added to accommodate for this.

Chairman Thomas referenced the Sterthaus Avenue onto Nova Road access area, and stated that even with the no left-turn signage, drivers still do. Mr. Storch stated that the entrance only off Highland Avenue can be engineered to discourage any illegal turning movements. Chairman Thomas asked if the city would allow that design. Mr. Spraker stated that design could be accomplished.

Chairman Thomas asked about traffic coming off of U.S. Highway 1 turning onto Highland Avenue. Mr. Storch confirmed that the only left turn into the neighborhood in this area of U.S. Highway 1 is located at Highland Avenue. Mr. Storch stated that access only into their site is needed to prevent traffic coming off U.S. Highway 1 from going to the site through the existing neighborhood to access their development. This access point on Highland Avenue would encourage traffic to go the easy way and not through Highland Avenue, Ridgewood Avenue and Dix Avenue. Mr. Storch stated the whole design of the project is to prevent their project traffic from using Dix or Highland Avenues. Mr. Storch stated project trips now are going around Highland Avenue to North Ridgewood Avenue and west on Dix Avenue. This entrance only would prevent that movement in the existing neighborhood. Mr. Storch concluded that he believed that the project design would reduce traffic on Highland and Dix Avenues.

Board Discussion and Questions

Mr. Galloway stated that this property was originally bought for a large furniture store and residential in the rear portion of the site. The property is zoned to allow the type of use proposed. Mr. Galloway stated that the residents should demand sidewalks. He stated that his utility bill has information on sidewalk improvements and commented that if sidewalks are desired in this area that there is money in the city budget.

Mr. Galloway expressed concern for the dumpster location. Mr. Storch stated that the project could stipulate for the movement of the dumpster.

Mr. Galloway stated that he heard that kids were going to be in the apartment complex. He stated that this is an assumption and it is underdetermined who will be within this development.

Mr. Galloway stated that there are issues with urban sprawl and remarked that here is a project that is developing in the core of the city. Mr. Galloway indicated that he would be supporting this project.

Mr. Jorczak stated that he is aware of the narrowness of the roadways and that he has contacted the city to trim the vegetation in the right-of-way (ROW). Mr. Jorczak concurred with Mr. Galloway regarding the need for the city to install sidewalks in this area. Mr. Jorczak continued that he supports the walls along the project perimeter and agreed that the pond should have additional security to protect children's safety. Mr. Jorczak also stated that he concurred that the dumpster should be moved. He added that he thought the population density was reasonable and the architectural style looks attractive. Mr. Jorczak stated the secondary issues need to be addressed. Mr. Storch replied that the applicant is willing to provide stipulations that could be part of the recommendation on the project. He stated that dumpster would be stipulated to be moved to the project interior with sidewalk access. Mr. Storch added that the project can stipulate for additional security around the stormwater pond. Mr. Thomas inquired about a stipulation on the wall requirement. Mr. Storch confirmed that the project would stipulate to a wall around the project abutting existing residential uses. He continued that the project would also stipulate to ensure in-bound access from Highland Avenue to the project with raised curbing.

Mr. du Moulin stated that he agreed with the comments provided and had no additional comments.

Mr. Railsback commented that he supports infill development and added that it is a good use of that parcel. He stated he concurred with the stipulations stated. Mr. Railsback continued that he went through a multi-family development proposal next to his subdivision and believes that the masonry wall is necessary to protect the existing residential uses. He stated that he supported mitigating the traffic impacts of the project and the downlighting mentioned earlier. Mr. Railsback concluded that he would support the project with the stipulations referenced if they are included in the recommendation.

Ms. Shull stated that she likes the project but has concerns with the depth of the residential uses. She added that she likes that the buildings are two-story with concrete block construction. Ms. Shull commented that she is supportive of the perimeter wall, movement of the dumpster, and downlighting. Ms. Shull stated the main issue is the traffic. She remarked that what we do not seem to understand is that there are residents that have lived in the neighborhood for a long time and there is turnover to new residents. Ms. Shull stated she is a realtor and people love this area and the neighborhood. She stated that she does not think that the existing residents are being taken into consideration as projects are being developed. Ms. Shull stated that if we do not stand up here and say something about traffic, the city is not going to hear us. We need to have the city hear us. The speed tables are doing nothing. Ms. Shull stated that the state of Florida has an issue with speeders. She stated that the city needs to protect the existing residents. Ms. Shull concluded that she liked the project, but is going to vote no, based on the traffic impacts to make the city aware of the issue. She stated she wanted the city to do something about Dix and Highland Avenues so that the people who live there and pay taxes can be heard. Mr. Storch stated he agrees that traffic is so important, but the fact is that this project and the units proposed are allowed to be here. Ms. Shull stated that she understood that but if she did not speak up, the issue would not be addressed. The traffic issues should be taken care of first before development is approved. Ms. Shull stated an approval would allow development that would further add to the traffic problem. She stated that she knows that the project has done everything they can do from a design perspective.

Chairman Thomas reviewed the traffic issues of the city and project. He questioned the possibility of making Dix and Highland Avenues one-way streets. Chairman Thomas stated that one-way streets may reduce traffic. He was unclear if the residents would be supportive of the concept and understood that there may be inconveniences. Mr. Thomas stated that Dix and Highland Avenues were city streets and the city could make changes if desired. Chairman Thomas encouraged residents to talk to the City Manager and City Commission about the one-way roadway concept.

Chairman Thomas discussed infill development and the goal of the Board to make the project possible. Chairman Thomas understood the concern of the residents of Dix and Highland Avenues. He stated that he was supportive of the project with the stipulations previously discussed.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

ZMA 2021-079(A)

Mr. Railsback motioned to approve ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

ZMA 2021-079(B)

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

DO 2021-079(C)

Mr. Spraker stated that he desired to confirm the stipulations that were agreed to through the public hearing process and they are:

1. The dumpster location would be moved from its current location and relocated closer to the mutli-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting (Mr. Spraker noted that this is already required, but could be reinforced in the stipulations).

Mr. Railsback asked if there was a wall behind the existing Dollar General property. Mr. Spraker stated that he believed that there was a wall existing. If there is not, this section would be included in the wall requirement.

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve DO 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order, with the following five stipulations stated by Mr. Spraker. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1). Ms. Shull stated that her no vote was based upon traffic impacts.

Chairman Thomas thanked the residents for their attendance and input and asked residents to remember that the Planning Board only makes recommendations and that the City Commission provides the final action for the project.

Mr. Jorczak stated that he concurred with the concept of one-way roadways and questioned if the Planning Board should make this a recommendation.

Mr. Galloway offered to meet and discuss with city staff. Mr. Galloway stated that it is on his water bill that they are supposed to be building sidewalks. Now is the time to put sidewalks along these roadways.

Mr. Spraker recalled with the land use amendment that there was a meeting regarding traffic along Dix and Highland Avenues. This meeting led to the residential traffic calming program. The concept of one-way streets was discussed at the meeting for traffic calming. The route is to go is through the traffic calming program, including working with the Engineering Department. Mr. Spraker stated that there would need to be resident support of the one-way concept. There is an existing mechanism to pursue the concept of one-way streets discussed tonight.

Chairman Thomas stated that the concept needs to start with the citizens and expressed that he is unsure if there would be support. Mr. Spraker concurred and stated that it would be a similar process of obtaining the speed tables. He stated that staff is available to meet with residents.

Mr. Galloway asked if the residents would rather have one-way streets or sidewalks. Mr. Spraker stated that the issue with the sidewalks is that there is only 33' of right-of-way (ROW) versus a typical width of 50'. There is insufficient right-of-way (ROW) to construct sidewalks. This area was likely platted in the early 1900's and the street layout was not designed for the traffic patterns that exist today. The project tonight provided easements on private property to allow the installation of sidewalks. Mr. Spraker stated that it is unclear if property owners along these streets are willing to provide easements to construct sidewalks.

Chairman Thomas questioned if a sidewalk has to be five (5') feet. Mr. Spraker responded that there are minimum widths based on handicapped access requirements. Mr. Spraker stated that there is a process to consider the one-way process. If there was an easy way to construct sidewalks along these roadways, they would already be in place. Mr. Spraker concluded that staff hears the concerns presented tonight and the issue would be presented to the City Commission.

Mr. Galloway asked if property owner's taxes would be decreased if they provided an area for the sidewalk. Mr. Spraker stated that the sidewalk would be in an easement and the property owner still owns the land area.

Chairman Thomas asked how many people attended the first traffic meeting. Mr. Spraker responded with approximately 50 individuals. Chairman Thomas asked the results of the meeting. Mr. Spraker stated that the meeting led to the residential traffic calming program that led to speed tables, radar feedback, signs and signage. Mr. Spraker stated that the one-way concept could be an evolution of the residential traffic calming program. Chairman Thomas appreciated that there is a path and stated that it is important to discuss the issue with the residents in attendance.

Ms. Shull asked about the width of Dix and Highland Avenues. Mr. Spraker stated he had not measured the width and speculated 17' to 20'. Ms. Shull asked if there was a one-way roadway, would this reduce the needed paved width. Mr. Spraker

stated that it does and there needs to be verification of the fire access requirements. Mr. Spraker restated that the first step is that there be a majority of residents that desire a one-way traffic pattern. The second step, if residents are interested, is the actual design that could be developed and then voted on by the residents of the roadways.

D. ZMA 2022-098(A) 121 East, 121 East Granada Boulevard, Planned Business Development

E. DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (D) and (E), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker displayed the land use and zoning for the property at 121 East Granada Boulevard. Mr. Spraker stated that the land use allowed a total of 24 residential units and the zoning allowed 20 residential units. He showed pictures of the existing site and a Florida Power and Light (FPL) structure. Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.76 acres that has a B-4, Central Business zoning designation that is seeking a PBD, Planned Business Development zoning designation. The zoning map amendment provides a framework for the next agenda item of the issuance of a development order.

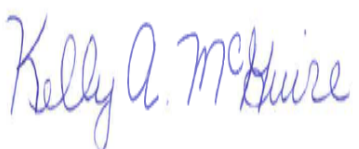
Mr. Spraker summarized the development order process that included SPRC review, a neighborhood meeting, Ormond Beach MainStreet review, Planning Board review, and future City Commission dates. Mr. Spraker stated that the project was in the Downtown Overlay District and noted that the master plan encouraged residential development.

Mr. Spraker detailed the project site plans. He stated that the building was five (5) stories over the ground floor of parking. The second floor has a pool/amenity area to the north of the property and a dog walk area to the east of the building. Mr. Spraker displayed a first floor site plan and the project building elevations.

Mr. Spraker stated that there were two correspondence items received for this project, an e-mail from a resident who was not in favor of the project and desired another use, and the other correspondence, a letter of support from Ormond Beach MainStreet. Mr. Spraker concluded that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker stated that the SPRC is recommending approval of agenda items (D) and (E).

Applicant's Presentation

Mr. Robert A. Merrell, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated there has been months of work put into the project and there is a project team to answer any questions. The property owner and contractor, Mr. Bryan Collyer, is available for any questions. Mr. Merrell remarked that the staff report reviewed in detail the Comprehensive Plan, Downtown Master Plan, and Land Development Code (LDC) requirements and he did not intend to repeat this analysis. He expressed a few key points, the desire to create a sense of place, compact pedestrian

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.D
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-37	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Ormond Enclave, 145 North Yonge St., Issuance of a Development Order			
Budget Impact:	No budget impact as the result of this issuance of a development order.			
Summary:	This is a request from CST Holdings, LLC for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet that will remain. The project would have zoning designations of PBD, Planned Business Development and PRD, Planned Residential Development.			
Recommended Action:	It is recommended the City Commission approve the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street. The Planning Board recommended approval with a 5-1 vote at its June 8, 2023 meeting with five (5) conditions which are included in the Ordinance attached. The conditions include: 1. The dumpster location would be moved from its current location and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster. 2. Additional security for the stormwater pond. 3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses. 4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point. 5. Provide downlighting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 6/20/2023 				

Claire Whitley, Assistant City
Manager

6/21/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, with a stylized flourish.

Joyce Shanahan, City Manager

6/30/2023

A handwritten signature in blue ink that reads 'Joyce Shanahan' in a cursive script.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Ormond Enclave, 145 North Yonge St., Issuance of a Development Order
Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from CST Holdings, LLC for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet that will remain. The project would have zoning designations of PBD, Planned Business Development and PRD, Planned Residential Development.

Background

A portion of the subject property was approved for a rezoning with Ordinance 2005-32 that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a new development order shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52+ acres from "Low Density Residential" to "Medium Density Residential", increasing the maximum allowed residential

- density from 4.3 units per acre to 12 units per acre;
- 2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52+ acres proposed to be designated “Medium Density Residential”; and
- 3. Reduced the residential density within the 3.48+ acres currently designated “General Commercial” from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the “Courtyards at Ormond”.

Discussion

Key aspects of the project include:

1. The project proposes 64 multi-family apartment units.
2. The project has multiple land uses of “General Commercial” (3.56+ acres), “Medium Density Residential” (2.52+ acres) and “Low Density Residential” (0.26+ acres) and totals 6.34 acres.
3. The density calculations are as follows:
 1. Gross density: 64 units divided by 6.34 acres, is 10.09 units per acre.
 2. “General Commercial” land use: 34 units divided by 3.56 acres, is 9.55 units per acre. Deducting an acre of land area for the Dollar General building improvements, the land area would be 2.56 acres and the density would be 13.3 units per acre.
 3. “Medium Density Residential” land use: 30 units divided by 2.52 acres, is 11.90 units per acre.
 4. “Low Density Residential” land use, 0 units over 0.26 acres. No development is proposed on the “Low Density Residential” and it is used for additional natural areas and stormwater.
4. There is an existing retail use, Dollar General, of 9,014 square feet that will remain as it exists today.
5. The majority of the property has an existing zoning of PBD, Planned Business Development and Planned Residential Development. The applicant has added land areas that need to be incorporated into the Planned Development zoning designation which are presented as ZMA 2021-079(A) and ZMA 2021-079(B) agenda items. The two zoning designations are needed based on the commercial and residential land uses.
6. The multi-family residential use requires 128 parking spaces and the retail use requires 36 parking spaces for a total of 164 parking spaces. The site plan provides for 164 parking spaces. Note that there are Comprehensive Plan and Land Development Code regulations that allow a parking reduction of 20% based on the project being within a Multi-Modal Corridor. The total required parking would be 131 parking spaces.
7. The project is located within the city’s Transportation Concurrency Exception Area (TCEA).
8. There are eight (8) buildings proposed with eight (8) units per building. Architectural plans are included in the site plan submittal. There are two building types, A and B. The architectural plans show two (2) and three (3) bedroom units.
9. The building length of building A is approximately 106 linear feet and the building length of building B is approximately 102 linear feet.

10. The proposed multi-family buildings are two stories with a building height of 25'2".
11. The architectural style is neo-eclectic. Architectural features include a standing seam metal roof, covered balconies and porches, overhangs, variations in roof height, projections and recessed sections, stucco base with board and batten cement siding and horizontal lap siding, and earth tone colors.
12. There are no wetlands on the site.
13. The project is located within Flood Zone X, outside the 500-year floodplain.
14. The site design features multi-family buildings on the outside of the project perimeter with parking internal to the site. The setback along Highland Avenue is 20' and 25' along North Yonge Street. The setback to existing single-family residential properties is at least 50'.
15. A dog park area with a four (4')-foot black ornamental fence is proposed.
16. The primary access is designed to be from North Yonge Street. Access from Highland Avenue is an entry only and vehicles would be prohibited from exiting the site onto Highland Avenue. There is a full access point on Dix Avenue that would remain unchanged.
17. The project proposes a six (6')-foot PVC vinyl fence abutting the north property line, abutting the Dix Avenue properties, and the east property line. There has been discussion at the Site Plan Review Committee meetings regarding the other property boundaries. There are significant trees and vegetation along the other property lines. Installation of a fence would require removal of the existing buffer and it is recommended that the fence not be required in these areas. The applicant has stated that they are willing to install a fence if required and remove the necessary vegetation to install the fence.
18. The project has provided the required 15% natural preservation areas.
19. Sheet 7A of the site plans shows the buffer and tree calculations. The calculations show 85 trees to remain and 180 trees to be planted, totaling 265 trees.
20. Construction hours for outside activity would be from 7:00 am to 7:00 pm, Monday thru Saturday, with no construction on Sundays. Necessary concrete pours can be coordinated with the SPRC to establish allowed times.
21. The SPRC may permit individual Certificates of Occupancies if the necessary site work is completed for each building.
22. A sidewalk is proposed along Highland Avenue. Portions of the sidewalk would be on private property with easements based on limited right-of-way and tree protection.
23. The project has been issued a St. Johns River Water Management District permit for stormwater management.
24. A 32 square-foot monument sign is shown to be along North Yonge Street.
25. A lighting plan has been provided that shows no spillover lighting to abutting properties.
26. School concurrency has been obtained and is provided in the packet.

Planning Board

The Planning Board reviewed the zoning map amendment at the June 8, 2023 meeting and recommended approval with a 6-0 vote. There were no specific references to the zoning map amendment and the Planning Board discussion focused on the site development and issuance of the development order. The issuance of the development

order (DO 2021-079(C)) was approved with a 5-1 vote and five (5) conditions. There were three (3) individuals who addressed the Planning Board and key points included:

1. Traffic concerns on Dix and Highland Avenues.
2. Lack of sidewalks on Dix and Highland Avenues.
3. The speed tables added on Dix and Highland Avenue are ineffective.
4. Location of the dumpster.
5. There should be a security fence around the wet stormwater pond.

Planning Board members discussed the following items:

1. Traffic along Dix and Highland Avenue. There was discussion about making Dix and Highland Avenue one-way streets. A Board member stated the traffic issues should be taken care of first before development is approved.
2. The addition of sidewalks on Dix and Highland Avenues.
3. Relocation of the dumpster.
4. Requirement of a wall along the project perimeter abutting existing residential properties.
5. Fencing around the wet stormwater pond.

The applicant stated that the project specifically addressed traffic impacts by (1) removing the proposed commercial uses within the development, (2) allowing an in-bound access point along Highland Avenue, and (3) selecting a low traffic generating use for the property where commercial uses are allowed as permitted uses. The applicant agreed to five (5) conditions that were made part of the approving motion for the issuance of the development order (DO 2021-079(C)):

1. The dumpster location would be moved from its current location shown on the site plan and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond shall be required.
3. A masonry or post and panel wall shall be required along the project perimeter where it abuts existing residential uses.
4. The Highland Avenue entrance is entrance only and shall include raised curbs to prevent vehicles from exiting this access point.
5. The project shall provide downlighting.

There was a discussion regarding the one-way concept for Dix and Highland Avenue that detailed the existing residential traffic calming program. In order to start reviewing this concept, there would need to be majority support from the residents along Dix and Highland Avenues. Planning staff noted that Dix and Highland Avenue have a right-of-way of 33' (typical is 50') which is not sufficient to add sidewalks and easements would be needed from property owners in order to add sidewalks. It was noted that the Ormond Enclave project is providing an easement on private property to allow the construction of the sidewalks along their property boundary. The Planning Board meeting minutes are attached to this agenda item.

Budget Impact

No budget impact as the result of this issuance of a development order.

Citizen Impact

Since the Comprehensive Plan amendment application in 2019, key issues throughout the process have been (1) traffic impacts, (2) compatibility, and (3) stormwater. From the land use amendment application process, the city started a residential traffic calming program. Specific to this area of the city, speed tables have been added to Dix and Highland Avenues. The site design of the project was changed since the first neighborhood meeting to eliminate retail uses and to restrict access on Highland Avenue to enter only. The three residents who spoke at the Planning Board stated that the traffic calming techniques to date have been ineffective. The traffic issues presented are existing issues. The Ormond Enclave project consisting of commercial and residential land uses and zoning has sought to reduce traffic impacts through use and site design. The project team agreed to five (5) conditions at the Planning Board meeting to further improve the project. If the property owners along Dix and Highland desire one-way streets and potential sidewalks, the residential traffic program provides a mechanism for these changes.

Recommendation

It is recommended the City Commission approve the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34+acres located at 145 North Yonge Street. The Planning Board recommended approval with a 5-1 vote at its June 8, 2023 meeting with five (5) conditions which are included in the Ordinance attached. The conditions include:

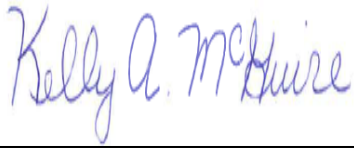
1. The dumpster location would be moved from its current location and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting.

Attachments:

1. 23-37 145 N. Yonge St. DO, Ormond Enclave (P23-0110G)
2. Ormond Enclave, Development Order
3. Exhibit A, Legal Description - DO
4. Exhibit B, SPRC comments
5. Exhibit C, PRD & PBD conditions - Ormond Enclave, LLC
6. Exhibit D, site plans

7. 06.08.2023, Ormond Enclave, Issuance of a Development Order (8.5X11)
8. 06.08.2023, DRAFT PB Minutes - Ormond Enclave, 145 North Yonge Street, DO

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 21, 2023



Joyce Shanahan, City Manager

Date: June 30, 2023

ORDINANCE NO. 2023-37

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT AND PLANNED RESIDENTIAL DEVELOPMENT TO BE LOCATED AT 145 NORTH YONGE STREET (VOLUSIA COUNTY PARCEL NUMBER: 4215-04-01-0270), TO BE KNOWN AS THE “ORMOND ENCLAVE”; AUTHORIZING THE DEVELOPMENT OF 64 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, CST Holdings, LLC, a Florida Limited Liability Company (“Applicant/Property Owner”) is the fee simple owner of certain real property consisting of approximately 6.34 acres located at 145 North Yonge Street (Volusia County parcel number: 4215-04-01-0270), which is legally described and depicted in Exhibit “A” (the “Property”) attached hereto and incorporated herein, and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development (PBD) and Planned Residential Development (PRD) to allow 64 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 6.34 acres, to be known as “Ormond Enclave” as described and depicted in the PBD and PRD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property: (1) has existing zoning of Planned Business Development for a portion of the Property, (2) has existing zoning of Planned Residential Development for a portion of the property, (3) has completed a zoning map amendment to include additional land from B-4, Central Business, to Planned Business Development, and (4) has completed a zoning map amendment to include additional land from R-3, Single-Family Medium Density, to Planned Residential Development, and

WHEREAS, by Ordinance 2005-32 the City Commission approved a development plan for a Planned Business Development and Planned Residential Development to be known as “The Courtyards at Ormond” to allow 82,369 square feet of commercial uses and ten townhomes on the Property on the east side of North Yonge Street, between Highland and Dix Avenues, and authorized the execution of a Development Order therefore, which Ordinance and Development Order are recorded in Official Records Book 5675, at Pages 4713 through 4735 inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Ordinance 2009-17 the City Commission approved a development plan for a Planned Business Development and Planned Residential Development to be known as “The Courtyards at Ormond” to allow 21,014 square feet of commercial uses and sixteen townhomes on the Property on the east side of North Yonge Street, between Highland and Dix Avenues, and authorized the execution of a Development Order therefore, which Ordinance and Development Order are recorded in Official Records Book 6361, at Pages 4240 through 4266 inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Development Orders approved by Ordinance 2005-32 and Ordinance 2009-17 have expired, and

WHEREAS, by Ordinance 2019-23 the City Commission approved a Comprehensive Plan amendment that: (1) amended the designation of 2.52± acres from “Low Density Residential” to “Medium Density Residential”, increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre, (2) limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52± acres proposed to be designated “Medium Density Residential”, and (3) reduced the residential density within 3.48± acres currently designated “General Commercial” from the existing 32 units per acre to 22 units per acre, and

WHEREAS, a portion of the Property has been developed for a 9,014 square-foot retail use, which shall remain through the development plan of the 64 multi-family residential units, and

WHEREAS, the existing developed retail portion of the Property shall maintain the uses and dimensional standards of the B-4, Central Business zoning district. The remainder of the property, which is vacant, shall only allow a maximum of 64 multi-family residential units. Any uses, other than the 64 multi-family residential units, for the vacant land subject to this PBD and PRD Development Order shall require an amendment to the Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(d)(2) of the *Land Development Code*, and has recommended approval with certain conditions of the PBD and PRD Development Order for the project, and

WHEREAS, five stipulations made by the applicant at the Planning Board meeting on June 8, 2023 and included into the Planning Board recommendation shall be incorporated into the final site plan and verified by the Site Plan Review Committee. The stipulations include: (1) the dumpster location will be moved from its current location and relocated closer to the multi-family units. The dumpster location will have sidewalk access to the dumpster, (2) additional security shall be provided for the stormwater pond, (3) a masonry or post and panel wall shall be required along the project perimeter where it abuts existing residential uses, (4) the Highland Avenue entrance shall be entrance-only and shall include raised curbing to prevent vehicles from exiting this access point, and (5) the project shall provide downlighting, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee;
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and
- (4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may

be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the Planned Business Development (PBD) and Planned Residential Development (PRD) zoning districts, or adversely affect the public health, safety, welfare or quality of life;
- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle

and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development and Planned Residential Development Order for the “Ormond Enclave” project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the “Ormond Enclave” Planned Business Development and Planned Residential Development to allow the construction of 64 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 6.34 acres. The existing 9,014 square-foot retail use shall remain through the development plan of the 64 multi-family residential units.

SECTION THREE. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the Planned Business Development and Planned Residential Development Development Order.

SECTION FOUR. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** CST Holdings, LLC, a Florida Limited Liability Company
 Application No. 2021-079
 Project Name: Ormond Enclave
 Property Address: 145 North Yonge Street
 Parcel ID No.: 4215-04-01-0270

**PLANNED BUSINESS
DEVELOPMENT AND
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on July 18, 2023 and August 1, 2023, and the City Commission having considered those items as required by Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the Planned Business Development and Planned Residential Development zoning districts, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of CST Holdings, LLC, a Florida Limited Liability Company (“Property Owner”) for property located at 145 North Yonge Street (Volusia County parcel number: 4215-04-01-0270) as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), for a Development Order for a Planned Business Development (PBD) and Planned Residential Development (PRD) to be known as “Ormond Enclave”, to allow the construction of 64 multi-family residential units and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, PRD, Planned Residential Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

3. The outstanding comments from the Site Plan Review Committee list in Exhibit “B” shall be satisfied;

4. Full and complete compliance with the Planned Business Development and Planned Residential Development Conditions described in Exhibit “C”;

5. Full and complete compliance with the Applicant’s Site Plan attached as Exhibit “D”;

B. The final plans for the development project shall be consistent with all the conditions listed in this PBD and PRD Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit “D”.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this PBD and PRD Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Chapter 1, Article II, Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a PBD and PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by PBD and PRD Development Order is abandoned for a period of two (2) years any permit issued hereunder and this PBD and PRD Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Chapter 1, Article II, Section 1-14(3)(b) of the *Land Development Code*, and a new application for a PBD and PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Chapter 1, Article II, Section 1-14, or with the conditions provided in the PBD and PRD Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City’s Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be August 1, 2026, then this PBD and PRD Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section

1-14(3)(a), of the *Land Development Code*. If a building or site engineering permit is issued on or before August 1, 2026, the project shall be vested.

I. This Planned Business Development and Planned Residential Development Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit “A” attached hereto.

ORDERED this 1st day of August, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 6

OVERALL LEGAL DESCRIPTION – 145 NORTH YONGE STREET
(from Sliger & Associates survey)

DESCRIPTION OF SURVEYED PROPERTY PER OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA:

E(O.R.B. 6450, PG. 4136):

¹PARCEL "A"

LOTS 25, 26 AND 27, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL "B":

THE WESTERLY 840 FEET MORE OR LESS OF LOT D, SUBDIVISION OF RIVER LOT 9, AND THAT PART OF LOT D, RIVER LOT 9 1/2, LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ORMOND, ACCORDING TO THE PLAT RECORD THEREOF IN MAP BOOK 3, PAGE 124, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART OF LOTS D HEREIN DESCRIBED IS INTENDED TO INCLUDE ALL THAT PART OF SAID LOTS D LYING WESTERLY OF THE WESTERLY LINE OF LOT 18, EMMON'S SUBDIVISION AS SHOWN IN MAP BOOK 6, AT PAGE 100, EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF LOT D, RIVER LOT 9 AFOREMENTIONED AND EXCEPTING ANY PART OF SAID LOTS D WITHIN THE RIGHT-OF-WAY OF U.S. HIGHWAY #1.

PARCEL "C":

ALL OF LOT E, AND LOT D, EXCEPT THE EAST 100 FEET THEREOF, ASSESSOR'S SUBDIVISION OF RIVER LOT 11 1/2, ORMOND, AS PER MAP IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA [LESS AND EXCEPT ANY PART OF SAID LOT E WITHIN THE RIGHT-OF-WAY OF NORTH YONGE STREET, (U.S. HIGHWAY NO. 1)].

PARCEL "D":

~~LOTS 1, 2, 3 AND 4, BLOCK 2, MAP OF MAYO SUBDIVISION OF RIVER LOT 6, ORMOND, OF RECORD IN MAP BOOK 2, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM SAID LOT 1 THAT PORTION THEREOF WITHIN YONGE STREET (U.S. HIGHWAY #1).~~

LESS AND EXCEPT:

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-14-10-0080

(O.R.B. 6450, PG. 4134)

THAT PORTION OF THE WESTERLY 840 FEET OF LOT D OF RIVER LOT 9, AND THAT PORTION OF LOT D, RIVER LOT 9 1/2 LYING SOUTHERLY OF AND ADJOINING EMMON'S SUBDIVISION, ASSESSOR'S SUBDIVISION OF RIVER LOTS, ORMOND, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL OF LOT 27 AND A PORTION OF LOT 26, EMMON'S SUBDIVISION, OF RECORD IN MAP BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY LINE OF YONGE STREET AND/OR U.S. HIGHWAY 1 AS NOW MONUMENTED AND ESTABLISHED 11-20-08; THENCE SOUTH 24°37'40" EAST, 81.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE NORTH 65°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 27, 8.00 FEET TO A POINT THEREIN; THENCE SOUTH 24°37'40" EAST 108.72 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 64°57'12" EAST THROUGH SAID LOT D, RIVER LOT 9, 270.66 FEET TO A POINT THEREIN; THENCE NORTH 24°37'38" WEST THROUGH SAID LOT D OF RIVER LOT 9, AND THROUGH A PORTION OF SAID LOT D, RIVER LOT 9 1/2, AND THROUGH SAID LOT 26, 189.50 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 26, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF DIX AVENUE, A PLATTED 36 FOOT RIGHT OF WAY; THENCE SOUTH 65°00'00" WEST ALONG SAID SOUTHERLY LINE, 278.66 FEET TO THE POINT OF BEGINNING.

PARCEL I.D. #4215-04-01-0270 AND 4215-04-01-02702009

PARCEL E (O.R.B. 7696, PG. 3818)

LOTS 5, 6, 7 AND 8, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0050

AND (O.R.B. 7151, PG. 3887)

LOTS 9, 10 & 11, BLOCK 2, MAYO SUBDIVISION OF RIVER LOT NO. 6 ORMOND FLA., ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 124 AND RE-FILED IN PLAT BOOK 12, PAGE 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL IDENTIFICATION NUMBER: 4215-06-02-0090

AND (O.R.B. 7714, PG. 1251)

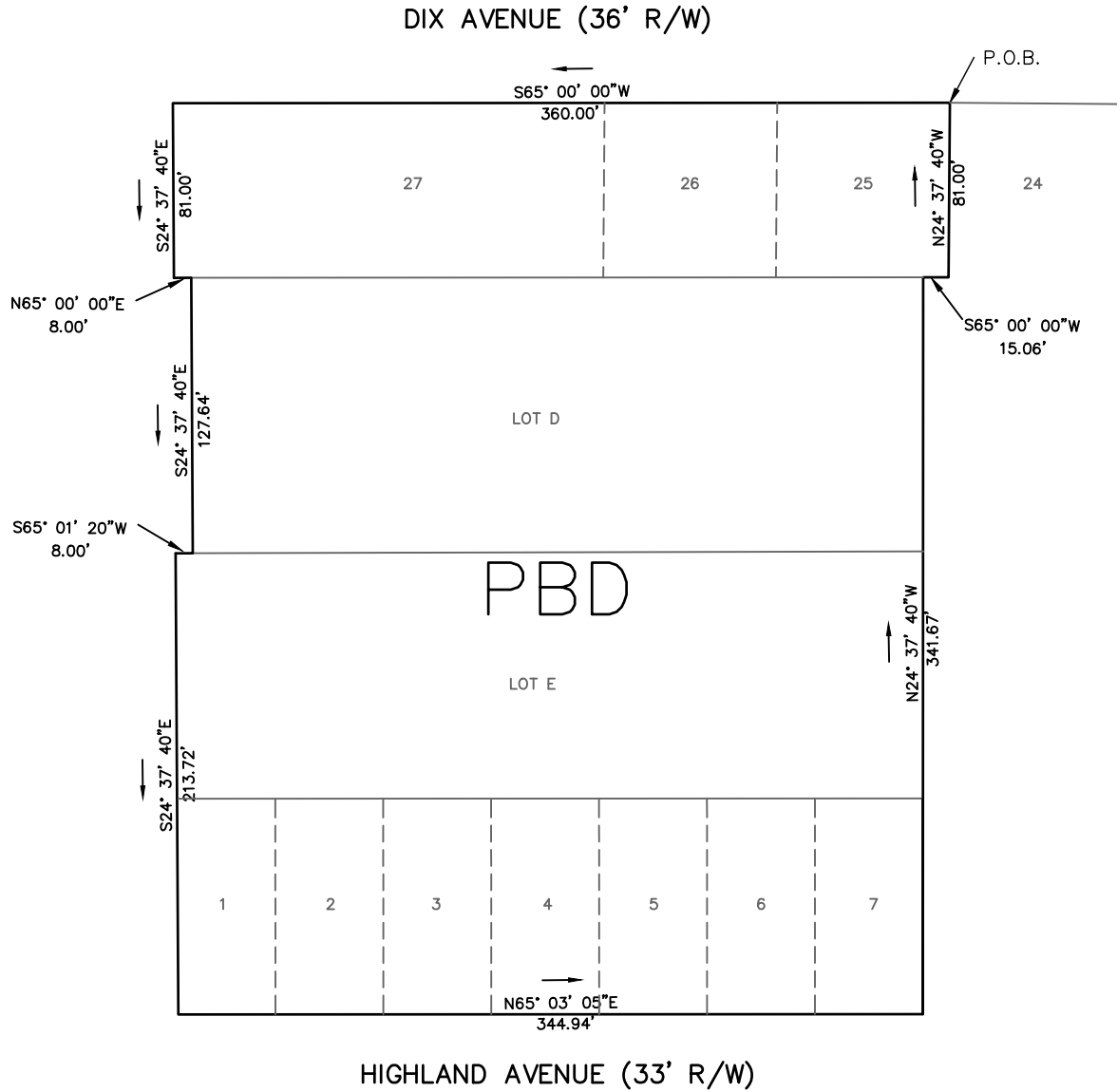
E 100 FT OF LOT D SUB RIVER LOT 11 1/2 ORMOND

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 2 of 6

PBD

NORTH YONGE STREET (US HIGHWAY #1)



HIGHLAND AVENUE (33' R/W)

SHEET 2

SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/6/23	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 2 OF 2	DRAWN BY: CO

LEGAL DESCRIPTION

EXHIBIT "A"

Page 3 of 6

PBD

LOTS 25, 26, 27, EMMONS SUBDIVISION PER PLAT BOOK 6, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE WESTERLY 340'± OF LOT D, SUBDIVISION OF RIVER LOT 9, LYING SOUTHERLY AND ADJOINING EMMONS SUBDIVISION, THE WESTERLY 345'± OF LOT E, ASSESSORS SUBDIVISION OF LOT 11 1/2, ORMOND, PER PLAT BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOTS 1-7, MAYO SUBDIVISION OF RIVER LOT 6, PER PLAT BOOK 2, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PART OF SAID LOTS LOT D AND E WITHIN THE RIGHT-OF-WAY OF NORTH YONGE STREET (U.S. HIGHWAY NO. 1), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF DIX AVENUE (A 36 FOOT RIGHT-OF-WAY AS PLATTED) AND THE EASTERLY LINE OF LOT 25 OF SAID EMMONS SUBDIVISION, RUN THENCE S65°00'00"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 360.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, RUN S24°37'40"E A DISTANCE OF 81.00 FEET; THENCE N65°00'00"E A DISTANCE OF 8.00 FEET; THENCE S24°37'40"E A DISTANCE OF 127.64 FEET; THENCE S65°01'20"W A DISTANCE OF 8.00 FEET; THENCE S24°37'40"E A DISTANCE OF 213.72 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF HIGHLAND AVENUE (A 33.00 FOOT RIGHT-OF-WAY AS PLATTED) ALSO KNOW AS THE SOUTH LINE OF SAID MAYO SUBDIVISION; THENCE N65°03'05"E ALONG SAID SOUTH LINE A DISTANCE OF 344.94 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N24°37'40"W A DISTANCE OF 341.67 FEET; THENCE N65°00'00"E A DISTANCE OF 15.06 FEET; THENCE N24°37'40"W DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 145,937 SQ.FT OR 3.35 ACRES MORE OR LESS

SHEET 1

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

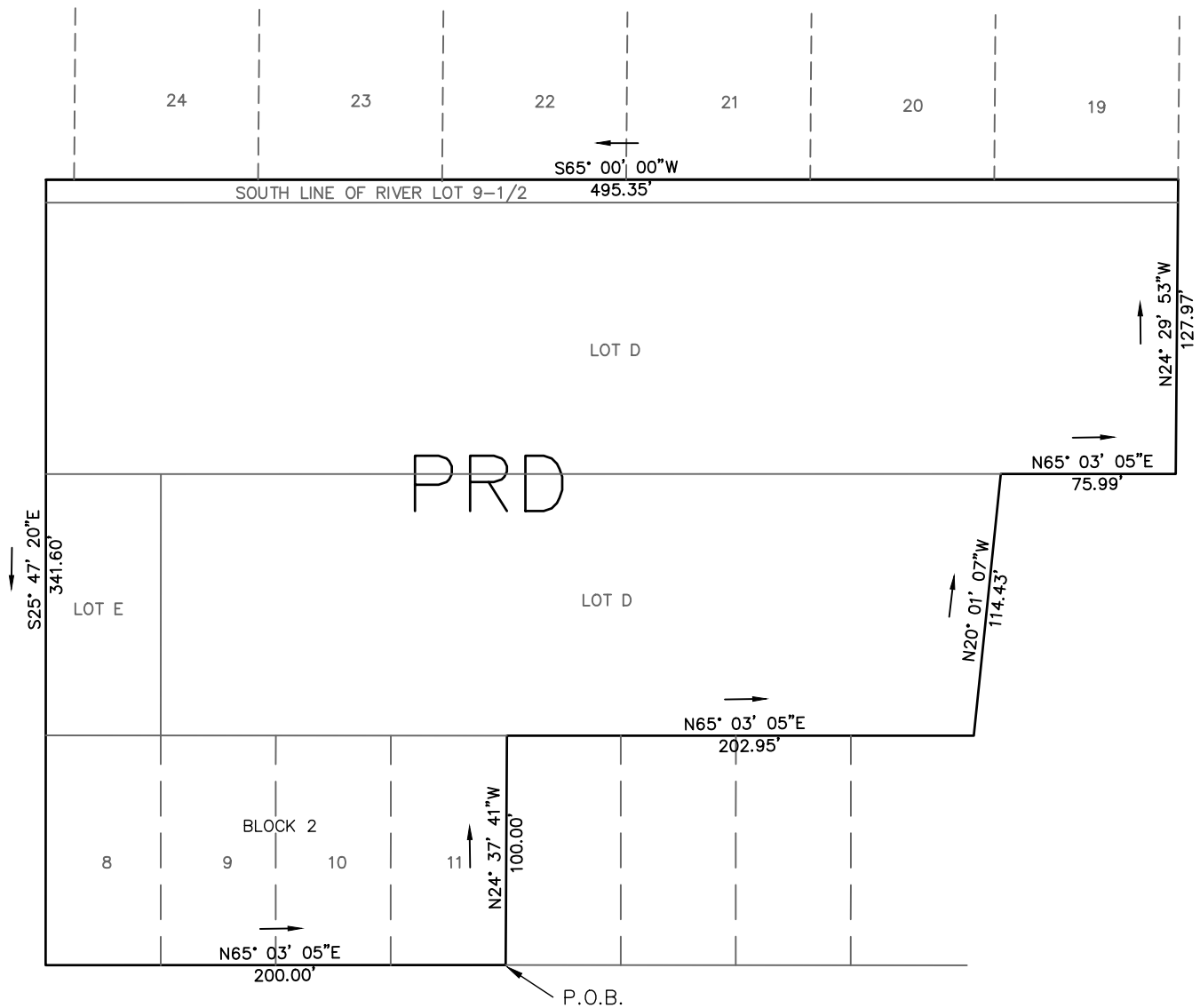
City of Ormond Beach
Engineering Division

DATE: 6/6/23	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 1 OF 2	DRAWN BY: CO

SKETCH OF DESCRIPTION

EXHIBIT "A"
Page 4 of 6

PRD



SHEET 2

SEE SHEET 1 FOR DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/6/123	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 2 OF 2	DRAWN BY: CO

LEGAL DESCRIPTION

EXHIBIT "A"

Page 5 of 6

PRD

THE WESTERLY 491 FEET± OF LOT D, SUBDIVISION OF RIVER LOT 9, AND THAT PART OF LOT D RIVER LOT 9-1/2, LYING SOUTHERLY AND ADJOINING EMMONS SUBDIVISION, PER PLAT BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID PART OF LOTS D HERIN DESCRIBED IS INTENDED TO INCLUDE ALL THAT PART OF SAID LOTS D LYING WESTERLY OF THE WESTERLY LINE OF LOT 18, EMMONS SUBDIVISION, PER PLAT BOOK 6, PAGE 100, EXTENDED SOUTHERLY TO THE SOUTHERLY LINE OF LOT D, RIVER LOT 9, THE WESTERLY 50 FEET OF LOT E AND ALL OF LOT D, ASSESSORS SUBDIVISION OF RIVER LOT 11-1/2 PER PLAT BOOK 3, PAGE 124 PUBLIC RECORD OF VOLUSIA COUNTY, AND LOTS 8-11, MAYO SUBDIVISION OF RIVER LOT 6, PER PLAT BOOK 2, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PART OF SAID LOT E WITHIN THE RIGHT-OF-WAY OF NORTH YONGE STREET (U.S. HIGHWAY NO. 1), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING SAID POINT BEING THE INTERSECTION OF EASTERLY LINE OF LOT 11 AND THE SOUTHERLY LINE OF SAID MAYO SUBDIVISION, SAID SOUTHERLY LINE ALSO KNOW AS THE NORTHERLY LINE OF HIGHLAND AVENUE (A 33 FOOT RIGHT-OF-WAY AS PLATTED), RUN THENCE N24°37'41"W ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID MAYO SUBDIVISION; THENCE DEPARTING SAID EASTERLY LINE, RUN N65°03'05"E A DISTANCE OF 202.95 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN N20°01'07"W A DISTANCE OF 114.43 FEET; THENCE N65°03'05"E A DISTANCE OF 75.99 FEET; THENCE N24°29'53"W A DISTANCE OF 127.97 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID EMMONS SUBDIVISION; THENCE S65°00'00"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 495.35 FEET TO POINT OF INTERSECTION WITH THE WESTERLY LINE OF LOT 8 OF SAID MAYO SUBDIVISION EXTENDED NORTHERLY; THENCE DEPARTING SAID SOUTHERLY LINE RUN S25°47'20"E A DISTANCE OF 341.60 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID HIGHLAND AVENUE; THENCE DEPARTING SAID WESTERLY LINE EXTENDED, RUN N65°03'05"E A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 130,039 SQ.FT OR 2.98 ACRES MORE OR LESS

SHEET 1

SEE SHEET 2 FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 6/6/123	PROJECT NO.:
SCALE: N.T.S.	FILE 145 N YONGE
SHEET: 1 OF 2	DRAWN BY: CO

LOCATION MAP



PARCEL ID: 4215-04-01-0270
OWNER: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT: CST HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
PLANNED BUSINESS DEVELOPMENT AND PLANNED RESIDENTIAL ADDRESS: 145 NORTH YONGE STREET, ORMOND BEACH, FL 32174



EXHIBIT "B"
Page 1 of 6

Current Project - Project Markups Listing
PZ-21-079

File Name	Markup Name	Markup Text	Markup Date	Created by
C007A-LANDSCP .pdf	CSC	EP = 17, LI = 43 2.5" Caliper Trees = 41	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	- Please remove the provided specimen tree, none is required and your using those trees in the minimum tree requirements, see red line.	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	10	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	16	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	13.09	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	83/6.34 = 13.09	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	10	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	5	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	16	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	21	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	N/A	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	- Please see chart mark-up's and city protected tree mitigation chart in the reviewer folder.	05/24/2023	Cara Culliver
		- How are you mitigating for the (21) 2.5" caliper trees, please provide a chart showing requirements and how your meeting this requirement.		
C007A-LANDSCP .pdf	CSC	7	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	38	05/24/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	84	05/24/2023	Cara Culliver

**Current Project - Project Markups Listing**

CO07A-LANDSCP .pdf	CSC	- See plan mark-up's.	05/24/2023	Cara Culliver
		- The proposed tree calculations will change when the TD landscape island trees change to 3.5" caliper.		
CO07A-LANDSCP .pdf	CSC	- The minimum tree height is 10' foot, the LL are not meeting this specification. Multi-stem trees require 6" combined caliper.	05/24/2023	Cara Culliver
CO07A-LANDSCP .pdf	CSC	- Please add (44) 6" combined caliper (2 tree credits) = 66 Trees	05/24/2023	Cara Culliver
CO07A-LANDSCP .pdf	CSC	- Please add a note that all trees will have their deadwood and vines removed within visible areas. Pruning of deadwood shall meet the current arboricultural standards.	05/24/2023	Cara Culliver
		- Please add a note that all existing palms will have their seed heads, dead fronds and boots removed prior to C.O.		
CO07-LANDSCP .pdf	CSC	- These islands require a 3.5" caliper tree, the TD are not meeting this code requirement.	05/24/2023	Cara Culliver
CO12-GRADING .pdf	Civil-Details C-11 to C-17	Please recheck the details on these sheets. The most recent revisions are from 2020.	05/08/2023	David Allen
CO04-SITE .pdf	SSS	Please detail what fencing is provided. If needed, please detail where fencing is sought for a waiver.	05/05/2023	Steven Spraker
CO04-SITE .pdf	SSS	A sidewalk easement is required before final certificate of completion of the site improvements.	05/05/2023	Steven Spraker
CO01-COVER .pdf	SSS	These parcel numbers on the cover sheet have been combined and no longer exist.	05/05/2023	Steven Spraker
CO07A-LANDSCP .pdf	CSC	- This is a 10' buffer and not a 6' foot, revise written information.	05/02/2023	Cara Culliver
CO07A-LANDSCP .pdf	CSC	- There are only (5) 13" trees removed (2 Oaks & 3 Magnolias). Elm's are specimen at 18" inches.	05/02/2023	Cara Culliver
		- There are only (5) 15" Oaks removed and not 6.		
		- Please removed the 28 & 29" trees from the chart.		
CO07A-LANDSCP .pdf	CSC	38	05/02/2023	Cara Culliver

**Current Project - Project Markups Listing**

C007A-LANDSCP .pdf	CSC	5		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	2		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	3		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	2		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	4		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	8		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	-45		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	-45		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	10		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	- Please see the mark-ups, numerous errors.		05/02/2023	Cara Culliver
		- Please use the dollar value as stated on Mitigation Chart A, there are numerous errors, see LA chart in the reviewer folder.			
		- Please show the Specimen Tree mitigation and plant (10) 4.5" caliper trees on this site.			
C007A-LANDSCP .pdf	CSC	- Please show this chart on the 7A sheet.		05/02/2023	Cara Culliver
C007A-LANDSCP .pdf	CSC	- The LL shall be 10' height and 6" combined caliper, 5 stems minimum & f.g.		05/02/2023	Cara Culliver
		- The IC shall be 10' height.			
		- The OVI shall be 4.5" caliper at 12" inches.			

**Current Project - Project Markups Listing**

CO07A-LANDSCP.pdf	CSC	Please configure & add information below: Existing Trees = 36 Trees Existing Palms (8/3) = 3 Trees Proposed 2.5" & 3" (1 Tree Credit) = 66 Trees (44) Proposed 6" Combined Caliper (2 Tree Credits) = 88 Trees (16) Proposed 3.5" Caliper (2 Tree Credits) = 32 Trees TOTAL PROVIDED TREES = 225 Trees	05/02/2023	Cara Culliver
CO07A-LANDSCP.pdf	CSC	Specimen Tree Mitigation = 10 Trees at 4.5" Caliper Provided Specimen Tree Mitigation = 11 Trees at 4.5" Caliper (QV1).	05/02/2023	Cara Culliver
CO07A-LANDSCP.pdf	CSC	- Please add a note that all trees will have their deadwood and vines removed within visible areas. Pruning of deadwood shall meet the current arboricultural standards. - Please add a note that all existing palms will have their seed heads, dead fronds and boots removed prior to C.O.	05/02/2023	Cara Culliver
CO09-IRRIG.pdf	CSC	- The proposed hedges in this center island shall be irrigated & the 2 Bald Cypress, see landscape plan.	05/02/2023	Cara Culliver
		- Would suggest showing the entire landscape design, grayed out on the irrigation plan so you know where the planting is and can plan out the irrigation design accordingly.		
CO09-IRRIG.pdf	CSC	- Proposed hedge areas shall be irrigated with center and end strips, as currently shows half heads within the proposed hedge?	05/02/2023	Cara Culliver
CO09-IRRIG.pdf	CSC	- Please provide a note that the Dollar General irrigation system shall be operable with c.o. of this project (repeat comment).	05/02/2023	Cara Culliver
CO09-IRRIG.pdf	CSC	- Please irrigate the Bald Cypress trees around the pond with bubblers.	05/02/2023	Cara Culliver
CO09-IRRIG.pdf	CSC	- Please provide an existing tree legend on this drawing.	05/02/2023	Cara Culliver

**Current Project - Project Markups Listing**

C003-EC.pdf	CSC	- Area 2 = 8,390 SF, please correct	05/02/2023	Cara Culliver
		- Area 5 = 774 SF, please correct		
C003-EC.pdf	CSC	Total = 34,580 SF, please correct - Previous comment, please save the Bald Cypress & Podocarpus hedge as these plantings are part of the Dollar General Requirements. Not understanding why these can't be saved as the 2 Bald Cypress along this line are being preserved?	05/02/2023	Cara Culliver
C003-EC.pdf	CSC	Comments 2, 3 & 4 were missed, please make these corrections to this plan.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please correct the demolition plan and show the 2 existing Bald Cypress trees to remain. Please coordinate sheets.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please move the IC, LL & LI trees further within the space instead along the edge of the pavement, see purple clouded areas.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please continue hedge along the back of sidewalk within this buffer, see green line.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- There are 64 total specimen trees, please make corrections.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- These islands need to have 3.5" caliper trees (Oaks & TD) minimum. Last submittal had these trees at 4" caliper, please revise.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	5	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	7	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Two of the planting keys show the wrong quantities, see green clouded keys.	05/02/2023	Cara Culliver
C006-UTILITY.pdf	Utility Eng	Please confirm 3-inch water meter is desired. Seems odd reducing from 6-inch to 3-inch and then upsizing to 4-inch versus having a 4-inch meter.	05/01/2023	Mike Stephenson
C006-UTILITY.pdf	Utility Eng	Please update City Standard details to latest versions. Transmittal letter implies updating, but they do not appear to have been changed.	05/01/2023	Mike Stephenson
C006-UTILITY.pdf	Utility Eng	Please reach out to Utilities to discuss proposed sewer and downstream lift station implications.	05/01/2023	Mike Stephenson



Current Project - Project Markups Listing

CO05-CIVIL.pdf	bw	Looks like the crown of road on US 1 is 11.58 feet and 12.5 on Highland. Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions. Since the elevation of the lowest floor of structure is not 18 inches or above, you will need to provide justification and a request to the City Engineer to allow a lower elevation.	04/25/2023	Becky Weedo
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**ORMOND ENCLAVE
PLANNED BUSINESS DEVELOPMENT
PLANNED RESIDENTIAL DEVELOPMENT
SPECIAL CONDITIONS**

1. The project proposes 64 multi-family apartment units on the vacant portion of 145 North Yonge Street.
2. The project has multiple land uses of “General Commercial” (3.56± acres), “Medium Density Residential” (2.52± acres) and “Low Density Residential” (0.26± acres) and totals 6.34 acres.
3. The density calculations are as follows:
 - A. Gross density: 64 units divided by 6.34 acres, is 10.09 units per acre.
 - B. “General Commercial” land use: 34 units divided by 3.56 acres, is 9.55 units per acre. Deducting an acre of land area for the Dollar General building improvements, the land area would be 2.56 acres and the density would be 13.3 units per acre.
 - C. “Medium Density Residential” land use: 30 units divided by 2.52 acres, is 11.90 units per acre.
 - D. “Low Density Residential” land use, 0 units over 0.26 acres. No development is proposed on the “Low Density Residential” and it is used for additional natural areas and stormwater.
4. The five (5) stipulations offered by the applicant at the June 8, 2023 Planning Board and included the recommendation are hereby incorporated into the project approval. The stipulations include:
 - A. The dumpster location would be moved from its current location and relocated closer to the multi-family units. The dumpster location would have sidewalk access to the dumpster.
 - B. Additional security shall be provided for the stormwater pond.
 - C. A masonry or post and panel wall along shall be required along the project perimeter where it abuts existing residential uses.
 - D. The Highland Avenue entrance is entrance only and shall include raised curbing to prevent vehicles from exiting this access point.
 - E. The project shall provide downlighting.

These stipulations shall be incorporated into the final site plans submitted the Site Plan Review Committee.

EXHIBIT “C”

Page 2 of 3

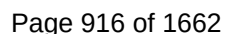
5. The masonry or post and panel wall required along the project perimeter shall be allowed to “jog” or move around existing trees and vegetation to preserve the existing vegetation.
6. There is an existing retail use, Dollar General, of 9,014 square feet that shall remain as it exists today. The existing developed portion of the Property shall maintain the uses and dimensional standards of the B-4, Central Business zoning district for the developed retail portion of the property.
7. The remainder of the property, which is vacant, shall only allow a maximum of 64 multi-family residential units. Any uses, other than the 64 multi-family residential units, for the vacant land subject to this Development Order shall require a major amendment with review by the Planning Board and action by the City Commission.
8. The project is located within the city’s Transportation Concurrency Exception Area (TCEA).
9. There are eight (8) buildings proposed with eight (8) units per building. Architectural plans are included in the site plan submittal. There are two building types, A and B. The architectural plans show two (2) and three (3) bedroom units.
10. The building length of building A is approximately 106 linear feet and the building length of building B is approximately 102 linear feet.
11. The proposed multi-family buildings are two stories with a building height of 25’2”.
12. Sheet A-A.11 in Exhibit “D” provides the architectural style of neo-eclectic. Architectural features include a standing seam metal roof, covered balconies and porches, overhangs, variations in roof height, projections and recessed sections, stucco base with board and batten cement siding and horizontal lap siding, and earth tone colors.
13. There are no wetlands on site.
14. The project is located within Flood Zone X, outside the 500-year floodplain.
15. The project includes a dog park area with a four (4’)-foot black ornamental fence is proposed.
16. The primary access is designed to be from North Yonge Street. Access from Highland Avenue is an entry only and vehicles would be prohibited from exiting the site onto Highland Avenue. There is a full access point on Dix Avenue that would remain unchanged.
17. The site plan shows a six (6’)-foot PVC vinyl fence abutting the north property line, abutting the Dix Avenue properties, and the east property line. Based upon significant trees and vegetation along the other property lines no additional fencing shall be required.

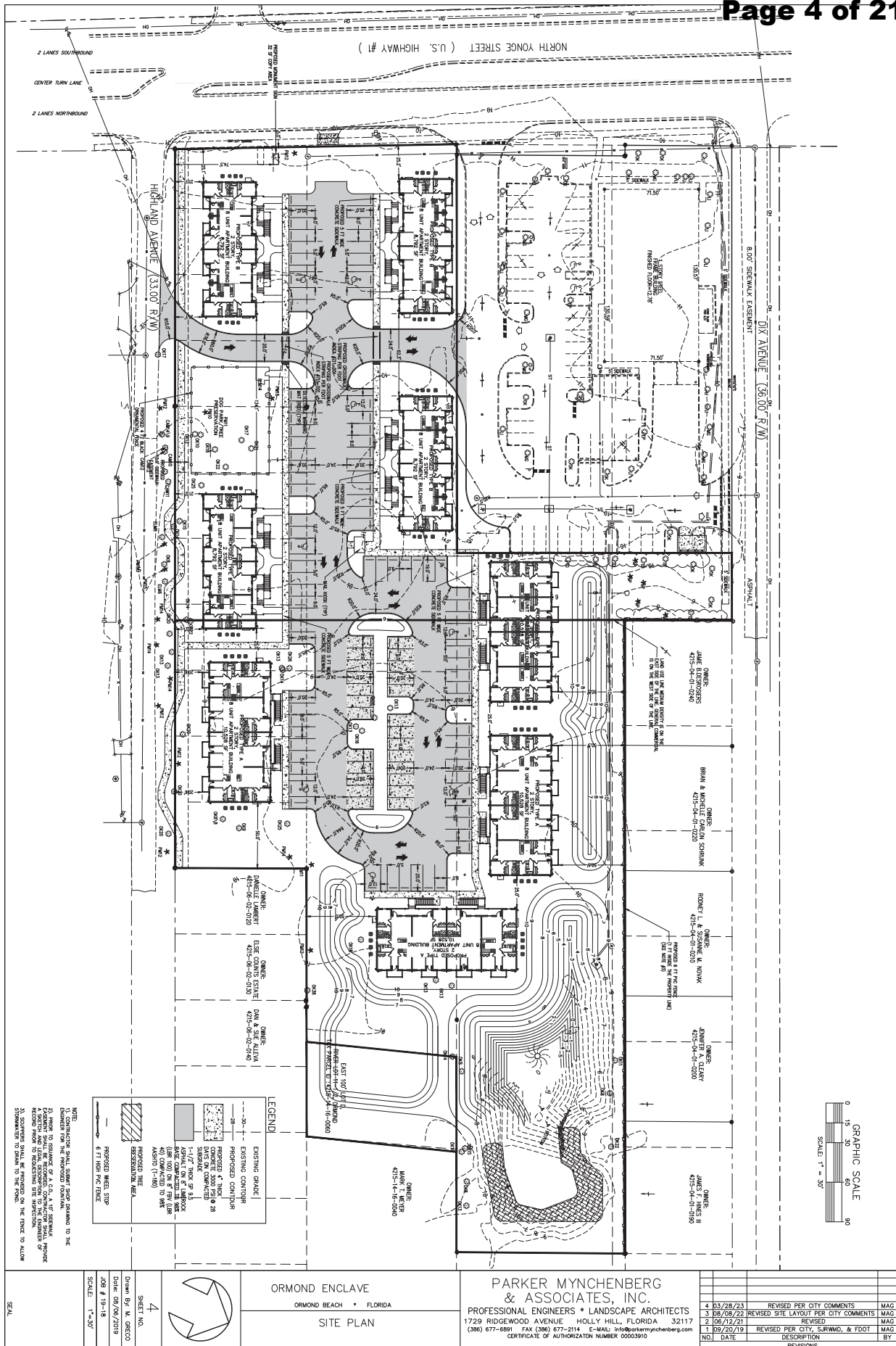
EXHIBIT “C”

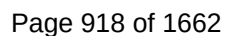
Page 3 of 3

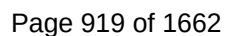
18. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.
19. The SPRC may permit individual Certificate of Occupancies if the necessary site work is completed for each building.
20. A sidewalk is proposed along Highland Avenue. Portions of the sidewalk would be on private property with easements based on limited right-of-way and tree protection. A sidewalk easement shall be prepared and accepted by the City Commission prior to the first Certificate of Occupancy.
21. A 32 square-foot monument sign is shown to be along North Yonge Street.
22. A lighting plan is included in Exhibit “D” shows no spillover lighting to abutting properties.



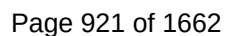


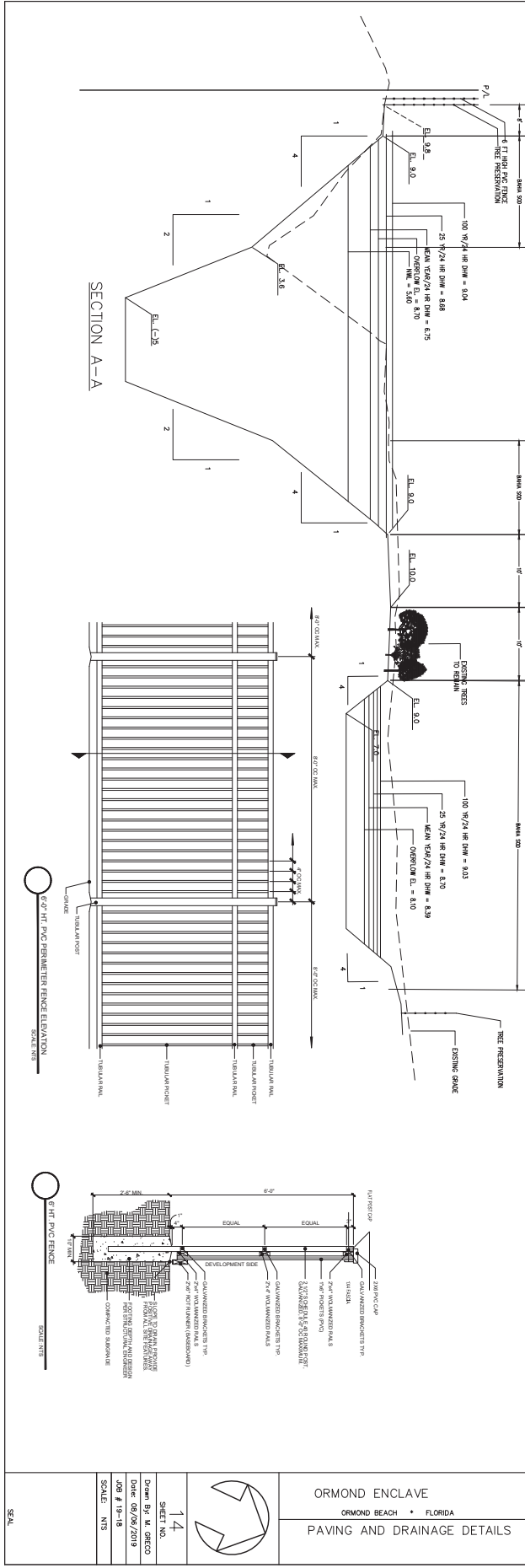
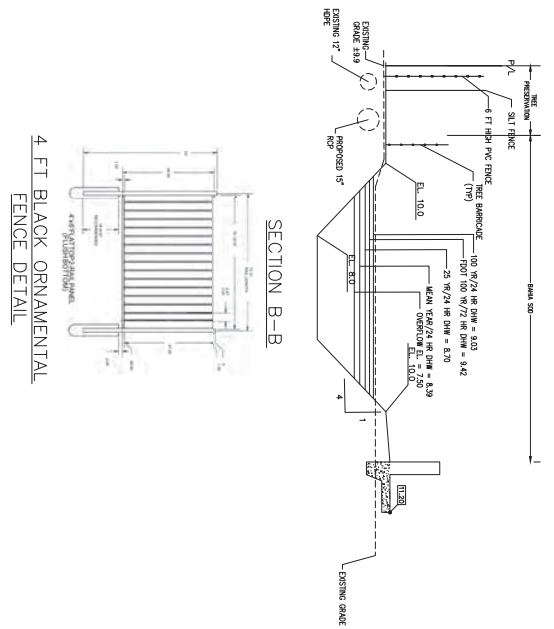
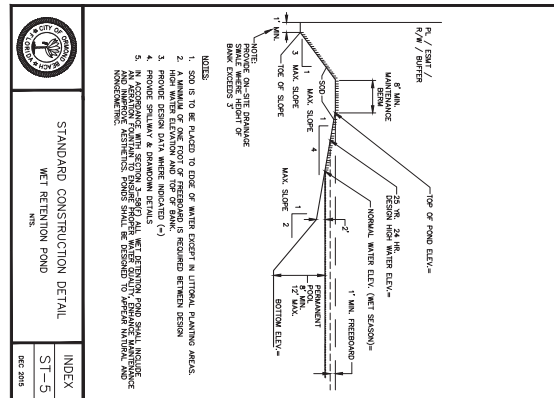
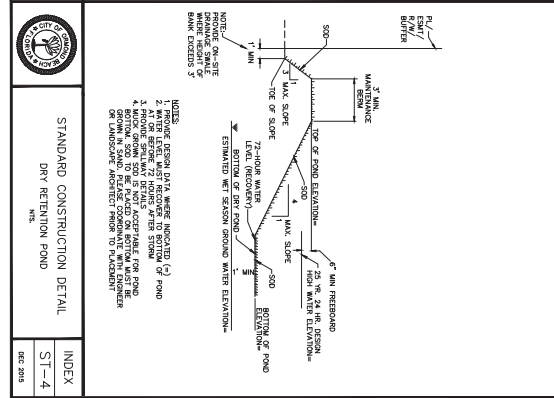






LANDSCAPE NOTES
CITY OF ORMOND BEACH
TREE INITIATION FORM
PLANT LIST
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS





SEAL		14 		ORMOND ENCLAVE		PARKER MYNCHENBERG & ASSOCIATES, INC.					
				ORMOND BEACH • FLORIDA		PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS					
		PAVING AND DRAINAGE DETAILS		1729 RIDGEWOOD AVENUE • HOLLY HILL, FLORIDA 32117		4		03/28/23	REVISED PER CITY COMMENTS	MAG	
				(386) 677-6881 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com		3		06/08/22	REVISED SITE LAYOUT PER CITY COMMENTS	MAG	
				CERTIFICATE OF AUTHORIZATION NUMBER 00003810		2		06/12/21	REVISED	MAG	
						1		09/20/19	REVISED PER CITY, SRVMD, & FDOT	MAG	
						NO.		DATE	DESCRIPTION	BY	

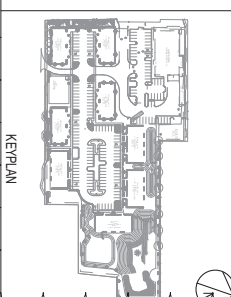
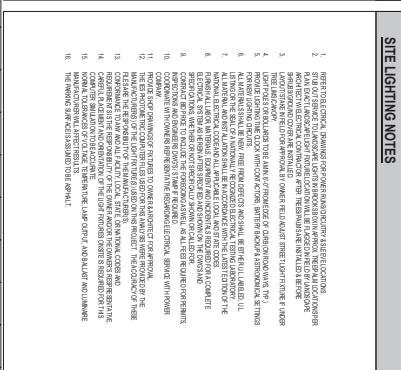
101 Biological Site

1" = 30'

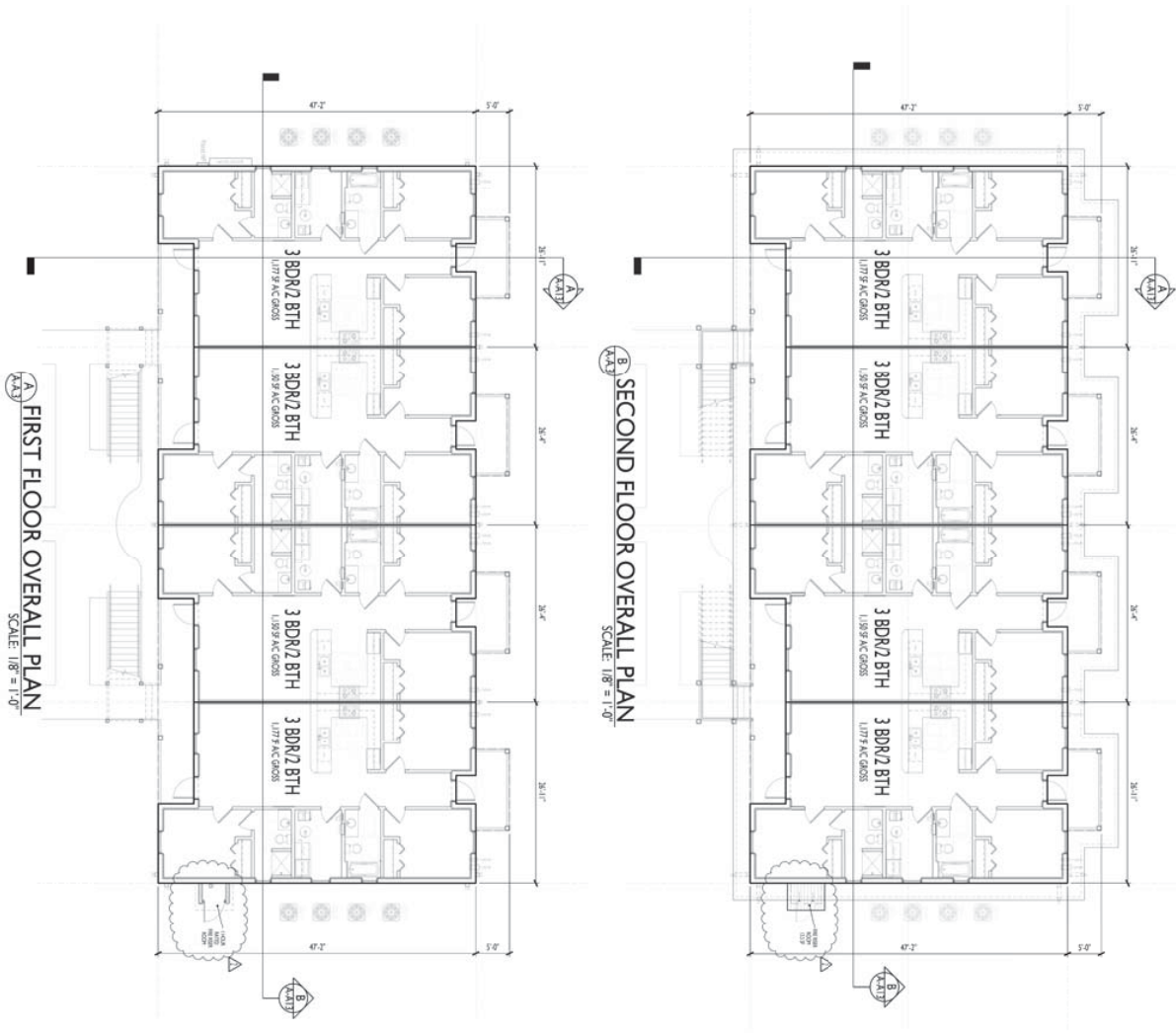
Legend:

- Building Footprint
- Parking Space
- Vegetation
- Tree
- Shrub
- Grass
- Water
- Path
- Drainage
- Utility
- Other

Item	Area (sq. ft.)	Volume (cu. ft.)
Building Footprint	1,200	1,200
Parking Space	1,200	1,200
Vegetation	1,200	1,200
Tree	1,200	1,200
Shrub	1,200	1,200
Grass	1,200	1,200
Water	1,200	1,200
Path	1,200	1,200
Drainage	1,200	1,200
Utility	1,200	1,200
Other	1,200	1,200



Page 923 of 1662



BLDG A UNIT TABLE

FLOOR	3 BDR/2 BTH
LEVEL 1	4
LEVEL 2	4
TOTALS	8

8 UNITS PER BUILDING

GROSS SF TABLE

LEVEL 1			
AREA 1, SH	1,000 SF	1,000 SF	1,000 SF
AREA 2, SH	1,000 SF	1,000 SF	1,000 SF
AREA 3, SH	1,000 SF	1,000 SF	1,000 SF
AREA 4, SH	1,000 SF	1,000 SF	1,000 SF
TOTAL SF AC LEVEL 1 =	4,000 SF		
TOTAL GROSS SF LEVEL 1 =	4,000 SF		

GROSS SF TABLE

LEVEL 2			
AREA 1, SH	1,000 SF	1,000 SF	1,000 SF
AREA 2, SH	1,000 SF	1,000 SF	1,000 SF
AREA 3, SH	1,000 SF	1,000 SF	1,000 SF
AREA 4, SH	1,000 SF	1,000 SF	1,000 SF
TOTAL SF AC LEVEL 2 =	4,000 SF		
TOTAL GROSS SF LEVEL 2 =	4,000 SF		

GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE CITY ENGINEER.
 3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
 4. ALL FINISHES SHALL BE AS NOTED.
 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 6. ALL UTILITIES SHALL BE PROTECTED AND NOTED.
 7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

ORMOND ENCLAVE - BUILDING A

OWNER/DEVELOPER: STEVE SEVING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008

PROJECT LOCATION: 135 NORTH YOUNG STREET, ORMOND BEACH, FL 32174

GENERAL CONTRACTOR: TO BE DETERMINED

BDP

DESIGN INCORPORATED

ARCHITECTURAL & ENGINEERING

BRUNNEN & ASSOCIATES, INC.

4440 N. W. 11TH AVENUE, SUITE 200

MIAMI, FL 33150

TEL: 305-555-1234

WWW.BDPARCHITECT.COM

ORMOND ENCLAVE - BUILDING A

DATE: 08/15/2023

SCALE: 1/8" = 1'-0"

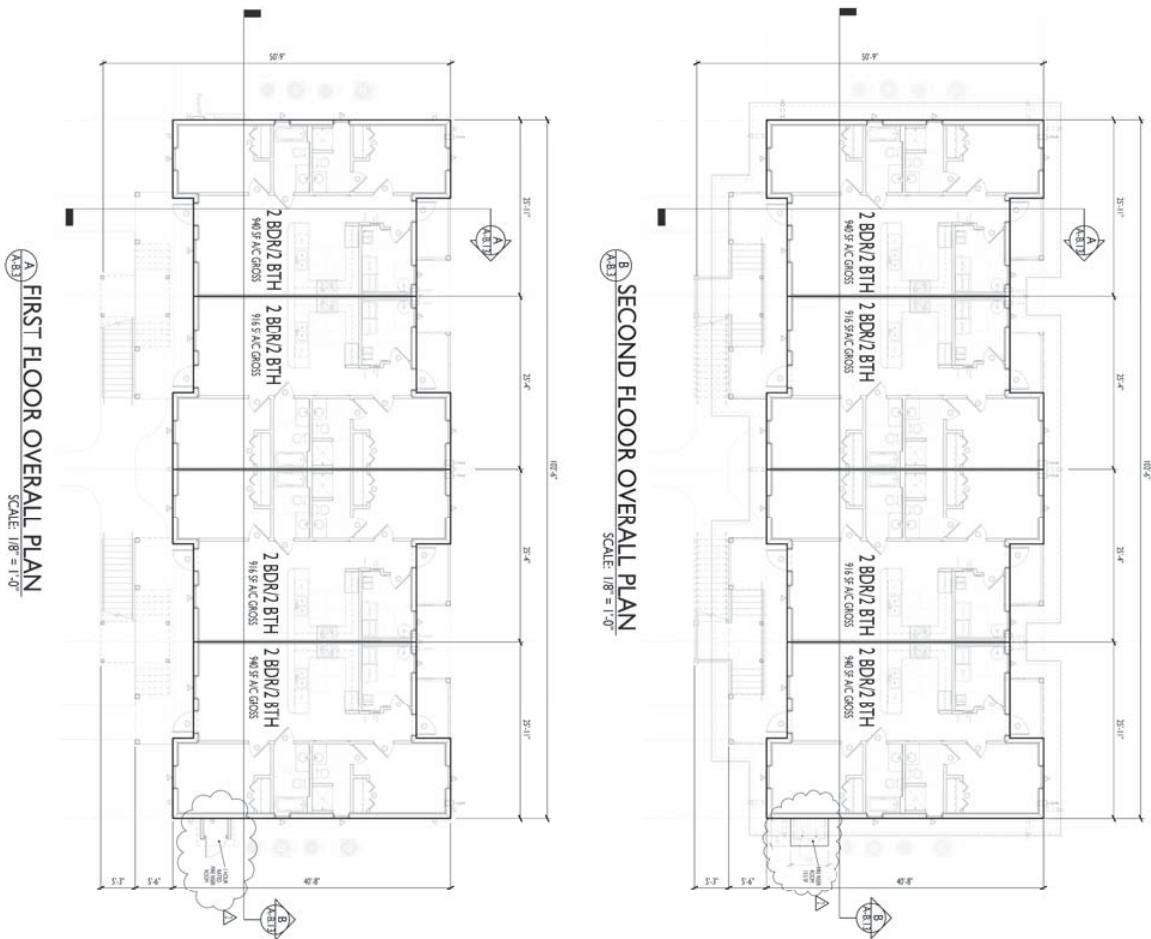
ARCHITECT'S ENGINEER'S SEAL

REVISIONS

ORMOND ENCLAVE - BUILDING A

CITY COMMENTS: 11/10/2023

CITY COMMENTS: 11/10/2023



BLDG B. UNIT TABLE	
FLOOR	2ND/2 BTH
LEVEL 1	4
LEVEL 2	4
TOTALS	8

8 UNITS PER BUILDING

GROSS SFTABLE

	# OF STUDENTS IN ROOM	GOODS UNIT COST	GOODS UNIT NON- CHARGE	TOTAL \$ IN ROOM
2 BOK 1 BTH INT UNITS (@ \$10 + \$10.94)	2	914.5¢	45.5¢	1,970.5¢
2 BOK 2 BTH END UNITS (@ \$10 + \$10.94)	2	940.5¢	45.5¢	1,970.5¢
SHARED KITCHEN	2	N/A	251.5¢	504.5¢

TOTAL SF A/C LEVEL 1 =	3,712 SF
TOTAL SF NON-A/C LEVEL 1 =	684 SF
TOTAL GROSS SF LEVEL 1 =	4,396 SF

LEPH 2				
	# OF UNITS FLOOR	GROSS SF UNIT (A)	GROSS SF UNIT (N/A)	TOTAL SF FLOOR
2 BDR, 1 BTH INT. UNITS (B10 + B103)	2	916 SF	45 SF	1,972 SF
2 BDR, 1 BTH END UNITS (B11 + B194)	2	940 SF	45 SF	1,970 SF
SHARED POOL	2	N/A	253 SF	504 SF

TOTAL SF A/C LEVEL 2 =	3,712 SF
TOTAL SF NON- A/C LEVEL 2 =	684 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF

GROSS SF TABLE	
TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF

CONCLUSIONS
ALL GENERAL & SUB CONTRACTORS TO FIELD VISIT ALL DEPOSITIONS, ELECTRIC, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2008 IFC EDITION (AMERICAN C) OF THE BUILDING RELATING CODE BOOK (AS PER NEW YORK STATE AND LOCAL CODES).
ALL ROOM & WINDOW OPENINGS TO PERMIT OR EXISTING DISCHARGE MATERIALS MUST BE BALANCED ON BOTH SIDES.
THE BALANCING DISK CALIBRATOR IS 1/2" IN ACCORDANCE WITH AISC 3.4.
ALL DISCHARGE TO BE NON IMPACT RESISTANT.

PROJECT No. 92-21479 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 11110 2021
CITY COMMENTS, 7/22/2021

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL, 32174
GENERAL CONTRACTOR: TO BE DETERMINED

DESIGN INCORPORATED
ARCHITECTURE DESIGN & PLANNING SERVICES
1001 N. 10TH ST. #100
DENVER, CO 80202
TEL: 303.733.1000
WWW.DENVERDESIGNINC.COM

OVERALL UNIT PLAN (EDG B)

DATE: NOV 2011	SHEET NO. A.B.3
SCALE: 1/8"=1'-0"	

ARCHITECTS / ENGINEER'S SEAL



H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE HC ADAPTABLE = 4 UNITS
2. UNIT A10 (U) TO BE F&B HOLDING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM # 1.

WALL LEGEND

1. RA (60) 1/2" RATED EXTERIOR, IF CHU WALL U/L R9S - LOD BEARING WALL, FIRST 2 STORY FLOOR
2. RA (60) 1/2" U/L V&B STRONG, EXT BEARING WALL WOOD FRAME WALL - FIRE RATING ROOM
3. 1/2" INSULATION DRAFT STOP SCOTCH AND NAILING INSIDE FOR SOUNDING SPACE
4. NON RATED INTERIOR NON-BEARING WALL, R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE COUSABLE TOP PLATED. REFER TO SHEET U/L 2 FOR DETAILS
3. ALL INTERIOR DIMENSIONS TO AD FINISHED FACE UNLESS NOTED OTHERWISE

ALL OTHERS, A SUB-CONTRACTOR TO FIELD SERVICE ALL OPERATIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK MUST COMPLY WITH THE 2007 FIVE EDITION NATIONAL EFC CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATE WITH ALL AGENCIES AND THE OWNER AND ARCHITECT FOR A SUCCESSFUL COMPLETION AND THE OWNER AGREE TO PERMIT THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS TO PERFORM THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATE WITH ALL AGENCIES AND THE OWNER AND ARCHITECT FOR A SUCCESSFUL COMPLETION AND THE OWNER AGREE TO PERMIT THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS TO PERFORM THE WORK.

11. **CONCLUSIONS**

BPF
DESIGN INCORPORATED
 ARCHITECTS, PLLC, DESIGN & PLANNING SERVICES
 1401 S. 20TH ST.
 SUITE 700
 ARLINGTON, VA 22204
 TEL: 703/261-1100
 FAX: 703/261-1101
 WWW.BPFDI.COM

ORMOND ENCLAVE - BUILDING A

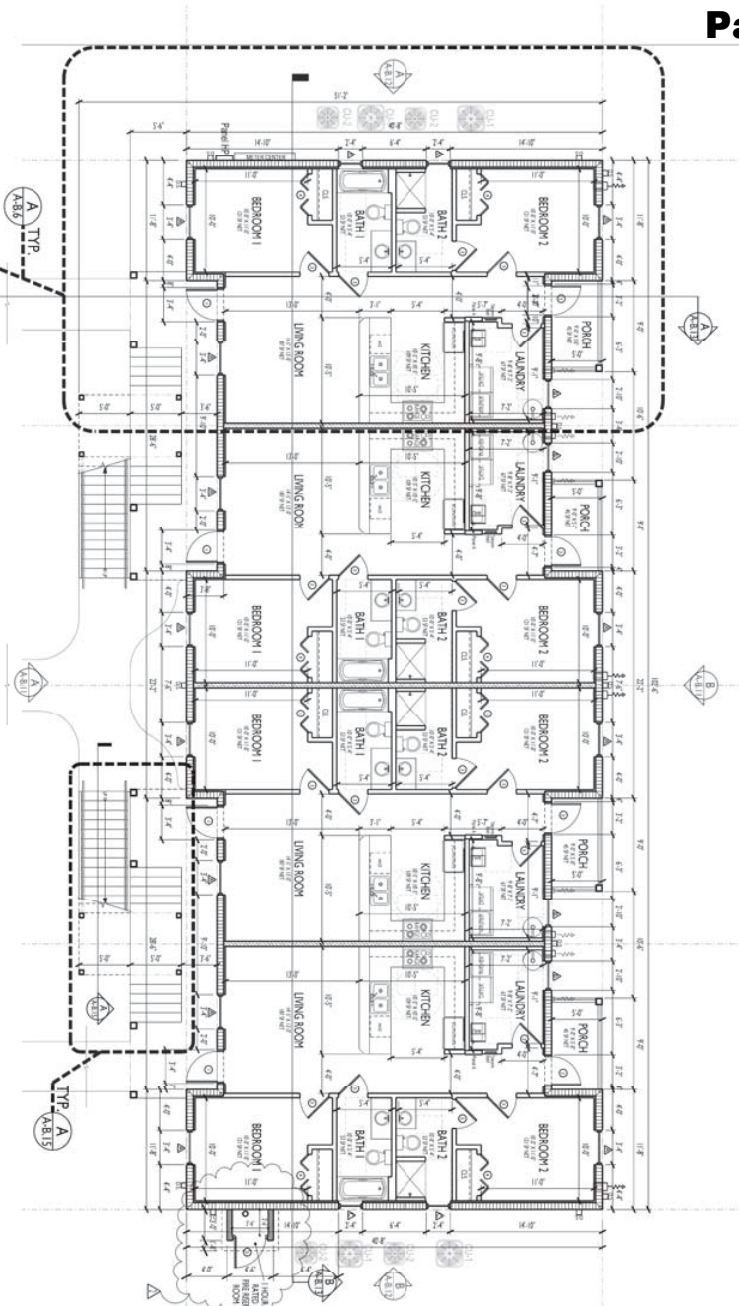
OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL, 32174
GENERAL CONTRACTOR: TO BE DETERMINED

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 1110, 2022
CITY COMMENTS, 7/22/2022

ENLARGED FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"
BUDG TYPE B

UNIT B-101 TO BE FAR HOUSING
ACT COMPLAINT HANDICAPPED
ADAPTED UNIT W/ INSTALLED
MOBILITY FEATURES IN
BEDROOM #2



H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE H.C. ADAPTABLE = 4 UNITS
2. UNIT B101 TO BE FAR HOUSING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM #2

WALL LEGEND:

1. 1/2" (60) MIN. RATED EXTERIOR 8" CMU WALL
2. 1/2" (60) MIN. RATED INTERIOR 8" CMU WALL
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NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE EQUAL TOP PLATED. REFER TO SHEET U-2 FOR DETAILS
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE UNLESS NOTED OTHERWISE

GROSS SF TABLE

LEVEL	AREA	PERCENT	TOTAL
LEVEL 1	1,000.00	100.00	1,000.00
LEVEL 2	1,000.00	100.00	1,000.00
LEVEL 3	1,000.00	100.00	1,000.00
LEVEL 4	1,000.00	100.00	1,000.00
LEVEL 5	1,000.00	100.00	1,000.00
LEVEL 6	1,000.00	100.00	1,000.00
LEVEL 7	1,000.00	100.00	1,000.00
LEVEL 8	1,000.00	100.00	1,000.00
LEVEL 9	1,000.00	100.00	1,000.00
LEVEL 10	1,000.00	100.00	1,000.00
LEVEL 11	1,000.00	100.00	1,000.00
LEVEL 12	1,000.00	100.00	1,000.00
LEVEL 13	1,000.00	100.00	1,000.00
LEVEL 14	1,000.00	100.00	1,000.00
LEVEL 15	1,000.00	100.00	1,000.00
LEVEL 16	1,000.00	100.00	1,000.00
LEVEL 17	1,000.00	100.00	1,000.00
LEVEL 18	1,000.00	100.00	1,000.00
LEVEL 19	1,000.00	100.00	1,000.00
LEVEL 20	1,000.00	100.00	1,000.00
LEVEL 21	1,000.00	100.00	1,000.00
LEVEL 22	1,000.00	100.00	1,000.00
LEVEL 23	1,000.00	100.00	1,000.00
LEVEL 24	1,000.00	100.00	1,000.00
LEVEL 25	1,000.00	100.00	1,000.00
LEVEL 26	1,000.00	100.00	1,000.00
LEVEL 27	1,000.00	100.00	1,000.00
LEVEL 28	1,000.00	100.00	1,000.00
LEVEL 29	1,000.00	100.00	1,000.00
LEVEL 30	1,000.00	100.00	1,000.00
LEVEL 31	1,000.00	100.00	1,000.00
LEVEL 32	1,000.00	100.00	1,000.00
LEVEL 33	1,000.00	100.00	1,000.00
LEVEL 34	1,000.00	100.00	1,000.00
LEVEL 35	1,000.00	100.00	1,000.00
LEVEL 36	1,000.00	100.00	1,000.00
LEVEL 37	1,000.00	100.00	1,000.00
LEVEL 38	1,000.00	100.00	1,000.00
LEVEL 39	1,000.00	100.00	1,000.00
LEVEL 40	1,000.00	100.00	1,000.00
LEVEL 41	1,000.00	100.00	1,000.00
LEVEL 42	1,000.00	100.00	1,000.00
LEVEL 43	1,000.00	100.00	1,000.00
LEVEL 44	1,000.00	100.00	1,000.00
LEVEL 45	1,000.00	100.00	1,000.00
LEVEL 46	1,000.00	100.00	1,000.00
LEVEL 47	1,000.00	100.00	1,000.00
LEVEL 48	1,000.00	100.00	1,000.00
LEVEL 49	1,000.00	100.00	1,000.00
LEVEL 50	1,000.00	100.00	1,000.00
LEVEL 51	1,000.00	100.00	1,000.00
LEVEL 52	1,000.00	100.00	1,000.00
LEVEL 53	1,000.00	100.00	1,000.00
LEVEL 54	1,000.00	100.00	1,000.00
LEVEL 55	1,000.00	100.00	1,000.00
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LEVEL 66	1,000.00	100.00	1,000.00
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LEVEL 69	1,000.00	100.00	1,000.00
LEVEL 70	1,000.00	100.00	1,000.00
LEVEL 71	1,000.00	100.00	1,000.00
LEVEL 72	1,000.00	100.00	1,000.00
LEVEL 73	1,000.00	100.00	1,000.00
LEVEL 74	1,000.00	100.00	1,000.00
LEVEL 75	1,000.00	100.00	1,000.00
LEVEL 76	1,000.00	100.00	1,000.00
LEVEL 77	1,000.00	100.00	1,000.00
LEVEL 78	1,000.00	100.00	1,000.00
LEVEL 79	1,000.00	100.00	1,000.00
LEVEL 80	1,000.00	100.00	1,000.00
LEVEL 81	1,000.00	100.00	1,000.00
LEVEL 82	1,000.00	100.00	1,000.00
LEVEL 83	1,000.00	100.00	1,000.00
LEVEL 84	1,000.00	100.00	1,000.00
LEVEL 85	1,000.00	100.00	1,000.00
LEVEL 86	1,000.00	100.00	1,000.00
LEVEL 87	1,000.00	100.00	1,000.00
LEVEL 88	1,000.00	100.00	1,000.00
LEVEL 89	1,000.00	100.00	1,000.00
LEVEL 90	1,000.00	100.00	1,000.00
LEVEL 91	1,000.00	100.00	1,000.00
LEVEL 92	1,000.00	100.00	1,000.00
LEVEL 93	1,000.00	100.00	1,000.00
LEVEL 94	1,000.00	100.00	1,000.00
LEVEL 95	1,000.00	100.00	1,000.00
LEVEL 96	1,000.00	100.00	1,000.00
LEVEL 97	1,000.00	100.00	1,000.00
LEVEL 98	1,000.00	100.00	1,000.00
LEVEL 99	1,000.00	100.00	1,000.00
LEVEL 100	1,000.00	100.00	1,000.00

GENERAL NOTES:
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
2. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL CODE (IMC) AND THE INTERNATIONAL PLUMBING CODE (IPC).
3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE INTERNATIONAL FIRE CODE (IFC).
4. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SWEET'S CATALOG AND THE INTERNATIONAL SWEET'S INDEX.

BDPI
DESIGN INCORPORATED
ARCHITECTURAL DESIGN
11111 N. W. 11th Ave., Suite 100
Miami, FL 33150
Phone: (305) 555-1234
Fax: (305) 555-5678
Email: info@bdpi.com

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SEVING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008

PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174

GENERAL CONTRACTOR: TO BE DETERMINED

REVISIONS

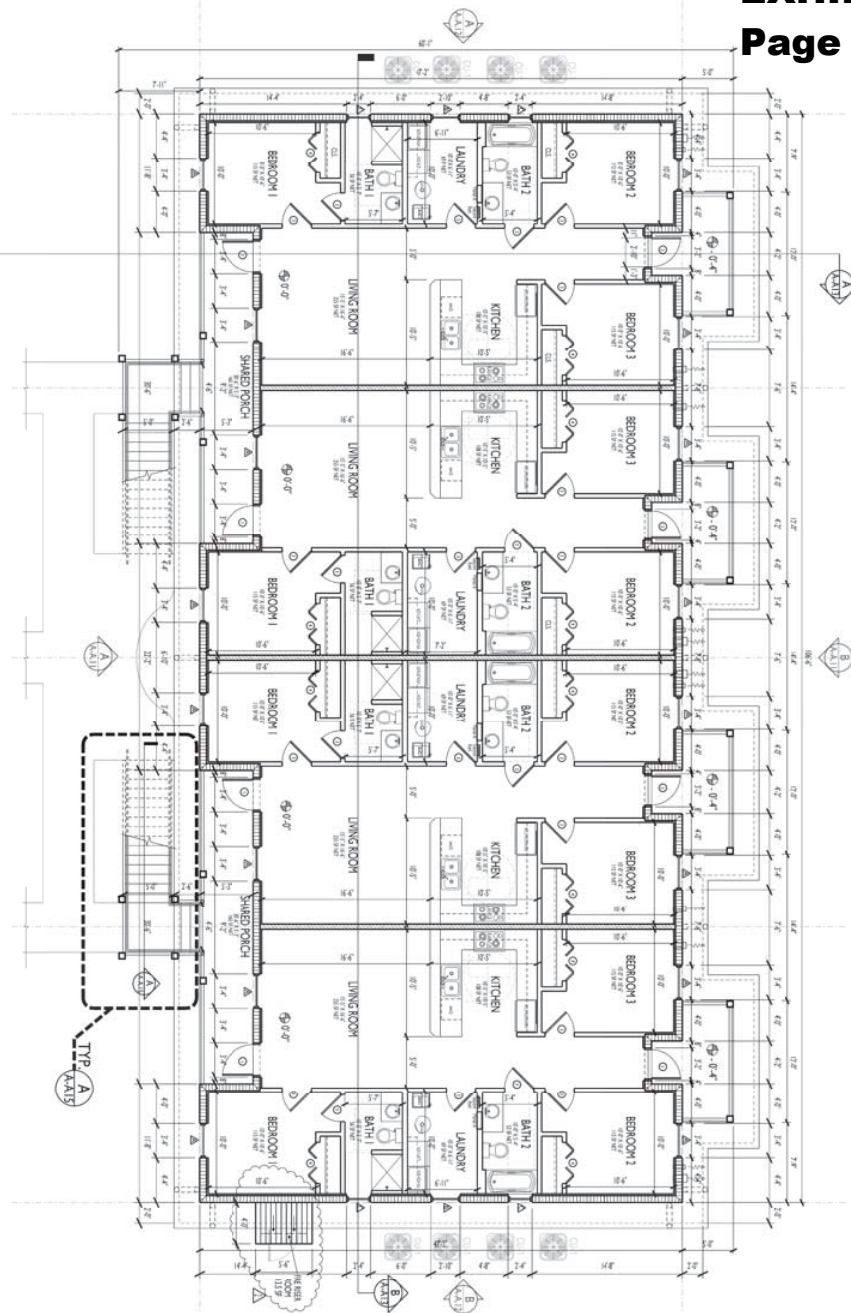
DATE: 11/18/2021

BY: [Signature]

CHK: [Signature]

APP: [Signature]

AC: [Signature]



ENLARGED SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

SCALE: 3/16" = 1'-0"

GROSS SETTABLE

LEVEL 2			
# OF UNITS / ROOM	GROSS SF UNIT FLO.	GROSS BIL UNIT INCL. AC.	TOTAL SF / ROOM
2	1,150 SF	72.5 SF	1,445 SF
2	1,177 SF	73.5 SF	1,499 SF

FF AIC LEVEL 2 =	4.654 SF
FF NON-AIC LEVEL 2 =	6119 SF
5.0055 SF LEVEL 2 =	5,164 SF

GROSS SE TABLE

GROSS SF TABLE	
GROSS SF LEVEL 1 =	5,364 SF
GROSS SF LEVEL 2 =	5,364 SF
BUILDING GROSS SF =	10,728 SF

WALL LEGEND:

- 1- U-100S - LOAD BEARING WALL, FIRST & SECOND FLOOR
1-R-60 MIN. UL-724 ASSEMBLY; EXT. FINISHING WALL
2- WOOD RAFTED WALL - FIRE RISER ROOM
3- 1-HOUR RATED INTERIOR BEARING WALL, UL-104H;
R-19 INSULATION;
DRAFTSTOP, 2X6C, AND NINE INSIDE FLOOR/CEILING SPACE
NON RATED INTERIOR NON-BEARING WALL, R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET U-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS
NOTED OTHERWISE.

ALL OTHERS, A SUB-CONTRACTOR TO FIELD SERVICE ALL OPERATIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK MUST COMPLY WITH THE BOSTON BUILDING DEPARTMENT CITY OF BOSTON, MASSACHUSETTS CODES AND REGULATIONS AND THE FEDERAL AND STATE CODES FOR ASBESTOS CONTROL AND THE OTHER AGENCY ORDINANCES TO PREVENT EXPOSED FIBERS RELEASED. ALL WORK AVOIDS OPERATIONS TO PREVENT EXPOSED FIBERS RELEASED. ALL WORKERS MUST WEAR PROTECTIVE CLOTHING.

THE FOLLOWING RISK CATEGORY IS "B" AS IN ACCORDANCE WITH AEC 3.04. ALL WORKERS MUST BE PROPERLY TRAINED AND CERTIFIED.

ALL WORKERS MUST BE PROPERLY TRAINED AND CERTIFIED.

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
△	OWNER REVISION # 1, 1110 2012
△	CITY COMMENTS, 7/22/2012

ORMOND ENCLAVE - BUILDING A

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL, 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPIH
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAINAGE SERVICES

AA 28001126
BRAN P FREELY ASSOC AIA PROJECT MANAGER
DALLAS & PHOENIX AIA ARCHITECT

A6 005726
207 EASTERN AVENUE, DAYTON, OH 45414
PH (938) 257-0312 FX (938) 257-850
E-MAIL: Marketing@dayton.com WWW: www.dayton.com

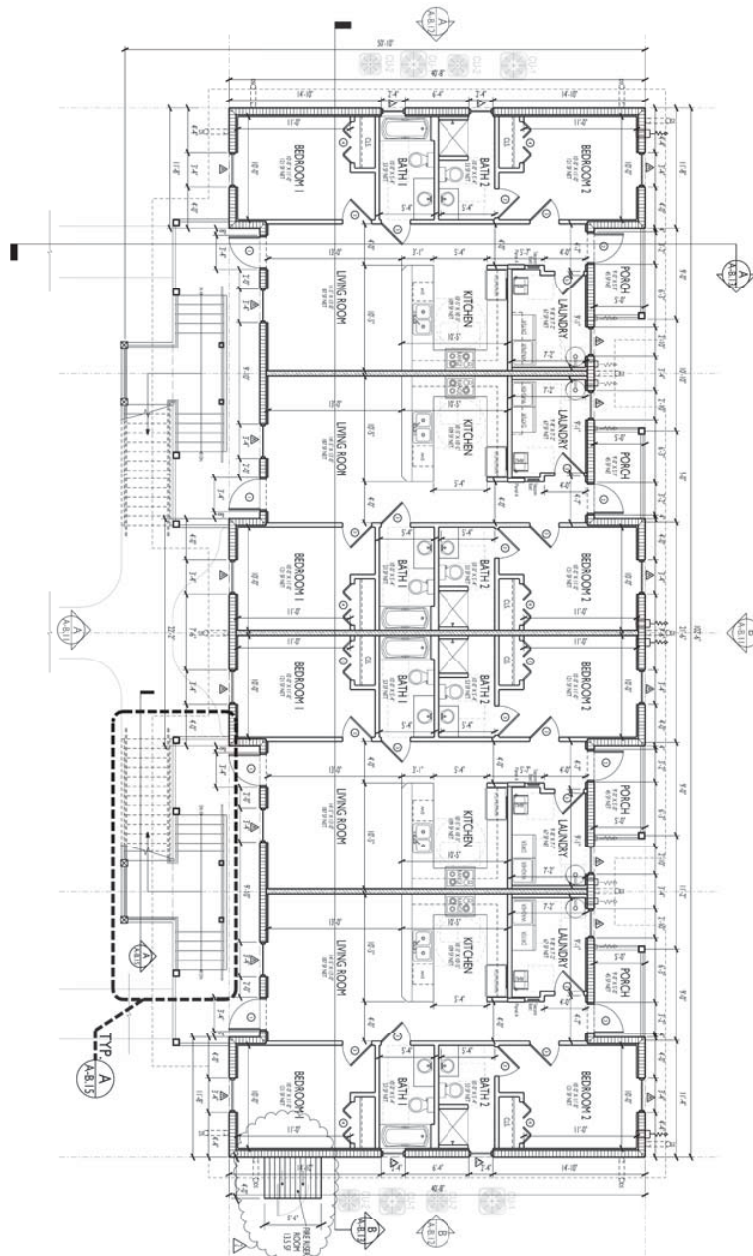
B10C TYPE A, SECOND FLOOR

DATE: NOVEMBER 2001

DATE: NOVEMBER 2001

311 IN. 17.75

ARCHITECTS / ENGINEER'S SEAL



ENLARGED SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"
A
AB-5 BLDG TYPE B

WALL LEGEND:

- | | | |
|-----------|--|--|
| 1 | | 1-URR (60 MIN) PART EXTERIOR & C/O WALL
1-URR (90 MIN) PART INTERIOR & SECOND FLOOR |
| 1A | | 1-AIR (60 MIN) UL 790 ASSEMBLY EXT BEARING WALL
WOOD FRAME WALL - FIRE RISER ROOM |
| 2 | | 1-HOUR RATED INTERIOR BEARING WALL UL UHF;
R-19 INSULATION |
| 3 | | DRAFTSTOP ABOVE AND NAILIN INSIDE FLOOR/CEILING SPACE
NON RATED INTERIOR NON-BEARING WALL R-19 INSULATION |

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED, REFER TO SHEET U-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS NOTED OTHERWISE.

GROSS SFTABLE

	8.5% (2007)	GOOSE 2008	GOOSE 2009	TOTAL GOOSE 2008
1. GOOSE (010 + 010)	2	94.5	0.5	132.5
2. GOOSE (010 + 010)	2	96.5	0.5	139.5
3. GOOSE (010 + 010)	2	96.5	0.5	139.5
SHARED POOL	2	N/A	220.5	504
TOTAL 5% AC LEVEL 2 =			131.5	
TOTAL 5% NON-AC LEVEL 2 =			48.5	
TOTAL GOOSE 5% LEVEL 2 =			436.5	

GROSS SFTABLE

TOTAL GROSS LEVEL 1 =	4,196 SF
TOTAL GROSS LEVEL 2 =	4,196 SF
TOTAL BUILDING GROSS SF =	8,392 SF

[illegible]

14. *Journal of the American Medical Association*, 275:1033-1034, 1996

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS

OWNER REVISION # 1, 11/10/2012

CITY COMMENTS, 7/22/2012

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL, 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPIH
DESIGN INCORPORATED
ARCHITECTURAL DESIGN AND PLANNING SERVICES

DAVIS & MADDOCK, AIA ARCHITECT

TEL (904) 237-0311 FAX (904) 237-1832
E-MAIL: Marketing@bpcorp.com WEB SITE: bpcorp.com

BLDG TYPE-B- FIRST FLOOR

SHINOBU
2001-2002 2003-2004 2005-2006 2007-2008 2009-2010 2011-2012 2013-2014 2015-2016 2017-2018 2019-2020 2021-2022 2023-2024 2025-2026 2027-2028 2029-2030 2031-2032 2033-2034 2035-2036 2037-2038 2039-2040 2041-2042 2043-2044 2045-2046 2047-2048 2049-2050 2051-2052 2053-2054 2055-2056 2057-2058 2059-2060 2061-2062 2063-2064 2065-2066 2067-2068 2069-2070 2071-2072 2073-2074 2075-2076 2077-2078 2079-2080 2081-2082 2083-2084 2085-2086 2087-2088 2089-2090 2091-2092 2093-2094 2095-2096 2097-2098 2099-2100 2101-2102 2103-2104 2105-2106 2107-2108 2109-2110 2111-2112 2113-2114 2115-2116 2117-2118 2119-2120 2121-2122 2123-2124 2125-2126 2127-2128 2129-2130 2131-2132 2133-2134 2135-2136 2137-2138 2139-2140 2141-2142 2143-2144 2145-2146 2147-2148 2149-2150 2151-2152 2153-2154 2155-2156 2157-2158 2159-2160 2161-2162 2163-2164 2165-2166 2167-2168 2169-2170 2171-2172 2173-2174 2175-2176 2177-2178 2179-2180 2181-2182 2183-2184 2185-2186 2187-2188 2189-2190 2191-2192 2193-2194 2195-2196 2197-2198 2199-2200 2201-2202 2203-2204 2205-2206 2207-2208 2209-2210 2211-2212 2213-2214 2215-2216 2217-2218 2219-2220 2221-2222 2223-2224 2225-2226 2227-2228 2229-2230 2231-2232 2233-2234 2235-2236 2237-2238 2239-2240 2241-2242 2243-2244 2245-2246 2247-2248 2249-2250 2251-2252 2253-2254 2255-2256 2257-2258 2259-2260 2261-2262 2263-2264 2265-2266 2267-2268 2269-2270 2271-2272 2273-2274 2275-2276 2277-2278 2279-2280 2281-2282 2283-2284 2285-2286 2287-2288 2289-2290 2291-2292 2293-2294 2295-2296 2297-2298 2299-2300 2301-2302 2303-2304 2305-2306 2307-2308 2309-2310 2311-2312 2313-2314 2315-2316 2317-2318 2319-2320 2321-2322 2323-2324 2325-2326 2327-2328 2329-2330 2331-2332 2333-2334 2335-2336 2337-2338 2339-2340 2341-2342 2343-2344 2345-2346 2347-2348 2349-2350 2351-2352 2353-2354 2355-2356 2357-2358 2359-2360 2361-2362 2363-2364 2365-2366 2367-2368 2369-2370 2371-2372 2373-2374 2375-2376 2377-2378 2379-2380 2381-2382 2383-2384 2385-2386 2387-2388 2389-2390 2391-2392 2393-2394 2395-2396 2397-2398 2399-2400 2401-2402 2403-2404 2405-2406 2407-2408 2409-2410 2411-2412 2413-2414 2415-2416 2417-2418 2419-2420 2421-2422 2423-2424 2425-2426 2427-2428 2429-2430 2431-2432 2433-2434 2435-2436 2437-2438 2439-2440 2441-2442 2443-2444 2445-2446 2447-2448 2449-2450 2451-2452 2453-2454 2455-2456 2457-2458 2459-2460 2461-2462 2463-2464 2465-2466 2467-2468 2469-2470 2471-2472 2473-2474 2475-2476 2477-2478 2479-2480 2481-2482 2483-2484 2485-2486 2487-2488 2489-2490 2491-2492 2493-2494 2495-2496 2497-2498 2499-2500 2501-2502 2503-2504 2505-2506 2507-2508 2509-2510 2511-2512 2513-2514 2515-2516 2517-2518 2519-2520 2521-2522 2523-2524 2525-2526 2527-2528 2529-2530 2531-2532 2533-2534 2535-2536 2537-2538 2539-2540 2541-2542 2543-2544 2545-2546 2547-2548 2549-2550 2551-2552 2553-2554 2555-2556 2557-2558 2559-2560 2561-2562 2563-2564 2565-2566 2567-2568 2569-2570 2571-2572 2573-2574 2575-2576 2577-2578 2579-2580 2581-2582 2583-2584 2585-2586 2587-2588 2589-2590 2591-2592 2593-2594 2595-2596 2597-2598 2599-2600 2601-2602 2603-2604 2605-2606 2607-2608 2609-2610 2611-2612 2613-2614 2615-2616 2617-2618 2619-2620 2621-2622 2623-2624 2625-2626 2627-2628 2629-2630 2631-2632 2633-2634 2635-2636 2637-2638 2639-2640 2641-2642 2643-2644 2645-2646 2647-2648 2649-2650 2651-2652 2653-2654 2655-2656 2657-2658 2659-2660 2661-2662 2663-2664 2665-2666 2667-2668 2669-2670 2671-2672 2673-2674 2675-2676 2677-2678 2679-2680 2681-2682 2683-2684 2685-2686 2687-2688 2689-2690 2691-2692 2693-2694 2695-2696 2697-2698 2699-2700 2701-2702 2703-2704 2705-2706 2707-2708 2709-2710 2711-2712 2713-2714 2715-2716 2717-2718 2719-2720 2721-2722 2723-2724 2725-2726 2727-2728 2729-2730 2731-2732 2733-2734 2735-2736 2737-2738 2739-2740 2741-2742 2743-2744 2745-2746 2747-2748 2749-2750 2751-2752 2753-2754 2755-2756 2757-2758 2759-2760 2761-2762 2763-2764 2765-2766 2767-2768 2769-2770 2771-2772 2773-2774 2775-2776 2777-2778 2779-2780 2781-2782 2783-2784 2785-2786 2787-2788 2789-2790 2791-2792 2793-2794 2795-2796 2797-2798 2799-2800 2801-2802 2803-2804 2805-2806 2807-2808 2809-2810 2811-2812 2813-2814 2815-2816 2817-2818 2



LAKE - BUILDING A

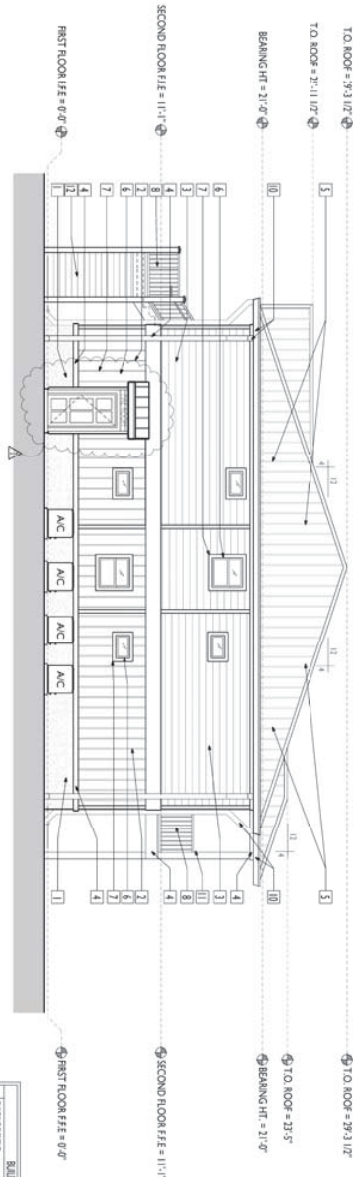


* MONUMENTAL SOURCE & SIZE TO BE DETERMINED UNDER SEPARATE PERMIT AND TO MEET LDC REQUIREMENTS.

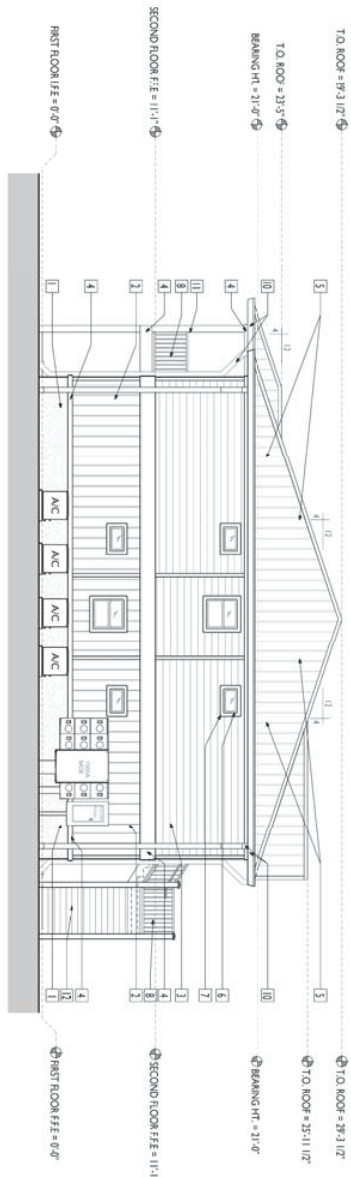
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ORMOND ENCLAVE - BUILDING A

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL, 32174
GENERAL CONTRACTOR: TO BE DETERMINED



B
SIDE ELEVATION
SCALE: 3/16" = 1'-0"



A
SIDE ELEVATION
SCALE: 3/16" = 1'-0"

BUILDING MATERIAL COLOR SCHEDULE - SIDE TYPE	
ITEM	DESCRIPTION
1	BRICK - RED
2	BRICK - WHITE
3	BRICK - BROWN
4	BRICK - BLACK
5	BRICK - GREY
6	BRICK - BLUE
7	BRICK - GREEN
8	BRICK - PURPLE
9	BRICK - PINK
10	BRICK - YELLOW
11	BRICK - ORANGE
12	BRICK - RED
13	BRICK - WHITE
14	BRICK - BROWN
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18	BRICK - GREEN
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33	BRICK - ORANGE
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99	BRICK - ORANGE
100	BRICK - RED

ITEM	DESCRIPTION
1	BRICK - RED
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94	BRICK - BLUE
95	BRICK - GREEN
96	BRICK - PURPLE
97	BRICK - PINK
98	BRICK - YELLOW
99	BRICK - ORANGE
100	BRICK - RED

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE DRAWINGS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
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9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008

PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174

GENERAL CONTRACTOR: TO BE DETERMINED

ORMOND ENCLAVE - BUILDING A

REVISION
OWNER REVISION 1.1 (11/18/2021)
CITY COMMENTS 1.1 (11/18/2021)

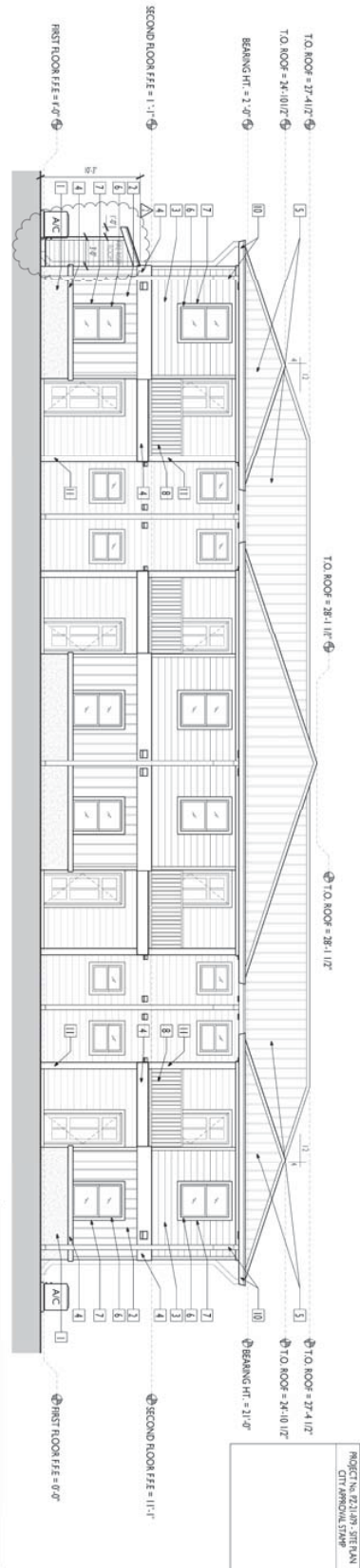
DESIGN INCORPORATED
ARCHITECTURAL DESIGN SERVICES
BRIAN J. HOGAN, AIA, LEED AP
4440 N. W. 11TH AVE., SUITE 100
FORT LAUDERDALE, FL 33309
TEL: 954-350-1111
WWW.BJHARCHITECT.COM

PROPOSED BEAMING

SCALE: 3/16" = 1'-0"

ARCHITECT'S RESPONSE: OK

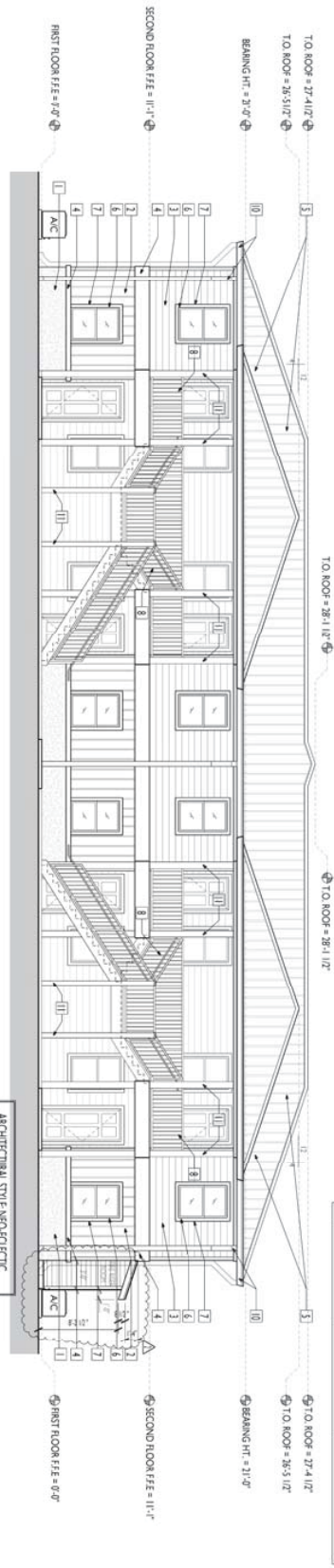
DATE: 11/18/2021
BY: B. J. HOGAN



B REAR ELEVATION
 A.B.I.V. BLDG TYPE B SCALE: 3/16" = 1'-0"

BUILDING MATERIAL COLOR SCHEDULE - BLDG B TYPE

ITEM	DESCRIPTION	FINISH
1	BUILDING BASE	STAINLESS STEEL
2	BUILDING WALLS	STAINLESS STEEL
3	BUILDING ROOF	STAINLESS STEEL
4	BUILDING FLOOR	STAINLESS STEEL
5	BUILDING DOOR	STAINLESS STEEL
6	BUILDING WINDOW	STAINLESS STEEL
7	BUILDING STAIR	STAINLESS STEEL
8	BUILDING RAMP	STAINLESS STEEL
9	BUILDING ELEVATOR	STAINLESS STEEL
10	BUILDING SIGN	STAINLESS STEEL
11	BUILDING LIGHT	STAINLESS STEEL
12	BUILDING VENT	STAINLESS STEEL
13	BUILDING DRAIN	STAINLESS STEEL
14	BUILDING GUTTER	STAINLESS STEEL
15	BUILDING DOWNSPOUT	STAINLESS STEEL
16	BUILDING CURB	STAINLESS STEEL
17	BUILDING WALKWAY	STAINLESS STEEL
18	BUILDING DRIVEWAY	STAINLESS STEEL
19	BUILDING PAVEMENT	STAINLESS STEEL
20	BUILDING LANDSCAPE	STAINLESS STEEL



A FRONT ELEVATION
 A.B.I.V. BLDG TYPE B SCALE: 3/16" = 1'-0"

SIGNAGE NOTES

1. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

2. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

3. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

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19. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

20. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

ARCHITECTURAL STYLE NEO-ECLECTIC

ITEM	DESCRIPTION
1	NEO-ECLECTIC STYLE ATTRIBUTES
2	NEO-ECLECTIC STYLE ATTRIBUTES
3	NEO-ECLECTIC STYLE ATTRIBUTES
4	NEO-ECLECTIC STYLE ATTRIBUTES
5	NEO-ECLECTIC STYLE ATTRIBUTES
6	NEO-ECLECTIC STYLE ATTRIBUTES
7	NEO-ECLECTIC STYLE ATTRIBUTES
8	NEO-ECLECTIC STYLE ATTRIBUTES
9	NEO-ECLECTIC STYLE ATTRIBUTES
10	NEO-ECLECTIC STYLE ATTRIBUTES
11	NEO-ECLECTIC STYLE ATTRIBUTES
12	NEO-ECLECTIC STYLE ATTRIBUTES
13	NEO-ECLECTIC STYLE ATTRIBUTES
14	NEO-ECLECTIC STYLE ATTRIBUTES
15	NEO-ECLECTIC STYLE ATTRIBUTES
16	NEO-ECLECTIC STYLE ATTRIBUTES
17	NEO-ECLECTIC STYLE ATTRIBUTES
18	NEO-ECLECTIC STYLE ATTRIBUTES
19	NEO-ECLECTIC STYLE ATTRIBUTES
20	NEO-ECLECTIC STYLE ATTRIBUTES

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SEVINGY, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008

PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174

GENERAL CONTRACTOR: TO BE DETERMINED

ARCHITECTURAL STYLE NEO-ECLECTIC

1. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

2. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

3. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

4. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

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17. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

18. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

19. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

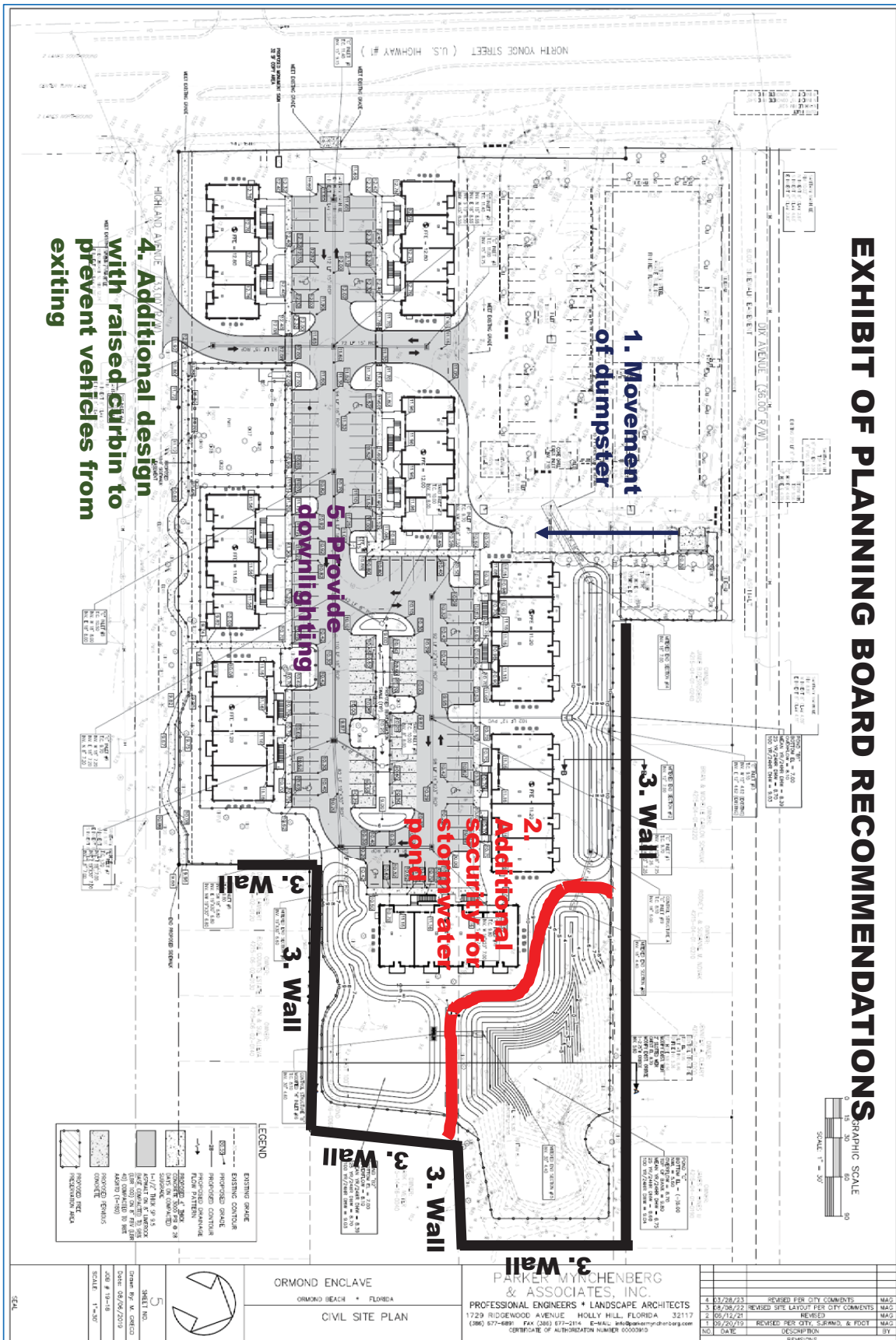
20. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:

REVISIONS

NO.	DATE	DESCRIPTION
1	01/10/2021	ISSUED FOR PERMIT
2	01/10/2021	ISSUED FOR PERMIT
3	01/10/2021	ISSUED FOR PERMIT
4	01/10/2021	ISSUED FOR PERMIT
5	01/10/2021	ISSUED FOR PERMIT
6	01/10/2021	ISSUED FOR PERMIT
7	01/10/2021	ISSUED FOR PERMIT
8	01/10/2021	ISSUED FOR PERMIT
9	01/10/2021	ISSUED FOR PERMIT
10	01/10/2021	ISSUED FOR PERMIT
11	01/10/2021	ISSUED FOR PERMIT
12	01/10/2021	ISSUED FOR PERMIT
13	01/10/2021	ISSUED FOR PERMIT
14	01/10/2021	ISSUED FOR PERMIT
15	01/10/2021	ISSUED FOR PERMIT
16	01/10/2021	ISSUED FOR PERMIT
17	01/10/2021	ISSUED FOR PERMIT
18	01/10/2021	ISSUED FOR PERMIT
19	01/10/2021	ISSUED FOR PERMIT
20	01/10/2021	ISSUED FOR PERMIT



EXHIBIT OF PLANNING BOARD RECOMMENDATIONS



STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Ormond Enclave (fka "Courtyards at Ormond"), **Issuance of a Development Order**

APPLICANT: CST Holdings, LLC

NUMBER: DO 2021-079(C)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request from CST Holdings, LLC for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet that shall remain. The project would have zoning designations of PBD, Planned Business Development and PRD, Planned Residential Development. The subject property is shown in Exhibit 1 below:

EXHIBIT 1: 145 North Yonge Street, overall project area



SECTION 2, BACKGROUND:

A portion of the subject property was approved for a rezoning with Ordinance 2005-32 that authorized a Planned Business Development and a Planned Residential Development approving 82,369 square feet of commercial uses and 10 residential townhomes. Ordinance 2005-32 expired on October 5, 2007. Since the 2005 Ordinance approval, additional land area has been added to the project area.

On June 2, 2009, the City Commission authorized Ordinance 2009-17 for an amended development order for the Planned Business Development and Planned Residential Development. The Ordinance authorized a multi-phase project of a Dollar General retail store of 9,014 square feet (phase 1), a retail center of 12,000 square feet (phase 2), and 16 residential two-story townhomes (phase 3). The phase 1 retail store of 9,014 square feet was constructed and the other two phases have expired. Based upon (1) the expiration of the planned developments and (2) additional land areas being added to the planned development, a new development order shall be required for any site development.

On October 1, 2019, the City Commission authorized Ordinance 2019-23 that approved the following Comprehensive Plan amendments for the property:

1. Amended the designation of the 2.52± acres from "Low Density Residential" to "Medium Density Residential", increasing the maximum allowed residential density from 4.3 units per acre to 12 units per acre;
2. Limited the allowed Floor Area Ratio (FAR) to 0.20 for the 2.52± acres proposed to be designated "Medium Density Residential"; and
3. Reduced the residential density within the 3.48± acres currently designated "General Commercial" from the existing 32 units per acre to 22 units per acre.

The Ormond Enclave project was formerly known as the "Courtyards at Ormond". Below within Exhibit 2 are the abutting land use and zoning designations of the area abutting the subject property.

EXHIBIT 2: Abutting land use and zoning designations

	Current Land Uses	Future Land Use Designation	Zoning
North	Commercial and single-family residential	"General Commercial" and "Low Density Residential"	B-4 (Central Business) and R-3 (Medium Density Single-Family)
South	Retail and single-family residential	"General Commercial" and "Low Density Residential"	B-4 (Central Business) and R-3 (Medium Density Single-Family)
East	Single-family residential	"Low Density Residential"	R-3 (Medium Density Single-Family)
West	Commercial uses across US 1	"Heavy Commercial"	B-5 (Service Commercial)

SECTION 3, PROJECT PROCESS:

Applications:

There are three distinct zoning actions associated with the Ormond Enclave project that include:

- A. Zoning map amendment for 0.34+ acres portion of 145 North Yonge Street from B-4, Central Business to PBD, Planned Business Development. This zoning action is needed to incorporate the property into the Planned Business Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- B. Zoning map amendment for a 0.99+ acres portion of 145 North Yonge Street from R-3, Single-Family Medium Density, to Planned Residential Development. This zoning action is needed to incorporate the property into the Planned Residential Development. The zoning map amendment does not provide any specific developmental approval but instead provides a framework for the issuance of the development order.
- C. **Issuance of a development order** for 64 multi-family residential units and associated site improvements on 6.34+ acres located at 145 North Yonge Street. The development has an existing retail use of 9,014 square feet. **This is the subject of this agenda item.** The development order approves a specific site plan for the development of the entire 6.34 acres. The 2009 development order had phase 1, a 9,014 square foot building constructed and the other phases have expired. The purpose of this development order is to incorporate the land areas acquired by the applicant and to allow the construction of 64 multi-family residential units and associated site improvements.

Project review process:

The Planned Residential and Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendments and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project (both the zoning map amendment and issuance of the development order) has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district for the issuance of the development order item. The neighborhood meeting was conducted on January 17, 2023 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for

action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:

- a. Application submitted by the applicant;
- b. Staff report;
- c. Written correspondence provided;
- d. Testimony presented at the public hearing; and
- e. Criteria for rezonings and issuance of a Development Order.

4. City Commission. The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are July 18, 2023 and August 1, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

- a. The report and recommendation of the Site Plan Review Committee and the Planning Board.
- b. The report and recommendation of other city departments and advisory boards, as appropriate.
- c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

SPRC Review and advertising process

Exhibit 3 shows the Site Plan Review Committee (SPRC) review process and the notice requirements for public meetings for both the zoning map amendments and issuance of a development order.

EXHIBIT 3: SPRC review and advertising process

PZ-21-079		
Action	Date	Notes
1 st SPRC submittal	June 17, 2021	SPRC review: July 9, 2021
Neighborhood meeting	August 25, 2021	600' mail radius; newspaper ad
2 nd SPRC submittal	September 28, 2021	SPRC review: October 20, 2022
Neighborhood meeting	January 17, 2023	600' mail radius; newspaper ad
3 rd SPRC submittal	April 25, 2023	SPRC review: May 12, 2023
Planning Board	June 8, 2023	300' mail radius; newspaper ad; site posting
City Commission, 1 st	July 18, 2023 (tentatively)	300' mail radius; newspaper ad
City Commission, 2 nd	August 1, 2023 (tentatively)	newspaper ad
SPRC final review	To be determined	

The August 25, 2021 neighborhood meeting reviewed a site plan for a 10,889 square foot retail building and a 48 unit multi-family development. The second neighborhood meeting on January 23, 2023 reviewed a site plan of 64 multi-family units. A summary of the neighborhood meeting is as follows:

Presentation:

1. Newly proposed plans have removed the commercial property to address concerns from the previous neighborhood meeting. The commercial property has been replaced with additional multi-family dwelling units. There will be eight 2-story buildings with 8 units in each building making a total of 64 multi-family dwelling units. The buildings will be approximately 29.5 feet tall and there will be two different layouts. Based on allowed density the plans could have up to 99 units, but the owner wants to preserve as much vegetation as possible, make luxury apartments, and blend the multi-family between the commercial to the west and residential to the east.
2. Newly proposed plans have modified the ingress/egress to have an entrance only along Highland Avenue in an effort to address concerns from previous neighborhood meeting.

Meeting comments:

3. Wanted to know price point of apartments and if it was affordable housing. Applicant stated price would be based on the market and it is not intended to be an affordable housing complex.
4. Some residents were not opposed to the idea of commercial. Wanted to know if they could limit the type of commercial uses.
5. Concerns regarding lighting impacts to existing neighborhood.
6. Wanted to know materials of building and if the project would be phased. Had concerns that this project could not be completed similar to the Ormond Renaissance project. Applicant clarified it will be one phase and the buildings will be constructed out of concrete masonry blocks.
7. Privacy concerns with 2-story buildings adjacent to shorter homes in neighborhood. Applicant stated the buildings will be similar to an average house height at approximately 29.5 feet tall. The buildings will be at least 50 feet from an abutting residential home, will have a 6-foot tall vinyl fence, and oaks and shrubs will be replanted along the eastern boundary line that abuts residential.
8. Wanted to see if the community will be gated. Applicant responded that a gated community is not an option due to car-stacking issues.
9. Will there be security, an office on-site, and will a maintenance person be on-site or on an on-call basis? Applicant stated the managing office will be off-site and there will be a maintenance person called on an as-needed basis. There will be no security.
10. Ability to reduce the number of units and increase monthly prices to have a unique and high-quality apartment complex different from other cities.

11. Concerns for traffic were expressed.
12. Suggest to limit exit for Dollar General along Highland Avenue to be a left turn only to reduce traffic leaving store.
13. Commented that Dix Avenue and Highland Avenue are narrow enough and having 64 new homes with multiple cars will devastate the area further.
14. Newly installed speed tables have done nothing to slow traffic or make narrow roads safer for residents and their children.
15. Concern for drainage was expressed.
16. After heavy rains, flooding is already a concern and naturally flows to subject property. Concerns that new buildings and land clearing will cause more flooding to abutting homes.
17. Applicant clarified the existing pond will remain and there will be additional dry retention ponds added to account for nutrient loading. This is required in order to retain all stormwater onsite and not impact surrounding neighborhood.
18. Applicant clarified they desired to preserve as many trees as possible. Southern sidewalk meanders to avoid impacts to existing trees onsite.
19. Applicant stated there are no plans for a pool or playground.
20. Biggest concerns regarding the width of residential streets as they are already unsafe for driving, especially large trucks.
21. Don't want any projects that will bring larger volumes of traffic.
22. Major concerns regarding flooding and what the city is doing to resolve the current issue, and what developer will do to prevent further flooding off-site.

The project has also been posted on the City website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1029/Ormond-Enclave> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

SECTION 4, PROJECT DESCRIPTION:

Key aspects of the project include:

1. The project proposes 64 multi-family apartment units.
2. The project has multiple land uses of "General Commercial" (3.56± acres), "Medium Density Residential" (2.52± acres) and "Low Density Residential" (0.26± acres) and totals 6.34 acres.
3. The density calculations are as follows:
 - A. Gross density: 64 units divided by 6.34 acres, is 10.09 units per acre.
 - B. "General Commercial" land use: 34 units divided by 3.56 acres, is 9.55 units per acre. Deducting an acre of land area for the Dollar General building improvements, the land area would be 2.56 acres and the density would be 13.3 units per acre.

- C. "Medium Density Residential" land use: 30 units divided by 2.52 acres, is 11.90 units per acre.
- D. "Low Density Residential" land use, 0 units over 0.26 acres. No development is proposed on the "Low Density Residential" and it is used for additional natural areas and stormwater.
- 4. There is an existing retail use, Dollar General, of 9,014 square feet that shall remain as it exists today.
- 5. A majority of the property has an existing zoning of PBD, Planned Business Development and Planned Residential Development. The applicant has added land areas that need to be incorporated into the Planned Development zoning designation which are presented as ZMA 2021-079(A) and ZMA 2021-079(B) agenda items. The two zoning designations are needed based on the commercial and residential land uses.
- 6. The multi-family residential use requires 128 parking spaces and the retail use requires 36 parking spaces for a total of 164 parking spaces. The site plan provides for 164 parking spaces. Note that there are Comprehensive Plan and Land Development Code regulations that allow a parking reduction of 20% based on the project being within a Multi-Modal Corridor. The total required parking would be 131 parking spaces.
- 7. The project is located within the city's Transportation Concurrency Exception Area (TCEA).
- 8. There are eight (8) buildings proposed with eight (8) units per building. Architectural plans are included in the site plan submittal. There are two building types, A and B. The architectural plans show two (2) and three (3) bedroom units.
- 9. The building length of building A is approximately 106 linear feet and the building length of building B is approximately 102 linear feet.
- 10. The proposed multi-family buildings are two stories with a building height of 25'2".
- 11. Sheet A-A.11 in ATTACHMENT 5 provides the architectural style of neo-eclectic. Architectural features include a standing seam metal roof, covered balconies and porches, overhangs, variations in roof height, projections and recessed sections, stucco base with board and batten cement siding and horizontal lap siding, and earth tone colors.
- 12. There are no wetlands on site.
- 13. The project is located within Flood Zone X, outside the 500-year floodplain.
- 14. The site design features the multi-family buildings on the outside of the project perimeter with parking internal to the site. The setback along Highland Avenue is 20' and 25' along North Yonge Street. The setback to existing single-family residential properties is at least 50'.
- 15. A dog park area with a four (4')-foot black ornamental fence is proposed.
- 16. The primary access is designed to be from North Yonge Street. Access from Highland Avenue is an entry only and vehicles would be prohibited from exiting the

site onto Highland Avenue. There is a full access point on Dix Avenue that would remain unchanged.

17. The project proposes a six (6')-foot PVC vinyl fence abutting the north property line, abutting the Dix Avenue properties, and the east property line. There has been discussion within the Site Plan Review Committee meetings regarding the other property boundaries. There are significant trees and vegetation along the other property lines. Installation of a fence would require removal of the existing buffer and it is recommended that the fence not be required in these areas. The applicant has stated that they are willing to install a fence if required and remove the necessary vegetation to install the fence.
18. The project has provided the required 15% natural preservation areas.
19. Sheet 7A in ATTACHMENT 5 shows the buffer and tree calculations. The calculations show 85 trees to remain and 180 trees to be planted, totaling 265 trees.
20. Construction hours for outside activity would be from 7:00 am to 7:00 pm, Monday thru Saturday with no construction on Sundays. Necessary concrete pours can be coordinated with the SPRC to establish allowed times.
21. The SPRC may permit individual Certificate of Occupancies if the necessary site work is completed for each building.
22. A sidewalk is proposed along Highland Avenue. Portions of the sidewalk would be on private property with easements based on limited right-of-way and tree protection.
23. The project has been issued a St. Johns River Water Management District permit for stormwater management.
24. A 32 square-foot monument sign is shown to be along North Yonge Street.
25. A lighting plan is included in ATTACHMENT 5 shows no spillover lighting to abutting properties.
26. School concurrency has been obtained and is in ATTACHMENT 3.

SECTION 5, EXISTING MULTI-FAMILY INVENTORY:

Below, is a list of the existing multi-family units within the City of Ormond Beach:

EXHIBIT 4: Existing multi-family units (10 units and over)

Address	Name	Year Built	Number
84 S. Beach Street	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Boulevard	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apt.	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Boulevard	Fisherman's Landing	1985	154

Address	Name	Year Built	Number
875 Wilmette Avenue (450 & 469 Lakebridge)	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco (<i>annexed</i>)	2002	260
600 Crowne Commerce Court	Reserve at Ormond Beach (<i>annexed</i>)	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Boulevard	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96

TOTAL UNITS 1,908

Below, is a list of the existing multi-family condominiums within the City of Ormond Beach:

EXHIBIT 5: Existing condominiums

Address	Name	Year Built	Units
815 Ocean Shore Boulevard	Ormond Holiday Club	1969	40
915 Ocean Shore Boulevard	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Boulevard	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Ocean Shore Boulevard	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Boulevard	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliki Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station (<i>annexed</i>)	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28

TOTAL UNITS 983

The most recent multi-family developments were constructed in 2010 with Olive Grove (tax credit housing), Madison Glen (senior housing) and Ormond Renaissance Condo (one building). The Ormond Renaissance Condominium is an approved multi-family project with nine (9) buildings (252 units) that have not yet been constructed. There has also been townhome developments that has been less than 10 units per acre that include the Gardens of Addison (56 units), Ormond Grande (60 units) and the Cupola (12 units).

Staff is aware of the multi-family development that has occurred within neighboring jurisdictions and Volusia County. Within the last year within the city, there have been three (3) applications for multi-family development as follows:

1. Regal multi-family: approved for 310 multi-family units at 215 Williamson Boulevard, the site of the former Regal Cinema.
2. Tymber Creek Apartments: 2011 West Granada Boulevard and 36 North Tymber Creek was approved for 270 multi-family units at first reading at the May 16, 2023 City Commission meeting. The second reading is scheduled for June 6, 2023.
3. 121 East: in review for 24 multi-family condominiums at 121 East Granada Boulevard.

SECTION 6, ANALYSIS/ CRITERIA FOR APPROVAL:

The subject property is unique with the commercial and residential land uses. Previous applications have envisioned a mixture of commercial and residential uses. The 2019 Comprehensive Plan amendment sought to balance the allowance of residential uses. The amendment increased the residential land use allowance from 4.3 units per acre to 12 units per acre and reduced the commercial land use allowance from 32 units per acre to 22 units per acre. During the site plan review process, there was a change in the site design from a 10,889 square foot retail building and a 48-unit multi-family development to a 64-unit multi-family development.

Prior zoning actions have determined that the Planned Business Development and Planned Residential Development zoning is appropriate for the subject property. Both Planned Developments allow multi-family residential as an allowed use. The 2019 land use amendment allowed higher residential density in the Planned Residential Development land area and reduced the allowed density in the Planned Business Development land area. One issue for the Planning Board review is the proposed fencing. The project proposes a six (6')-foot PVC vinyl fence abutting the north property line, abutting the Dix Avenue properties, and the east property line. There has been discussion within the Site Plan Review Committee meetings regarding the other property boundaries. There are significant trees and vegetation along the other property lines. Installation of a fence would require removal of the existing buffer and it is recommended that the fence not be required in these areas. The applicant has stated that they are willing to install a fence if required and remove the necessary vegetation to install the fence.

Planned developments are discretionary reviews that allow the Planning Board and City Commission to review project impacts and determine if they are appropriate. There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. The Planning Board may (1) approve the project as submitted, (2) deny the project as submitted, or (3) provide conditions/restrictions for approval. According to Chapter 1, Article I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

Sections 2-35 (Planned Residential Development) and 2-36 (Planned Business Development) of the Land Development Code allow for the site plan submitted in regards to the use, density, setbacks, and height requested. Section 2-35, subsection (I) of the Land Development Code contains provisions that are designed for smaller infill lots that does not require recreational standards, reduces parking, and uses the underlying zoning district setbacks. A recent example is the Cupola at Oceanside that is located at 100 North Halifax Drive. Ormond Enclave provides combination of fencing and natural landscape buffers to provide buffering between the multi-family structures and the single-family lots. The project complies with the landscaping and stormwater requirements of the Land Development Code.

This project started in 2019 with the land use amendment. Key issues throughout the process have been (1) traffic impacts, (2) compatibility, and (3) stormwater. From the land use amendment application process, the City started a residential traffic calming program. Specific to this area of the City, speed tables have been added to Dix and Highland Avenues. The site design of the project was changed since the first neighborhood meeting to eliminate retail uses and to restrict access on Highland Avenue to enter only.

It is the determination of the Site Plan Review Committee that the project will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The Future Land Use Element directive text within the Comprehensive Plan is as follows:

A. General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

D. Low Density Residential (LDR)

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre.

Maximum FAR: 0.2

E. Medium Density Residential (MDR)

Purpose: To allow a variety of highly aesthetic dwelling units, encouraging the establishment of recreation areas and open space and discouraging look-alike rows of dwellings. MDR also allows the development of relatively low-density duplex, townhouse and multi-family projects which emphasize open space and maintain a low profile, thus maximizing the compatibility with single-family areas. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum 5-12 units per acre except in the Downtown Community Redevelopment Area where 5 - 15 units shall be allowed.

Maximum FAR: 0.3

Ordinance 2019-23 reduced the residential density within the 3.48± acres designated "General Commercial" from the existing 32 units per acre to 22 units per acre. The Comprehensive Plan contains the following Goals, Objectives and Policies related to the issuance of a development order:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.3.

Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community's growth strategy for residential densities, as stipulated within the Future Land Use Element.

Transportation Element

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

Establish Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mix use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

POLICY 1.5.1.

As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs):

- a) A1A from SR 40 south to the city line;

- b) SR 40 from A1A to Williamson Boulevard; and
- c) US 1 from Wilmette Avenue south to the city line.

POLICY 1.5.2.

Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

POLICY 1.6.4.

Where development proposals that are consistent with the City's Future Land Use Map (FLUM) in terms of both land use type and density or intensity and located along the Multi-Modal Corridors where current and projected 2017 level-of-service standards are currently met, the following strategies will be implemented:

- a) Access management;
- b) Bike facilities; and
- c) Sidewalk connectivity.

It is the determination of the Planning staff that the project is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The project site is partially developed and there are no wetlands or floodplain onsite. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed multi-family use is allowed within the land uses. More intensive uses commercial are allowed within the project area abutting North Yonge Street. It is the determination of the Site Plan Review Committee that the project would not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

Comments at past neighborhood meetings have expressed concerns that the project would create negative traffic impacts and decrease the quality of life along Dix and Highland Avenues. There is an e-mail from a resident included in ATTACHMENT 4. ATTACHMENT. If there is a belief that the project is not compatible, then the project should be denied or altered to gain compatibility.

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.

Section 1-32(6)(l) of the Land Development Code states, "For development within a TCEA, no traffic study shall be required, concurrency shall not apply, and mitigation other than payment of the fee shall not be required. The mobility fee is a "pay and go" fee. Volusia County's Road Impact Fee shall apply."

Past meetings have stressed the importance of traffic and its impacts to the surrounding residential streets. From the initial neighborhood meeting regarding the land use, traffic impacts have been a key focus. The following actions have sought to address the traffic impacts:

- a. Residential traffic calming program was created. Speed tables and signage have been installed on both Dix and Highland Avenues;
- b. Site plan was amended to allow only entry into the site from Highland Avenue; and
- c. Site plan was amended to reduce the project trips. The site plan with 10,889 square foot retail building and a 48 unit multi-family development would generate 694 average daily trips per the Institute of Traffic Engineers (ITE) Trip Generation Manual, 11th edition. The 64 unit multi-family development is expected to generate 431 average daily trips.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The project is designed with the neo-eclectic buildings on the frontages of North Yonge Street and Highland Avenue, with the parking located in the interior of the site. Fences and landscaping have been added to provide screening between the single family and multi-family uses. The proposed development is functional in the use of space and aesthetically acceptable.

8. The proposed development provides for the safety of occupants and visitors.

The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided. Fire safety staff have determined that the project is acceptable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The site plan submittal demonstrates that the materials and building architectural design will not adversely impact the neighborhood and aesthetics of the area.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 7, RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for the issuance of a development order for 64 multi-family residential units and associated site improvements on 6.34± acres located at 145 North Yonge Street, subject to the outstanding comments of the Site Plan Review Committee.

If there is a belief that the project does not meet the criteria listed above, the recommendation should be for denial or amendment to allow the project to meet the criteria listed above.

Attachments:

- Attachment 1: Site Plan Review Committee outstanding comments
- Attachment 2: Site Maps
- Attachment 3: School Concurrency
- Attachment 4: Correspondence received
- Attachment 5: Applicant information and site plans

ATTACHMENT 1

Site Plan Review Committee outstanding comments



Current Project - Project Markups Listing

PZ-21-079

File Name	Markup Name	Markup Text	Markup Date	Created by
C007A-LANDSCP.pdf	CSC	EP = 17, LI = 43 2.5" Caliper Trees = 41	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please remove the provided specimen tree, none is required and your using those trees in the minimum tree requirements, see red line.	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	10	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	16	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	13.09	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	83/6.34 = 13.09	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	10	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	5	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	16	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	21	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	N/A	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please see chart mark-up's and city protected tree mitigation chart in the reviewer folder. - How are you mitigating for the (21) 2.5" caliper trees, please provide a chart showing requirements and how your meeting this requirement.	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	7	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	38	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	84	05/24/2023	Cara Culliver



Current Project - Project Markups Listing

C007A-LANDSCP.pdf	CSC	- See plan mark-up's. - The proposed tree calculations will change when the TD landscape island trees change to 3.5" caliper.	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- The minimum tree height is 10' foot, the LL are not meeting this specification. Multi-stem trees require 6" combined caliper.	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please add (44) 6" combined caliper (2 tree credits) = 66 Trees	05/24/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please add a note that all trees will have their deadwood and vines removed within visible areas. Pruning of deadwood shall meet the current arboricultural standards. - Please add a note that all existing palms will have their seed heads, dead fronds and boots removed prior to C.O.	05/24/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- These islands require a 3.5" caliper tree, the TD are not meeting this code requirement.	05/24/2023	Cara Culliver
C012-GRADING.pdf	Civil-Details C-11 to C-17	Please recheck the details on these sheets. The most recent revisions are from 2020.	05/08/2023	David Allen
C004-SITE.pdf	SSS	Please detail what fencing is provided. If needed, please detail where fencing is sought for a waiver.	05/05/2023	Steven Spraker
C004-SITE.pdf	SSS	A sidewalk easement is required before final certificate of completion of the site improvements.	05/05/2023	Steven Spraker
C001-COVER.pdf	SSS	These parcel numbers on the cover sheet have been combined and no longer exist.	05/05/2023	Steven Spraker
C007A-LANDSCP.pdf	CSC	- This is a 10' buffer and not a 6' foot, revise written information.	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- There are only (5) 13" trees removed (2 Oaks & 3 Magnolias). Elm's are specimen at 18" inches. - There are only (5) 15" Oaks removed and not 6. - Please removed the 28 & 29" trees from the chart.	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	38	05/02/2023	Cara Culliver



Current Project - Project Markups Listing

C007A-LANDSCP.pdf	CSC	5	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	2	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	3	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	2	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	4	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	8	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	-45	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	-45	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	10	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please see the mark-ups, numerous errors. - Please use the dollar value as stated on Mitigation Chart A, there are numerous errors, see LA chart in the reviewer folder. - Please show the Specimen Tree mitigation and plant (10) 4.5" caliper trees on this site.	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please show this chart on the 7A sheet.	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- The LL shall be 10' height and 6" combined caliper, 5 stems minimum & f.g. - The IC shall be 10' height. - The OV1 shall be 4.5" caliper at 12" inches.	05/02/2023	Cara Culliver



Current Project - Project Markups Listing

C007A-LANDSCP.pdf	CSC	Please configure & add information below: Existing Trees = 36 Trees Existing Palms (8/3) = 3 Trees Proposed 2.5" & 3" (1 Tree Credit) = 66 Trees (44) Proposed 6" Combined Caliper (2 Tree Credits) = 88 Trees (16) Proposed 3.5" Caliper (2 Tree Credits) = 32 Trees TOTAL PROVIDED TREES = 225 Trees	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	Specimen Tree Mitigation = 10 Trees at 4.5" Caliper Provided Specimen Tree Mitigation = 11 Trees at 4.5" Caliper (QV1).	05/02/2023	Cara Culliver
C007A-LANDSCP.pdf	CSC	- Please add a note that all trees will have their deadwood and vines removed within visible areas. Pruning of deadwood shall meet the current arboricultural standards. - Please add a note that all existing palms will have their seed heads, dead fronds and boots removed prior to C.O.	05/02/2023	Cara Culliver
C009-IRRIG.pdf	CSC	- The proposed hedges in this center island shall be irrigated & the 2 Bald Cypress, see landscape plan. - Would suggest showing the entire landscape design, grayed out on the irrigation plan so you know where the planting is and can plan out the irrigation design accordingly.	05/02/2023	Cara Culliver
C009-IRRIG.pdf	CSC	- Proposed hedge areas shall be irrigated with center and end strips, as currently shows half heads within the proposed hedge?	05/02/2023	Cara Culliver
C009-IRRIG.pdf	CSC	- Please provide a note that the Dollar General irrigation system shall be operable with c.o. of this project (repeat comment).	05/02/2023	Cara Culliver
C009-IRRIG.pdf	CSC	- Please irrigate the Bald Cypress trees around the pond with bubblers.	05/02/2023	Cara Culliver
C009-IRRIG.pdf	CSC	- Please provide an existing tree legend on this drawing.	05/02/2023	Cara Culliver



Current Project - Project Markups Listing

C003-EC.pdf	CSC	- Area 2 = 8,390 SF, please correct - Area 5 = 774 SF, please correct Total = 34,580 SF, please correct	05/02/2023	Cara Culliver
C003-EC.pdf	CSC	- Previous comment, please save the Bald Cypress & Podocarpus hedge as these plantings are part of the Dollar General Requirements. Not understanding why these can't be saved as the 2 Bald Cypress along this line are being preserved?	05/02/2023	Cara Culliver
C003-EC.pdf	CSC	Comments 2, 3 & 4 were missed, please make these corrections to this plan.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please correct the demolition plan and show the 2 existing Bald Cypress trees to remain. Please coordinate sheets.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please move the IC, LL & LI trees further within the space instead along the edge of the pavement, see purple clouded areas.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Please continue hedge along the back of sidewalk within this buffer, see green line.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- There are 64 total specimen trees, please make corrections.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- These islands need to have 3.5" caliper trees (Oaks & TD) minimum. Last submittal had these trees at 4" caliper, please revise.	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	5	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	7	05/02/2023	Cara Culliver
C007-LANDSCP.pdf	CSC	- Two of the planting keys show the wrong quantities, see green clouded keys.	05/02/2023	Cara Culliver
C006-UTILITY.pdf	Utility Eng	Please confirm 3-inch water meter is desired. Seems odd reducing from 6-inch to 3-inch and then upsizing to 4-inch versus having a 4-inch meter.	05/01/2023	Mike Stephenson
C006-UTILITY.pdf	Utility Eng	Please update City Standard details to latest versions. Transmittal letter implies updating, but they do not appear to have been changed.	05/01/2023	Mike Stephenson
C006-UTILITY.pdf	Utility Eng	Please reach out to Utilities to discuss proposed sewer and downstream lift station implications.	05/01/2023	Mike Stephenson

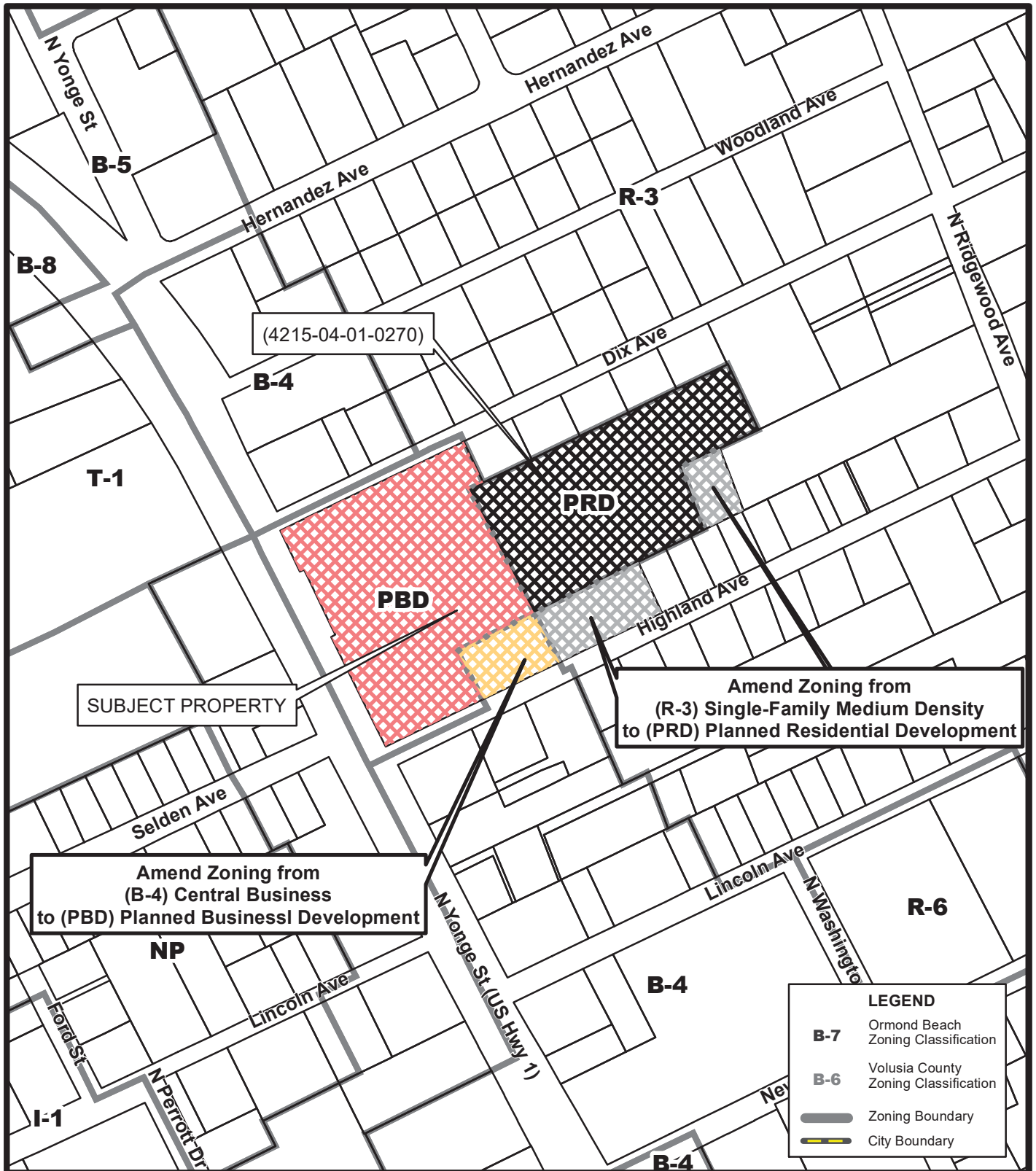


Current Project - Project Markups Listing

C005-CIVIL.pdf	bw	Looks like the crown of road on US 1 is 11.58 feet and 12.5 on Highland. Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions. Since the elevation of the lowest floor of structure is not 18 inches or above, you will need to provide justification and a request to the City Engineer to allow a lower elevation	04/25/2023	Becky Weedo
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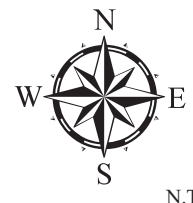
ATTACHMENT 2

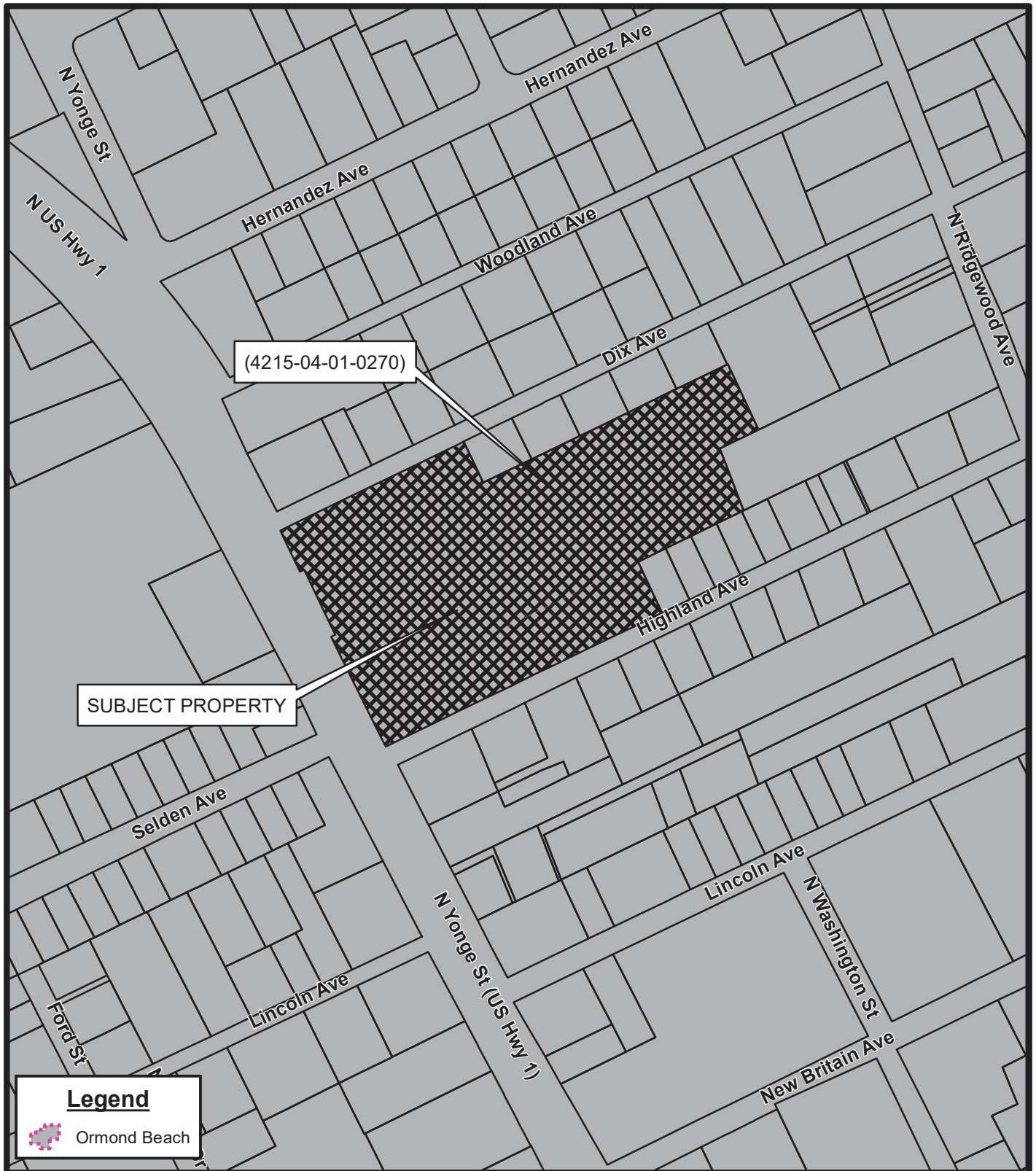
Site Maps



ZONING MAP **145 NORTH YONGE STREET** **(4215-04-01-0270)**

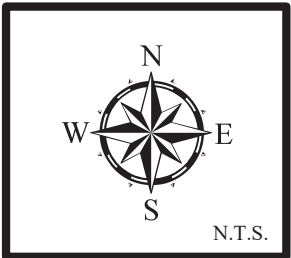
Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023





LOCATION MAP
145 NORTH YONGE STREET
(4215-04-01-0270)

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023

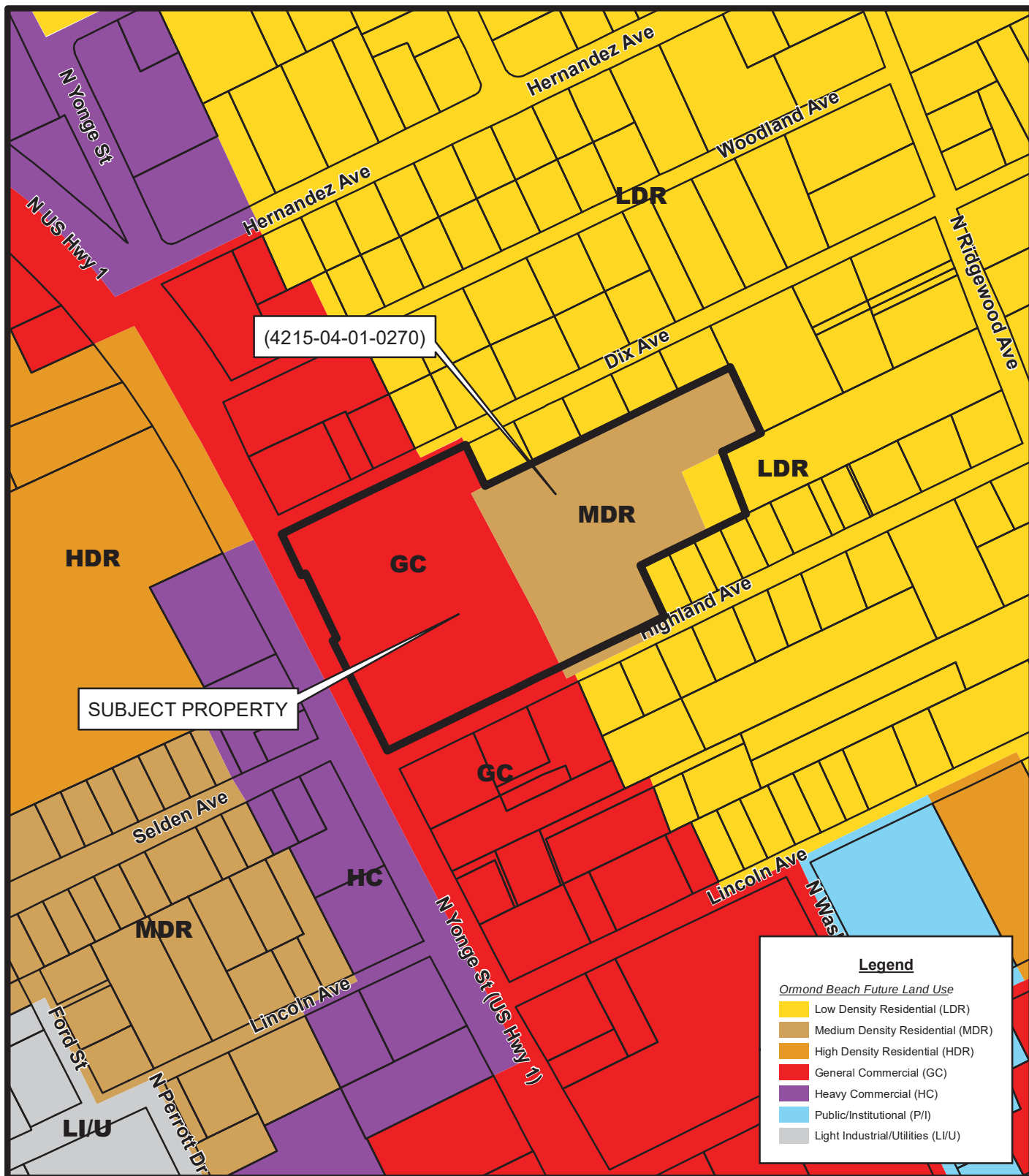




**AERIAL MAP
145 NORTH YONGE STREET
(4215-04-01-0270)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023





**FUTURE LAND USE MAP
145 NORTH YONGE STREET
(4215-04-01-0270)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 4, 2023



ATTACHMENT 3

School Concurrency



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Ms. Jamie M. Haynes, Chairman
Mrs. Anita Burnette, Vice Chairman
Mr. Ruben Colón
Mr. Carl Persis
Mrs. Jessie Thompson

School Concurrency Determination Concurrency Letter

May 19, 2023

Steven R. Buswell, PE RLA
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Ave.
Daytona Beach, Florida 32117

RE : Ormond Enclave – City of Ormond Beach
School Concurrency Case #23-05-01-001-R

Dear Mr. Buswell:

District staff reviewed the information regarding the residential project known as Ormond Enclave associated with 6.34+/- acres of property. The property is located at or near the intersection of US Hwy 1 and Granada Blvd within Ormond Beach city limits. Information provided in the school concurrency application indicates the development activity will consist of sixty-four (64) multi-Family apartment units.

The district uses a county wide Student Generation Rate (SGR) of (0.137) per multi-Family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate nine (9) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multi Family Dwelling Unit	0.137	64	9
Mobile/ Manufactured Home Dwelling Unit	0.047	0	0
	Total	64	9

The Concurrency Analysis (Table 2, next page) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

The schools impacted by this development are Ormond Beach Elementary School, Ormond Beach Middle School, and Seabreeze High School.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 2022/23 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Ormond Beach Elementary	115%	320	7	110%	4	111%
Ormond Beach Middle	115%	989	81	84%	2	84%
Halifax CSA (Seabreeze High)	120%	1,679	110	107%	3	107%
Other					0	

The adopted LOS standard for elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students **will not** exceed the adopted LOS at any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, ext. 50709.

Sincerely,



Leineriza V. Divina
Coordinator, Planning

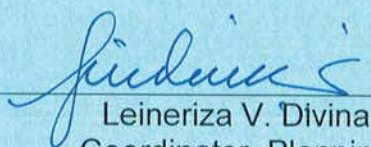
CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director, Planning and Construction
Steven Spraker, Planning Director, City of Ormond Beach
Volusia County School Board Project File

Project Information	
Project Name	Ormond Enclave
VCSB Project #	23-05-01-001-R
Jurisdiction Project #	
Parcel ID Numbers	4215-04-01-0270
Project Location	US Hwy 1 and Granada Blvd
# of Residential Units	64
Residential Unit Type	Multi-Family Apartments
Property Owners	CST Holdings, LLC
Applicant/Agent Name	Parker Mynchenberg & Associates Inc.

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	4	2	3	0	9
<u>Comments:</u> This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.



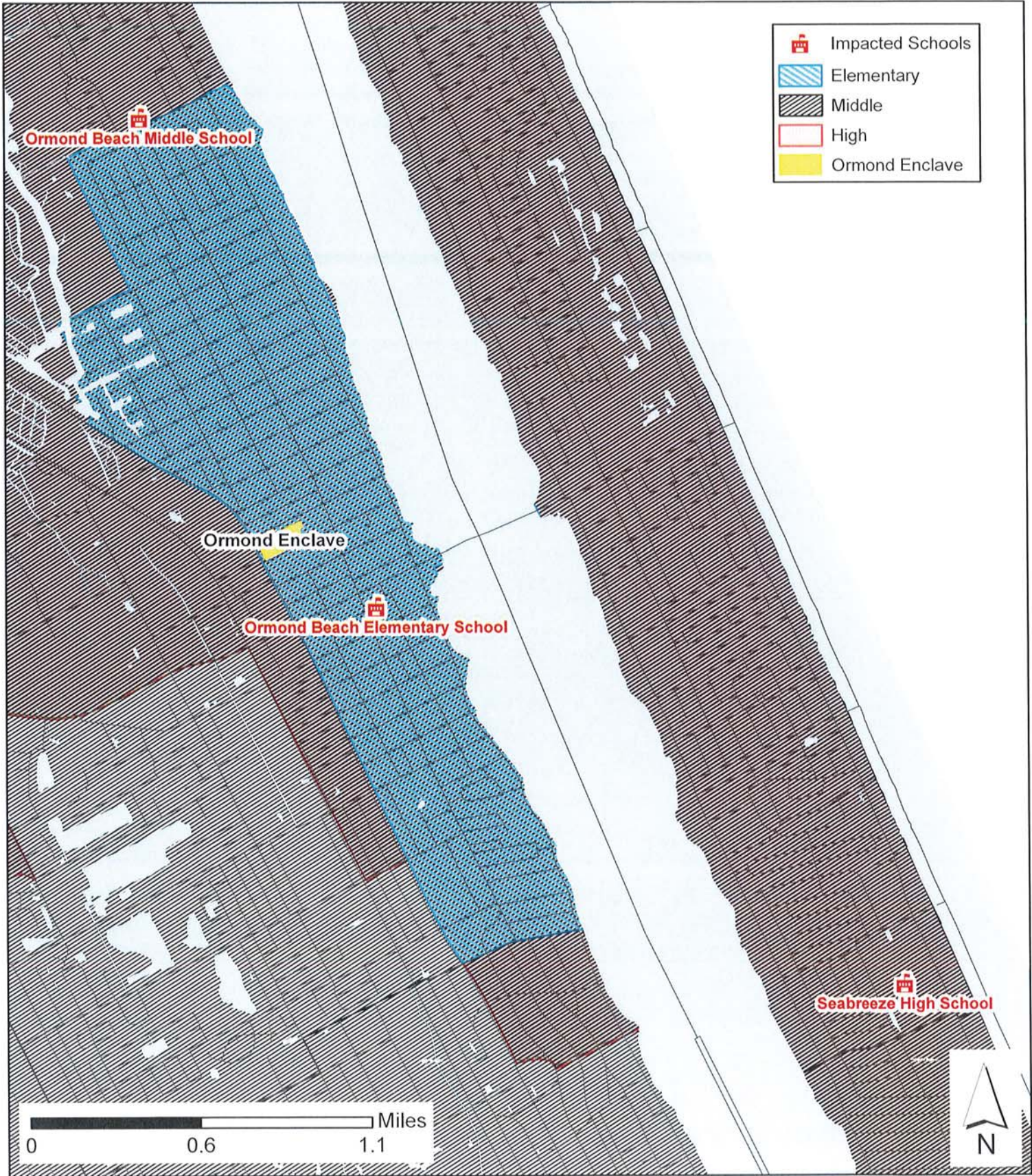
 Leineriza V. Divina
 Coordinator, Planning

May 19, 2023

 Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Ormond Enclave



ATTACHMENT 4

Correspondence received

Spraker, Steven

From: jennifer cone wells <jwells@cfl.rr.com>
Sent: Monday, April 24, 2023 1:27 PM
To: Spraker, Steven
Subject: Re: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (04.24.2023)

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

For Planning Board-

Just in case you haven't noticed.....there is no more room for growth in Ormond Beach! Especially in the heart of our community. Traffic is terrible! And gets worse every month! (I can't even get out of my driveway on a daily basis) We've maxed out land for growth in our community at large....and the only remaining space for growth is westward. We love Ormond Beach....and loved living here until little Ormond Beach outgrew it's self. The community needs to focus growth on activities and events instead of eating up every little wee bit of green land that remains! Those of us who chose to live here yeas ago would like to keep the community as it was when we moved here. Stop focusing on land grabs & dollar development when there is so much more to better this community than traffic jams; water shortages; major traffic jams; and Dollar Stores! Please wake up! WE HAVE NO MORE ROOM OR NEED FOR GROWTH IN THE FORM OF BUILDINGS!! The community can no longer manage that kind of growth. None of us want it. The only people that want this type of growth are builders. Why should they dictate how we live while they make tons of money?

Jennifer Cone-Wells

On Apr 24, 2023, at 12:19 PM, Spraker, Steven <Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

The Ormond Enclave project has re-submitted to the city's Site Plan Review Committee (SPRC). The submittal is available at <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project is seeking to be on the June 8, 2023 Planning Board agenda. The SPRC review is due on May 4th and will determine if the project is ready for the Planning Board agenda or needs an additional site plan submittal. Additional notification regarding a Planning Board hearing date would be provided on this distribution group, on the city's website, abutter letters, newspaper advertisements, and site posting. Written correspondence received on the project will be provided in the public hearing packets. Any correspondence for the public meetings can be e-mailed to me at Steven.Spraker@ormondbeach.org or comdev@ormondbeach.org and should include the text "For Planning Board" in the subject line. Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, December 29, 2022 3:12 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: FW: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (12.29.2022)

Good afternoon,

The Storch Law Firm is conducting a neighborhood meeting for the Ormond Enclave, formerly the Courtyards project on **Tuesday, January 17, 2023, at 6:00PM at Trails Clubhouse, 201 Main Trail, Ormond Beach, FL 32174.** This project is located along the east side of US 1, between Dix Avenue and Highland Avenue. The site plan submitted shows a residential development of 64 low-rise apartments. The attached notice provides a contact of The Storch Law Firm who may be contacted by phone at (386) 238-8383 or by email at corey@storchlawfirm.com.

The project requires a neighborhood meeting, Planning Board review, and City Commission action. The site plan submittals are available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590

Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, October 6, 2022 1:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Ormond Enclave (formerly known as the Courtyards at Ormond) distribution list (10.06.2022)

Good afternoon,

This is a distribution list for the Ormond Enclave (formerly known as the Courtyards at Ormond) project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Ormond Enclave project has re-submitted a site plan for a 6.34-acre parcel that proposes 64 multi-family residential units and removal of the previously proposed retail uses. The site plan submittal is available at: <https://www.ormondbeach.org/1029/Ormond-Enclave>. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Please contact me with any questions. Thank you

Steven

Steven Spraker, AICP
Planning Director
< >
Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32174
Direct Line: 386.676.3341
Department: 386.676.3238
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E-mail: Steven.Spraker@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: [Spraker, Steven](#)
To: ["cswan129@gmail.com"](mailto:cswan129@gmail.com)
Subject: RE: Project: Apartment Building at US 1 and Highland Avenue and Dix
Date: Thursday, September 2, 2021 7:32:50 AM
Attachments: [image001.jpg](#)

Good morning,

Thank you for your e-mail. I can included this e-mail when the project moves forward to a public hearing. The project has not been scheduled for a public hearing and city staff are awaiting a resubmittal to the city Site Plan Review Committee. I will add your e-mail to the project distribution list to provide information on future project submittals and public hearings.

Steven

Steven Spraker, AICP
Planning Director



Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: cswan129@gmail.com <cswan129@gmail.com>
Sent: Wednesday, September 1, 2021 7:31 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Project: Apartment Building at US 1 and Highland Avenue and Dix

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

Hello Mr. Spraker,

I am Christine Swanson and have owned my home at 44 Highland Avenue, Ormond Beach, FL 32174 for 34 years. One of the many reasons I moved to Ormond Beach was that Ormond was known to save trees, control development and was a family oriented location! I love where I live and take advantage of the walking distance to various shops and restaurants and I walk the bridge.

I attended the meeting on August 25th at the Performing Arts Center regarding the proposed 48 apartments and 3 retail shops to be built at U.S. 1 between Highland Avenue and Dix. I am glad that you were present and as you can attest the people who live on these streets along with people that live in the vicinity **DO NOT WANT THIS DEVELOPMENT BUILT!** Most of the speakers had done their research and asked questions that could not be answered by the gentleman from Parker Mychenberg. It goes without saying that our small streets with no sidewalks will not be able to withstand the additional vehicular traffic once the complex is built! And what kind of retail businesses will be added to the mix? We already have a ton of traffic coming and going on Highland and Dix at all hours of the day trying to bypass

Granada Blvd. and the majority of the traffic does NOT adhere to the posted 25 mph speed limit! We have children that walk and ride their bikes to Ormond Elementary and Ormond Middle schools! As was mentioned in the meeting, children play and ride their bikes along these roads, people walk their dogs, people ride their bikes, families walk down to the pier and people walk the bridge. All this is done while navigating the traffic speeding up and down the streets. It is not safe and eventually someone is going to be hit or God forbid killed by a careless driver that is not paying attention. I take my life in my hands when I am mowing and weeding my front yard!! Everyone is always in a hurry and paying attention to a cell phone instead of the road!

I remember years ago when the City of Ormond Beach wanted to move the little white church that is next to the west side of the bridge on Beach Street and build a bunch of offices and restaurants and had plans for some sort of a floating pier. The people were up in arms over that and I attended the meeting. Before the meeting was started city officials announced that they had heard from an overwhelming amount of the citizens of Ormond Beach that they did not want what was being proposed and they had already scrapped the project, but they would allow people to speak and give their comments. I found it amazing that the City actually listened to the people! We need the City to listen to the people again for this horrific project!

What has happened to the Granada Blvd. corridor has been horrendous with stripping the land to build a WAWA gas station and car wash!! And also stripping the land across the street which is still vacant. I can't image what will eventually be built there. Vacant land with trees and animal habitat is always in danger of being torn apart to build what?? Mostly something that is not even needed! You take away all the trees, kill the environment, animals lose their homes and people lose their rights to their neighborhood tranquility. And for what - the almighty dollar??? I won't even get into what Parker Mychenberg is building in the Loop area, but you get my drift.

We need the City to listen to the people regarding this development that will do such harm to our neighborhoods in creating horrific issues with traffic, flooding, harm to our wildlife and our citizens' safety! I thank you for your time and anything you can do to help us in this fight for our rights as homeowners.

As I mentioned, I have lived here 34 years and have never received any correspondence via email regarding upcoming issues and would appreciate it if you would add my email address to the list so that I receive information regarding changes to my surroundings.

Thank you very much.

Christine Swanson
44 Highland Avenue
Ormond Beach, FL 32174
cswan129@gmail.com

From: [Beth Putnam](#)
To: [Spraker, Steven](#)
Subject: Re: Courtyards at Ormond
Date: Friday, August 27, 2021 4:00:07 PM

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

Thank you for the meeting information. I was not able to attend on Wednesday, as I was working. I am totally against the courtyards project, as it is to population dense, not family friendly, and he's only going to exacerbate the traffic and speeding problem that we have in this neighborhood.

Sent from my iPhone

On Aug 19, 2021, at 2:53 PM, Spraker, Steven
<Steven.Spraker@ormondbeach.org> wrote:

Good afternoon,

Planning staff has been informed that the Ormond Beach Senior Center is closed until further notice. The Courtyards at Ormond neighborhood meeting scheduled for August 25th will be held in the **Ormond Beach Performing Arts Center Auditorium**. The Performing Arts Center is located at 399 North US Highway 1. There will be individuals to direct traffic and signage to direct people to the meeting location. The neighborhood meeting is scheduled for August 25, 2021 starting at 6pm. Please contact me if there are any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<[image001.jpg](#)>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven

Sent: Tuesday, August 3, 2021 1:15 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Courtyards at Ormond

Good afternoon,

Please find attached for your information a notice regarding a neighborhood meeting for the Courtyard at Ormond project. The neighborhood meeting will be held in the Ormond Beach Senior Center Art Room located at 351 Andrews Street, Ormond Beach, Florida, 32174 on August 25, 2021 from 6:00 PM to 7:00 PM. The Courtyard at Ormond project proposes to construct a 10,889 square foot retail building (3 units) and a 48-unit multifamily apartment complex located at the north east corner of the intersection of North Yonge Street and Highland Avenue. The project shall require a zoning map amendment with review by the Planning Board and action by the City Commission.

Thank you

Steven

-

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

From: Spraker, Steven
Sent: Thursday, June 24, 2021 7:46 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: Courtyards at Ormond

Good morning,

This is a distribution list for the Courtyards at Ormond project at 135 North Yonge Street. If you do not wish to receive additional e-mails on this project, please reply **STOP** and staff will remove your e-mail from this distribution list.

The Courtyards at Ormond at 135 North Yonge Street has re-submitted a site plan for a 6.34-acre parcel that proposes 48 multi-family residential units and 10,889

square feet of retail. The site plan submittal is available at:
<https://www.ormondbeach.org/247/Development-Projects>. The previous site plan submittal expired. The project would require a neighborhood meeting, Planning Board review/recommendation and City Commission action. The date of the neighborhood meeting has not been set. Attached to the e-mail is the process for the project review and the site plan.

Please contact me with any questions.

Thank you

Steven

Steven Spraker, AICP
Planning Director
<image001.jpg>

Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175
Direct Line: 386.676.3341
Department: 386.676.3238
Cell: 386.366.1590
Fax: 386.676.3361
E-mail: Steven.Spraker@ormondbeach.org

Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ATTACHMENT 5

Applicant Information and
site plans

April 18, 2023

Mr. Steven Spraker, AICP
Planning Director
City of Ormond Beach Planning Department
22 South Beach Street, Room 104
Ormond Beach, FL 32175

**Re: Project Letter for Ormond Enclave - (fka Courtyards at Ormond)
Site Plan - Project No. PZ-21-079**

Dear Steven:

I am writing to respond to Comment 21 from your review comments dated July 9, 2021 regarding the Courtyards at Ormond Site Plan, as follows:

Section 2-35(j)(4)

In considering an application for a PRD, the planning board may recommend approval, approval with conditions, or disapproval and the city commission may base its conditions of approval or denial of the issuance of a development order on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

a. Innovative site design.

This design has been required to be innovative because it is an in-fill project. There are different existing uses surrounding the project. The older single-family community toward the rear of the project was concerned about existing cut through traffic, impact of commercial uses and to neighboring homes and existing stormwater problems. The existing commercial use needed a means to phase into and buffer the single-family neighborhood. As a result, the project has been designed to mitigate these issues and provide a multifamily community that fits with both the single-family neighbor and the commercial neighbor.

TRAFFIC: This starts with helping to resolve traffic issues. The original plan and zoning had commercial along the entire frontage of Yonge Street. This seemed to contribute to the neighborhood traffic issue. The new, more innovative plan has created traffic patterns that will encourage all commercial traffic on Highland Avenue or traffic that was utilizing Highland to then go to Dix Avenue, to instead go through the property to get to the existing commercial. This traffic plan also prevents access from Ormond Enclave to Highland. It has also significantly reduced traffic generated by the site by replacing the unbuilt commercial area with an expansion of the multifamily area.

IMPACT TO SINGLE FAMILY NEIGHBORHOOD: The new, more innovative site design created a number of ways to reduce impacts to the single-family neighborhood. The project

acquired more property and converted the commercial area to be part of the project. This gave the room for buffer between the uses and maintaining tree preservation and stormwater as additional buffer. There is also extensive landscaping along the perimeters that will be seen by the neighbors on their way home.

STORMWATER: The project has provided for innovative and extensive stormwater management. Although the older adjoining neighborhood did not have stormwater management as part of its design, Ormond Enclave has been designed with state-of-the-art stormwater management. Less stormwater will go offsite after development than prior to development.

LOW IMPACT DEVELOPMENT DESIGN: The site utilizes several of the low impact development design criteria. First and foremost is the treatment of stormwater. The system has been designed to exceed the FDEP nutrient removal criteria for nitrogen and phosphorus reduction. A dry pre-treatment system has been incorporated into the site to capture the "first-flush" to limit nutrients from making it into the downstream water body. In addition to the dry pre-treatment component, other low impact development designs include the use of pervious concrete as well as a bio-remediation swale. A littoral planting shelf has been added around the wet detention pond for increased wetland type species and to provide a natural look around the pond.

b. Coordinated architectural design.

The proposed buildings are limited to 2 stories with a peak height less than 30 feet. The buildings include porches and balconies and other architectural features. In combination with landscaping, the designs are done in a manner to prevent line of sight between the single family and multifamily units. The proposed colors of the building are typical of light brown and beige, which blends in with the natural vegetation which is being preserved on site.

c. Open space, recreation, common areas.

The site exceeds the City's tree preservation requirements. A large area has been set aside for tree preservation along the eastern side of the property where there is existing single-family residences. A dog park is also provided that utilizes some of the larger oak trees on site for shade and as a recreation area.

Section 2-36(h)(3)

Public benefit minimums. Applications for a PBD rezoning shall provide a minimum of two (2) of the listed public benefits listed below or propose alternative public benefits which are acceptable to the city commission.

The site includes at least two of the public benefits described in Section 2-36(h)(3), and no variances are requested. One benefit is that parking is placed behind the new buildings and away from the site perimeter, including the Highland Ave. right-of-way and adjacent commercial and residential properties. Another benefit is the use of Low Impact

Development practices for stormwater, including exceeding nutrient removal requirements via dry pre-treatment and the use of pervious concrete, bioremediation swales and littoral plantings. An additional benefit not listed in Section 2-36(h)(3) is the traffic flow design that should alleviate existing traffic issues, including previous problems with u-turns on U.S. 1 and customers utilizing Highland and Dix Avenues to drive around the site to reach the commercial outparcel at the corner of U.S. 1 and Dix Avenue. Potential customers can use the driveway connection through the site from Highland Avenue to reach the business.

Section 2-36(h)(4)

- (1) The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The site complies with the previously approved PUD and does not have a density that will adversely affect the public.

- (2) The proposed development is consistent with the comprehensive plan.**

The site's residential density is consistent with the underlying Future Land Use designation.

- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including, but not limited to, waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The site features more than the required amount of tree preservation and several Low Impact Development techniques to reduce nutrient pollution.

- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties.**

The site is designed with a parking area in the center so that it is not adjacent to neighboring residential properties, reducing potential negative impacts of automobiles. As a residential use, the site will not be incompatible with adjacent residential uses, create nuisance conditions, etc.

- (5) There are adequate public facilities to serve the development, including, but not limited to, roads, sidewalks, bikepaths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

Adequate public facilities exist for the proposed residential use on-site.

- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The traffic flow design that is a part of the site should alleviate existing traffic issues including previous problems with u-turns on U.S. 1 and customers utilizing Highland and Dix Avenue to drive around the site to reach the commercial outparcel at the corner of U.S. 1 and Dix Avenue.

- (7) The proposed development is functional in the use of space and aesthetically acceptable.**

The use of space and aesthetics of the site are compatible with the surrounding development.

- (8) The proposed development provides for the safety of occupants and visitors.**

Sidewalks with crosswalks are located throughout the site for pedestrian safety.

- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The architectural design, features, and materials are consistent with or an upgrade on those of the surrounding neighborhoods.

Section 1-15(e)

In considering an application for a PBD, the planning board may recommend approval, approval with conditions, or disapproval and the city commission may base its conditions of approval or denial of the issuance of a development order on the extent to which the development offers site amenities above that normally found for permitted uses in the district with regard to the following:

- a. Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood and aesthetics. Architectural drawings shall be approved as part of the development order and adhered to in all development phases.**

The proposed buildings are limited to 2-stories with a peak height less than 30 feet. The buildings include porches and balconies and other architectural features. The proposed colors of the building are typical of light brown and beige, which blends in with the natural vegetation which is being preserved on site.

b. Landscaping and related site amenities including fountains, plazas, decks, benches and the like.

The proposed landscaping meets or exceeds the City's minimum criteria. A fountain is proposed in the lake near the northeast portion of the property. A fenced dog park is provided near the south ingress only drive aisle.

c. Mitigation of off-site impacts.

There are no off-site impacts that require mitigation.

d. Overall lighting plan, particularly in relation to aesthetics and glare reduction.

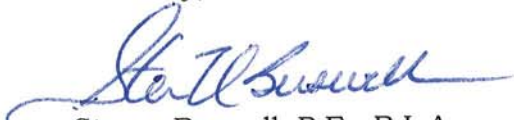
A lighting plan meeting the photometrics as required by the City will be part of the Site Plan.

e. Overall signage plans, particularly in relation to aesthetics and readability.

One monument sign consistent with the City's Land Development Code is provided along U.S. 1.

Should you have any questions or need additional information, please contact me at (386) 677-6891.

Sincerely,

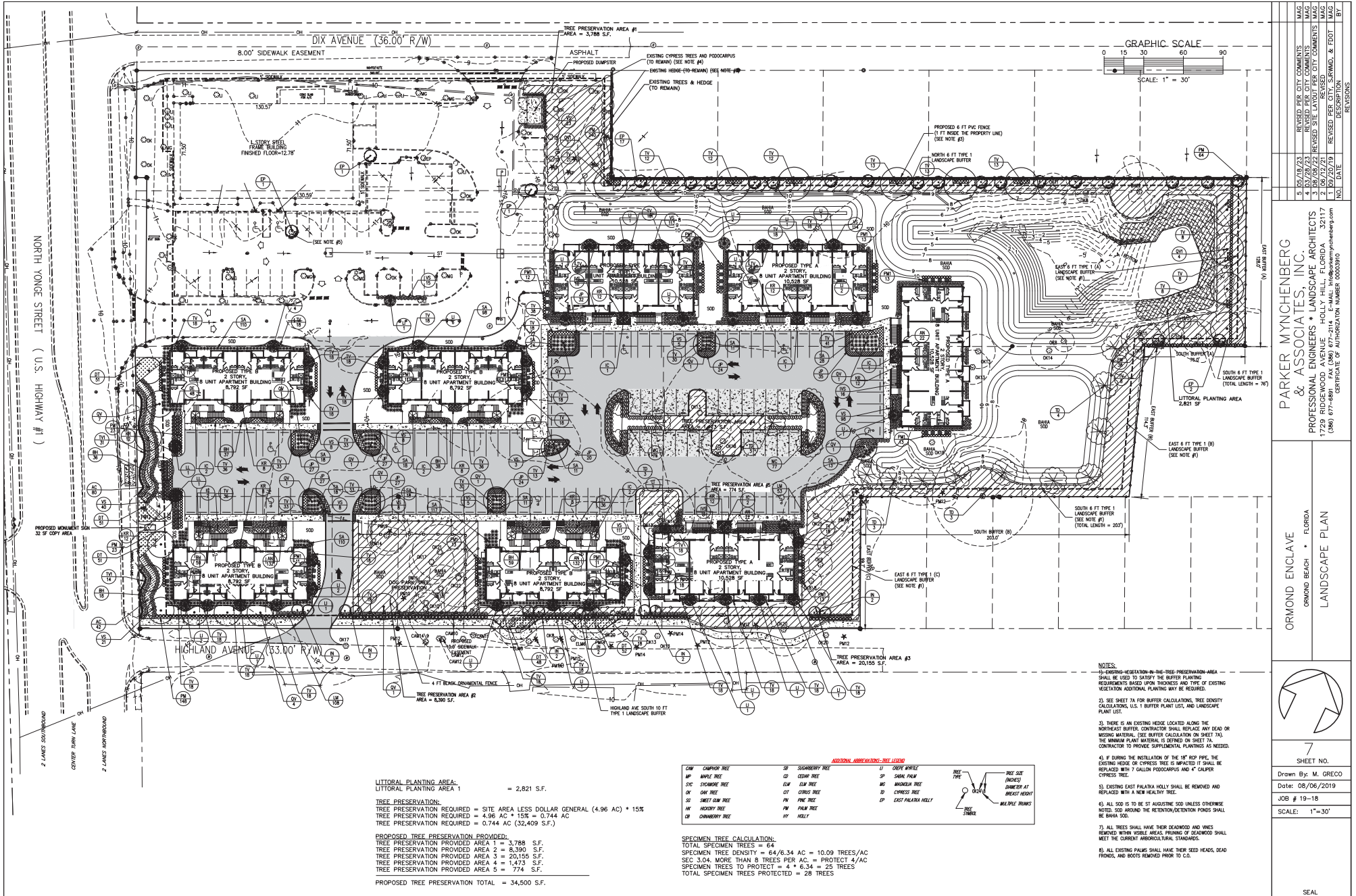


Steven Buswell, P.E., R.L.A.

SRB/kh

Page 983 of 1662

Page 989 of 1662



LITTORAL PLANTING AREA:
LITTORAL PLANTING AREA 1 = 2,821 S.F.

TREE PRESERVATION:
TREE PRESERVATION REQUIRED = SITE AREA LESS DOLLAR GENERAL (4.96 AC) * 15%
TREE PRESERVATION REQUIRED = 4.96 AC * 15% = 0.744 AC
TREE PRESERVATION REQUIRED = 0.744 AC (32,409 S.F.)

PROPOSED TREE PRESERVATION PROVIDED:
TREE PRESERVATION PROVIDED AREA 1 = 3,788 S.F.
TREE PRESERVATION PROVIDED AREA 2 = 8,990 S.F.
TREE PRESERVATION PROVIDED AREA 3 = 20,155 S.F.
TREE PRESERVATION PROVIDED AREA 4 = 1,473 S.F.
TREE PRESERVATION PROVIDED AREA 5 = 774 S.F.
PROPOSED TREE PRESERVATION TOTAL = 34,500 S.F.

ADDITIONAL ABBREVIATIONS-TREE LEGEND									
CM	CAMPION TREE	SD	SUGARBERRY TREE	LI	LOUSE WHORL				
MP	MAYO TREE	CD	CEM TREE	SP	SPIN PALM				
JTC	JACKMAN TREE	LW	LAW TREE	WE	WINDMILL TREE				
OK	OK TREE	CT	CINCH TREE	SD	SEED TREE				
SC	SWEET GUM TREE	PM	PM TREE	EP	EAST PALM TREE				
HR	HICKORY TREE	PM	PM TREE	EP	EAST PALM TREE				
CB	CONIFEROUS TREE	HY	HILLY						

SPECIMEN TREE CALCULATION:
TOTAL SPECIMEN TREES = 64
SPECIMEN TREE DENSITY = 64/6.34 AC = 10.09 TREES/AC
SEC 3.04, MORE THAN 8 TREES PER AC = PROTECT 4/AC
SPECIMEN TREES TO PROTECT = 4 * 6.34 = 25 TREES
TOTAL SPECIMEN TREES PROTECTED = 28 TREES

- NOTES:
- 1) EXISTING VEGETATION IN THE TREE PRESERVATION AREA SHALL BE USED TO DETERMINE THE BUFFER PLANTING REQUIREMENTS BASED UPON THICKNESS AND TYPE OF EXISTING VEGETATION. ADDITIONAL PLANTING MAY BE REQUIRED.
 - 2) SEE SHEET 7A FOR BUFFER CALCULATIONS, TREE DENSITY CALCULATIONS, U.S. 1 BUFFER PLANT LIST, AND LANDSCAPE PLANT LIST.
 - 3) THERE IS AN EXISTING HEDGE LOCATED ALONG THE NORTHEAST BUFFER. CONTRACTOR SHALL REPLACE AND DEAD OR MISSING MATERIAL (SEE BUFFER CALCULATION ON SHEET 7A). THE MINIMUM PLANT MATERIAL IS DERIVED ON SHEET 7A. CONTRACTOR TO PROVIDE SUPPLEMENTAL PLANTING AS NEEDED.
 - 4) IF DURING THE INSTALLATION OF THE 18" RCP PIPE, THE EXISTING HEDGE OR CYPRESS TREE IS IMPACTED IT SHALL BE REPLACED WITH 7 GALLON PODOCARPUS AND 4" CALIPER CYPRESS TREE.
 - 5) EXISTING EAST PALM TREE SHALL BE REMOVED AND REPLACED WITH A NEW HEALTHY TREE.
 - 6) ALL SOD IS TO BE ST AUGUSTINE SOD UNLESS OTHERWISE NOTED. SOD AROUND THE RETENTION/DETENTION POND SHALL BE BANIA SOD.
 - 7) ALL TREES SHALL HAVE THEIR DEADWOOD AND BRANCHES REMOVED WITHIN VISIBLE AREAS. PRUNING OF DEADWOOD SHALL MEET THE CURRENT ARBORICULTURAL STANDARDS.
 - 8) ALL EXISTING PALMS SHALL HAVE THEIR SEED HEADS, DEAD FRONDS, AND BOOTS REMOVED PRIOR TO C.O.

REVISIONS

NO.	DATE	DESCRIPTION
1	07/20/19	REVISED PER CITY, SPM, & FOOT
2	06/12/21	REVISED PER CITY COMMENTS
3	09/08/22	REVISED PER CITY COMMENTS
4	09/08/22	REVISED PER CITY COMMENTS
5	05/19/23	REVISED PER CITY COMMENTS

ORMOND ENCLAVE

ORMOND BEACH • FLORIDA

LANDSCAPE PLAN

7

SHEET NO.

Drawn By: M. GRECO

Date: 08/06/2019

JOB # 19-18

SCALE: 1"=30'

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermyncnberg.com

CERTIFICATE OF AUTHORIZATION NUMBER: 00003970

SEAL

Page 990 of 1662

OUT OF SCOPE, EXISTING TO REMAIN

BUILDING TYPE A

BUILDING TYPE B

SL-1

SL-2

SL-3

SL-4

SL-5

SL-6

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SL-94

SL-95

SL-96

SL-97

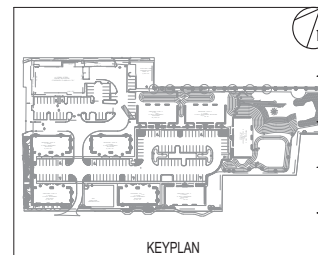
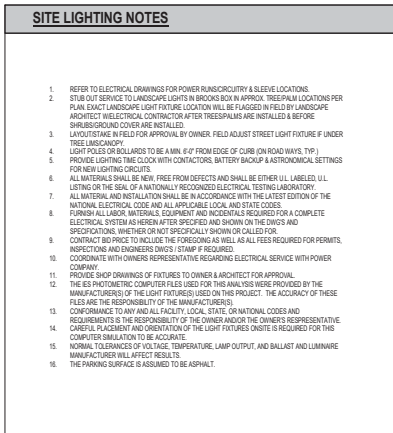
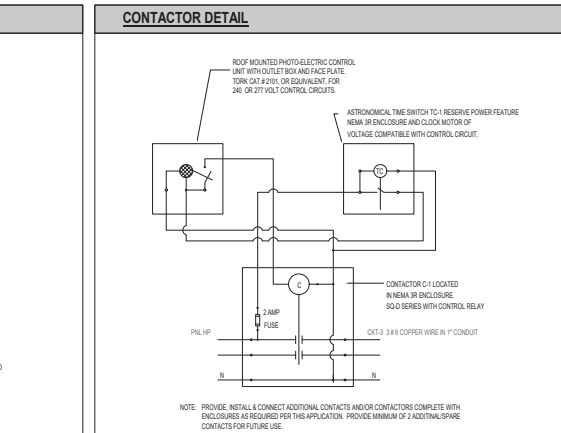
SL-98

SL-99

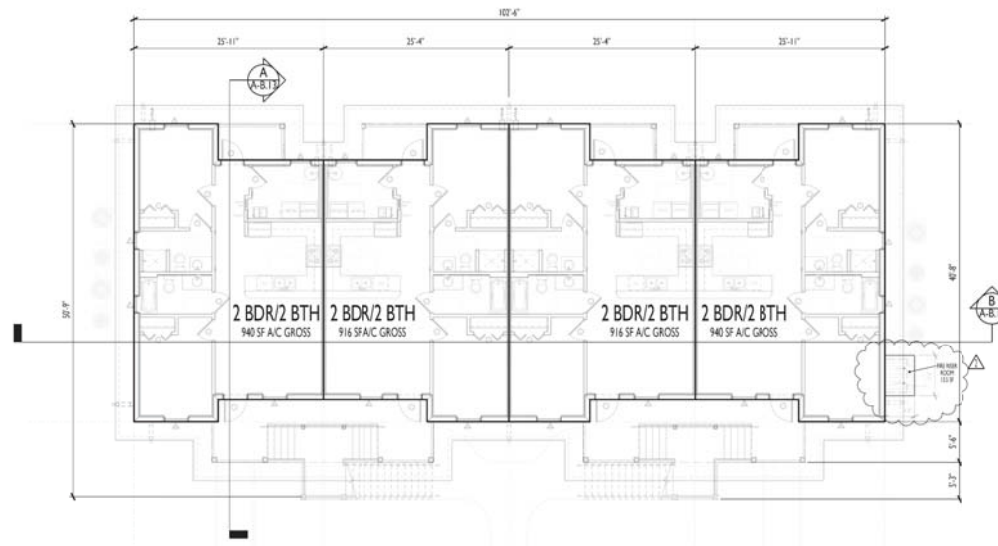
SL-100

1 01-Electrical-Site Lighting

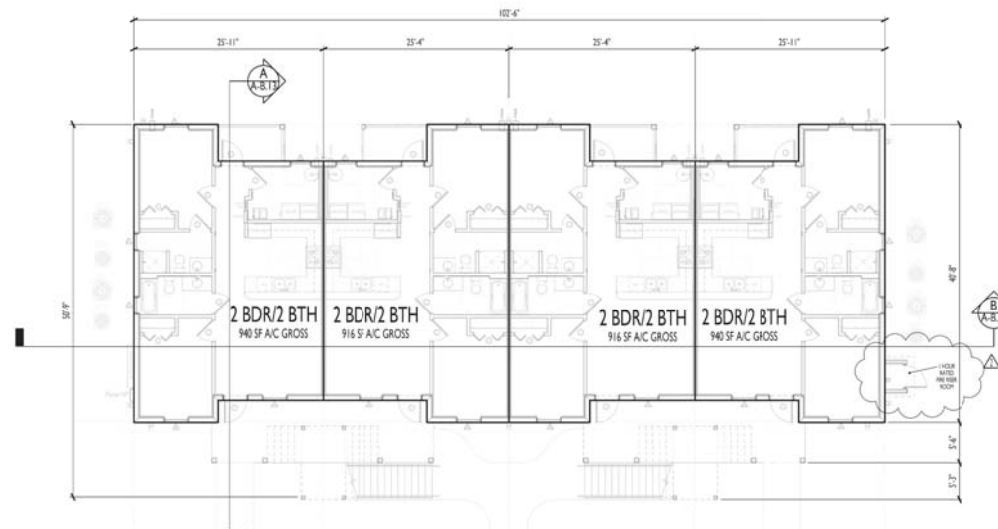
SL-1 1" = 30'-0"



REVISIONS	
2	10/02/2012 BLOG DPT. COMMENTS
 1325 S. Bentley Ave. Orlando, Florida 32806 PH (407) 888-7411 / FX (407) 886-7412 EMAIL: info@meffa.com CASH#126 MOHSEN FARAJI, P.E. #3599	
PROJECT NUMBER	
MTF19078	
ORMOND ENCLAVE - BUILDING A UNIVERSITY RESERVE STREET SERVING HAWAIIAN HERBERT CUSHMAN LANE, 1625 AKA FOREST HAVEN, ORLANDO DESIGN P.E. #2074 PH: 385-19008 PROJECT LOCATION: 183 NORTH TOWNS STREET, ORLANDO DESIGN P.E. #2074 GENERAL CONTRACTOR TO BE DETERMINED	
BPE DESIGN INCORPORATED ARCHITECTURE, DESIGN & DRAWING SERVICES A.A.# 00001816 BRANFAN FREDEY ASSOC. AIA PROJECT MANAGER DALLAS & PEACOCK, AIA ARCHITECT P.E.# 0000769 207 FARMVIEW HIGHLAND DAYTONA BEACH FL 32114 PH: (386) 257-4022 / FX: (386) 257-4020 E-MAIL: info@bpeinc.com / www.BPEinc.com SITE LIGHTING DATE: 07/19/2019 SCALE: AS SHOWN ARCHITECTS' ENGINEERS SEAL SHT NO. S.L.-1	



SECOND FLOOR OVERALL PLAN
SCALE: 1/8" = 1'-0"



FIRST FLOOR OVERALL PLAN
SCALE: 1/8" = 1'-0"

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022

BLDG. B. UNIT TABLE	
FLOOR	2BDR/2 BTH
LEVEL 1	4
LEVEL 2	4
TOTALS	8
8 UNITS PER BUILDING	

GROSS SF TABLE				
LEVEL 1				
# OF UNITS FLOOR	GROSS SF UNIT (A/C)	GROSS SF UNIT (NON-A/C)	TOTAL SF FLOOR	
2 BDR/2 BTH INT. UNITS (B102 + B103)	2	916 SF	45 SF	1,922 SF
2 BDR/2 BTH END UNITS (B101 + B104)	2	940 SF	45 SF	1,970 SF
SHARED PORCH	2	N/A	252 SF	504 SF
TOTAL SF A/C LEVEL 1 =			3,712 SF	
TOTAL SF NON-A/C LEVEL 1 =			684 SF	
TOTAL GROSS SF LEVEL 1 =			4,396 SF	

LEVEL 2				
# OF UNITS FLOOR	GROSS SF UNIT (A/C)	GROSS SF UNIT (NON-A/C)	TOTAL SF FLOOR	
2 BDR/2 BTH INT. UNITS (B102 + B103)	2	916 SF	45 SF	1,922 SF
2 BDR/2 BTH END UNITS (B101 + B104)	2	940 SF	45 SF	1,970 SF
SHARED PORCH	2	N/A	252 SF	504 SF
TOTAL SF A/C LEVEL 2 =			3,712 SF	
TOTAL SF NON-A/C LEVEL 2 =			684 SF	
TOTAL GROSS SF LEVEL 2 =			4,396 SF	

GROSS SF TABLE	
TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF

GENERAL NOTES:
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICES LOCATIONS.
ALL ROOM FLOOR COVERS WITHIN THE BUILDING SHALL BE 2" MIN. VAND. LOAD.
OF THE FLORIDA BUILDING CODE SECT. 1609 - 1/8" MIN. VAND. LOAD.
AND THE FLOORING CONTRACTOR SHALL VERIFY THE BUILDING CONTRACTOR.
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET TBL.
THE BUILDING RISK CATEGORY IS "B".
INTERNAL PRESSURE COEFFICIENT IS "+/- 0.18" IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SAWYER, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
#AA 2001708
BRYAN P. PRELZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PEACOCK, AIA, ARCHITECT
#AA 0007018
337 HARBORVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0322, TX: (386) 257-8022
E-MAIL: bprelzer@bpegroup.com, pprelzer@bpegroup.com

OVERALL UNIT PLAN (BLDG. B)
DATE: NOVEMBER 1, 2021
SCALE: 1/8" = 1'-0"
SHEET NO. A-B.3

ARCHITECT'S / ENGINEER'S SEAL

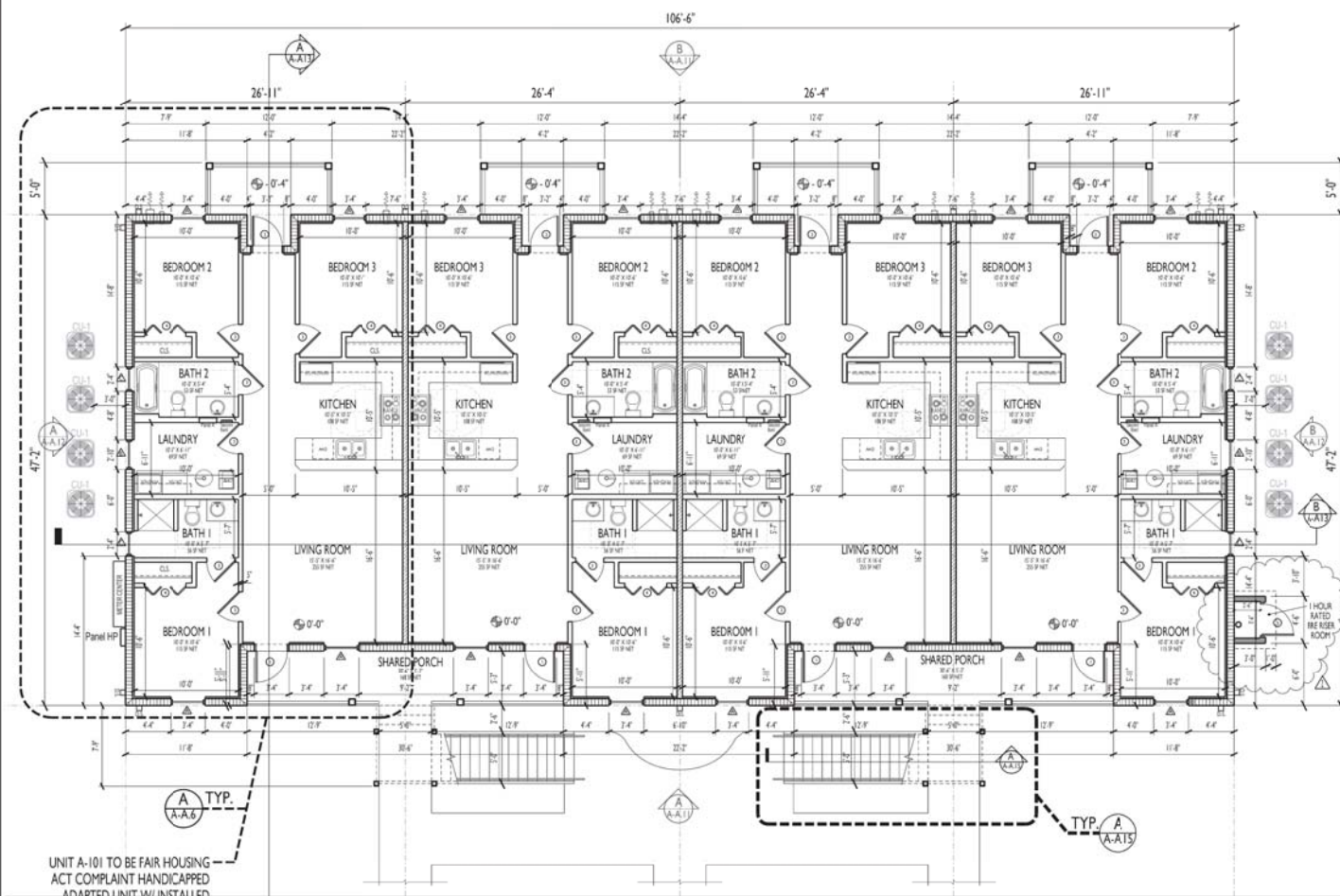


11/27/2021 10:10 AM

11/27/2021 10:10 AM

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022



UNIT A-101 TO BE FAIR HOUSING
ACT COMPLAINT HANDICAPPED
ADAPTED UNIT W/ INSTALLED
MOBILITY FEATURES IN
BEDROOM # 1.

H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE HC ADAPTABLE = 4 UNITS
2. UNIT A101 TO BE FAIR HOUSING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM # 1.

WALL LEGEND:

- 1 1 HR (60 MIN) RATED EXTERIOR 8" CMU WALL
UL U90S - LOAD BEARING WALL (FIRST & SECOND FLOOR)
- 1A 1 HR (60 MIN) UL V340 ASSEMBLY - EXT. BEARING WALL
WOOD FRAME WALL - FIRE RISER ROOM
- 2 1-HOUR RATED INTERIOR BEARING WALL UL U34;
R-19 INSULATION
DRAFTSTOP ABOVE AND INLINE INSIDE FLOOR/CEILING SPACE
- 3 NON RATED INTERIOR NON-BEARING WALL; R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET UL-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS NOTED OTHERWISE.

GROSS SF TABLE

LEVEL 1				
# OF UNITS	ROOM	GROSS SF UNIT AREA	GROSS SF UNIT PORCHES	TOTAL SF FLOOR
3 BDR	3 BDR UNIT	1,110 SF	72.5 SF	2,465 SF
3 BDR	3 BDR UNIT	1,177 SF	72.5 SF	2,499 SF
2	SHARED PORCH	N/A	160 SF	320 SF
TOTAL SF A/C LEVEL 1 =				4,654 SF
TOTAL SF NON- A/C LEVEL 1 =				610 SF
TOTAL GROSS SF LEVEL 1 =				5,264 SF

GROSS SF TABLE

TOTAL GROSS SF LEVEL 1 =	5,264 SF
TOTAL GROSS SF LEVEL 2 =	5,264 SF
TOTAL BUILDING GROSS SF =	10,528 SF

GENERAL NOTES:
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, PLUMBING, MECHANICAL & GAS SERVICE LOCATIONS
ALL WORK MUST COMPLY WITH THE 2017 FBC (WITH SUPPLEMENTARY 17)
OF THE FLORIDA BUILDING CODE (SECTION 1609 - 1/8" MIN VIBRO LOAD)
AND THE FLORIDA ACCIDENTAL CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET T-10
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.18 IN ACCORDANCE WITH ASCE 7-16
ALL GLAZING IS TO BE NON IMPACT RESISTANT

ENLARGED FIRST FLOOR PLAN
BLDG TYPE A SCALE: 3/16" = 1'-0"

ORMOND ENCLAVE - BUILDING A

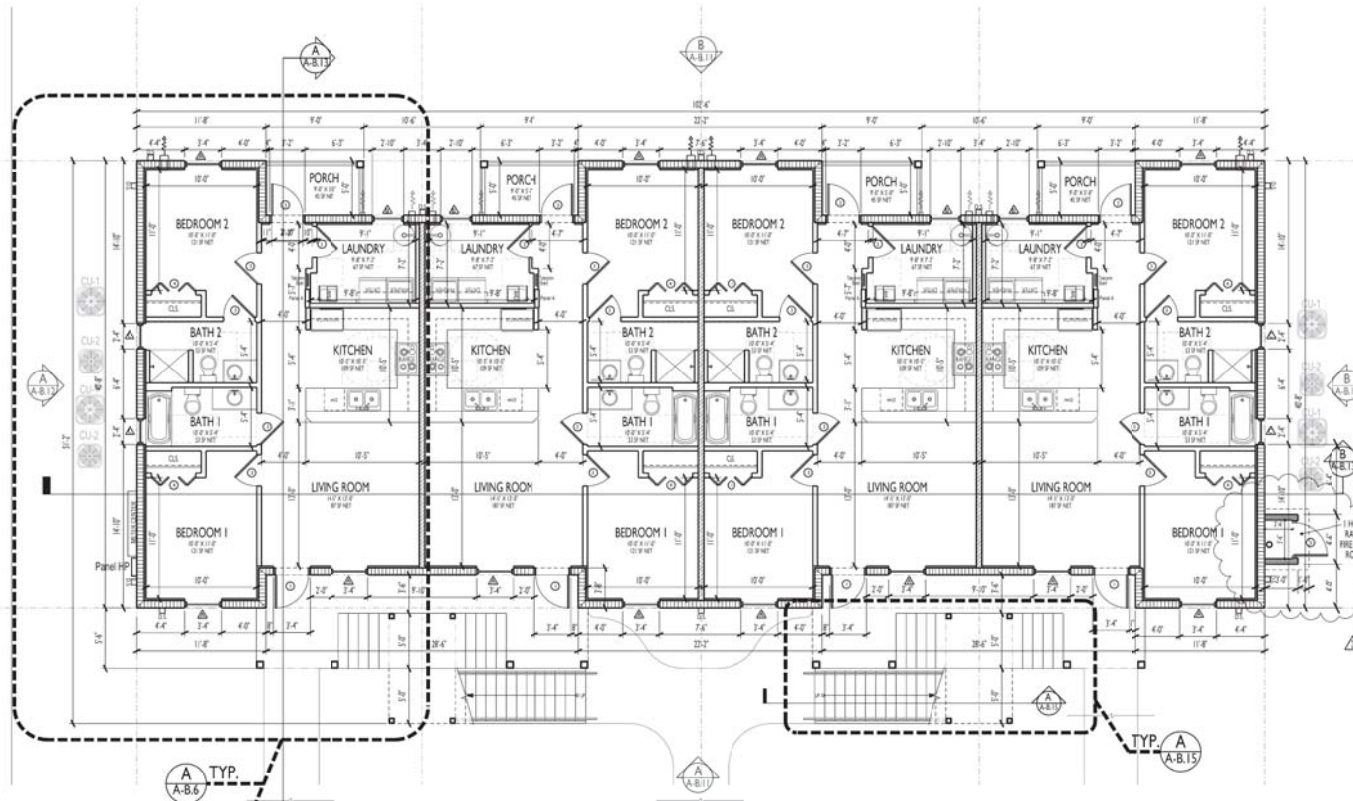
OWNER/DEVELOPER: STEVE SWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AA 2003-08
BRYAN P. PRELDER, ASSOC. AIA, PROJECT MANAGER
DALLAS R. PACCOL, AIA, ARCHITECT
AA 000709
337 HARKNESS AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 577-0525, TX: (386) 577-602
E-MAIL: bpreldey@bpegroup.com, ppaccol@bpegroup.com

BLDG TYPE A- FIRST FLOOR
DATE: NOVEMBER 9, 2022
SCALE: 3/16" = 1'-0" SHEET NO. A-1
ARCHITECT'S / ENGINEER'S SEAL

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022



UNIT B-101 TO BE FAIR HOUSING
ACT COMPLAINT HANDICAPPED
ADAPTED UNIT W/ INSTALLED
MOBILITY FEATURES IN
BEDROOM #2.

ENLARGED FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE HC ADAPTABLE = 4 UNITS
2. UNIT B101 TO BE FAIR HOUSING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM # 2.

WALL LEGEND:

- 1 1 HR (60 MIN) RATED EXTERIOR 8" CMU WALL
UL U905 - LOAD BEARING WALL (FIRST & SECOND FLOOR)
- 1A 1 HR (60 MIN) UL V340 ASSEMBLY - EXT. BEARING WALL
WOOD FRAME WALL - FIRE RISER ROOM
- 2 1-HOUR RATED INTERIOR BEARING WALL UL U344;
R-19 INSULATION
DRAFTSTOP ABOVE AND INLINE INSIDE FLOOR/CEILING SPACE
- 3 NON RATED INTERIOR NON-BEARING WALL; R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET UL-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS
NOTED OTHERWISE.

GROSS SF TABLE				
LEVEL 1				
# OF UNITS	GROSS SF UNIT AREA	GROSS SF UNIT PORCH AREA	TOTAL SF	
2 BDR 2 BATH END UNITS (B-102 & B-103)	2	918 SF	45 SF	1,952 SF
2 BDR 2 BATH END UNITS (B-101 & B-104)	2	940 SF	45 SF	1,950 SF
SHARED PORCH	2	N/A	253 SF	504 SF
TOTAL SF A/C LEVEL 1 =				3,712 SF
TOTAL SF NON- A/C LEVEL 1 =				684 SF
TOTAL GROSS SF LEVEL 1 =				4,396 SF

GROSS SF TABLE				
TOTAL GROSS SF LEVEL 1 =				
				4,396 SF
TOTAL GROSS SF LEVEL 2 =				4,396 SF
TOTAL BUILDING GROSS SF =				8,792 SF

GENERAL NOTES:
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICES LOCATIONS
ALL WORK MUST COMPLY WITH THE 2021 FPLS (SECTION 900-00000) OF THE FLORIDA BUILDING CODE (SECTION 900-00000) AND THE 2021 FPLS (SECTION 900-00000) OF THE FLORIDA BUILDING CODE (SECTION 900-00000).
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10.
THE BUILDING RES. CATEGORY IS "B".
INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SAWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AIA 2000-08
BRIAN P. FREZZO, ASSOC. AIA, PROJECT MANAGER
DALIA K. PRACCOLO, AIA, ARCHITECT
AIA 2000-08
337 HARKEN AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 572-0521, TX: (386) 572-6021
E-MAIL: bpfdesign@bpfdesign.com, bpfdesign.com

BLDG TYPE B- FIRST FLOOR

DATE: NOVEMBER 9, 2022
SCALE: 3/16" = 1'-0"
SHEET NO. A-B.4
ARCHITECT'S / ENGINEER'S SEAL



OWNER/DEVELOPER: STEK SEWING; MANAGING MEMBER: CST HOLDINGS, LLC, 1205 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 15 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN & DRAWING SERVICES
AA 26001100
BRIAN P. FRIEDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS & PEACOCK, AIA, ARCHITECT
AR 0029756
207 FAIRVIEW AVENUE, DARTMOUTH BEACH, RI 02841
PH (508) 257-0522 FX (508) 257-850
E-MAIL bfriedley@bpfdesign.com WWW.BPFDESIGN.COM

BLDG TYPE-B- FIRST FLOOR

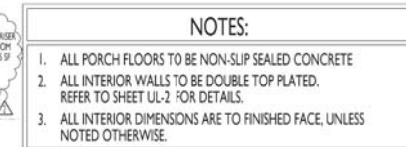
DATE: NOVEMBER 19, 2023

SCALE: 3/16"=1'-0"

SHT NO. A-B.5

1 2 3 4 5 6 7 8 9 10 11 12

ARCHITECT'S / ENGINEER'S SEAL



GROSS SF TABLE				
	LEVEL 1		LEVEL 2	
	W/STP FLOOR	GRACE UNIT (N/A)	GRACE UNIT (N/A)	TOTAL GROSS
2'8"X12'8" INT. LINITS	2	914 SF	43 SF	1,832 SF
2'8"X12'8" END LINITS	2	940 SF	43 SF	1,870 SF
2'8"X12'8" END LINITS	2	940 SF	43 SF	1,870 SF
SHARED PORCH	2	N/A	252 SF	504 SF
TOTAL SF AC LEVEL 1 =				3,712 SF
TOTAL SF NON-AC LEVEL 2 =				684 SF
TOTAL GROSS LEVEL 2 =				4,396 SF

GROSS SF TABLE	
TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF

GENERAL NOTES

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, PLUMB, SEWER AND GAS SERVICE LOCATIONS.

ALL WORK MUST COMPLY WITH THE 2020 (FTH. EDITION) EXPOSURE "C" OF THE 2018 INTERNATIONAL BUILDING CODE SECTION 1609 (MIN. WIND LOAD) AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGES AS SPECIFIED ON SHEET 15.

THE BUILDING RISK CATEGORY IS "B".

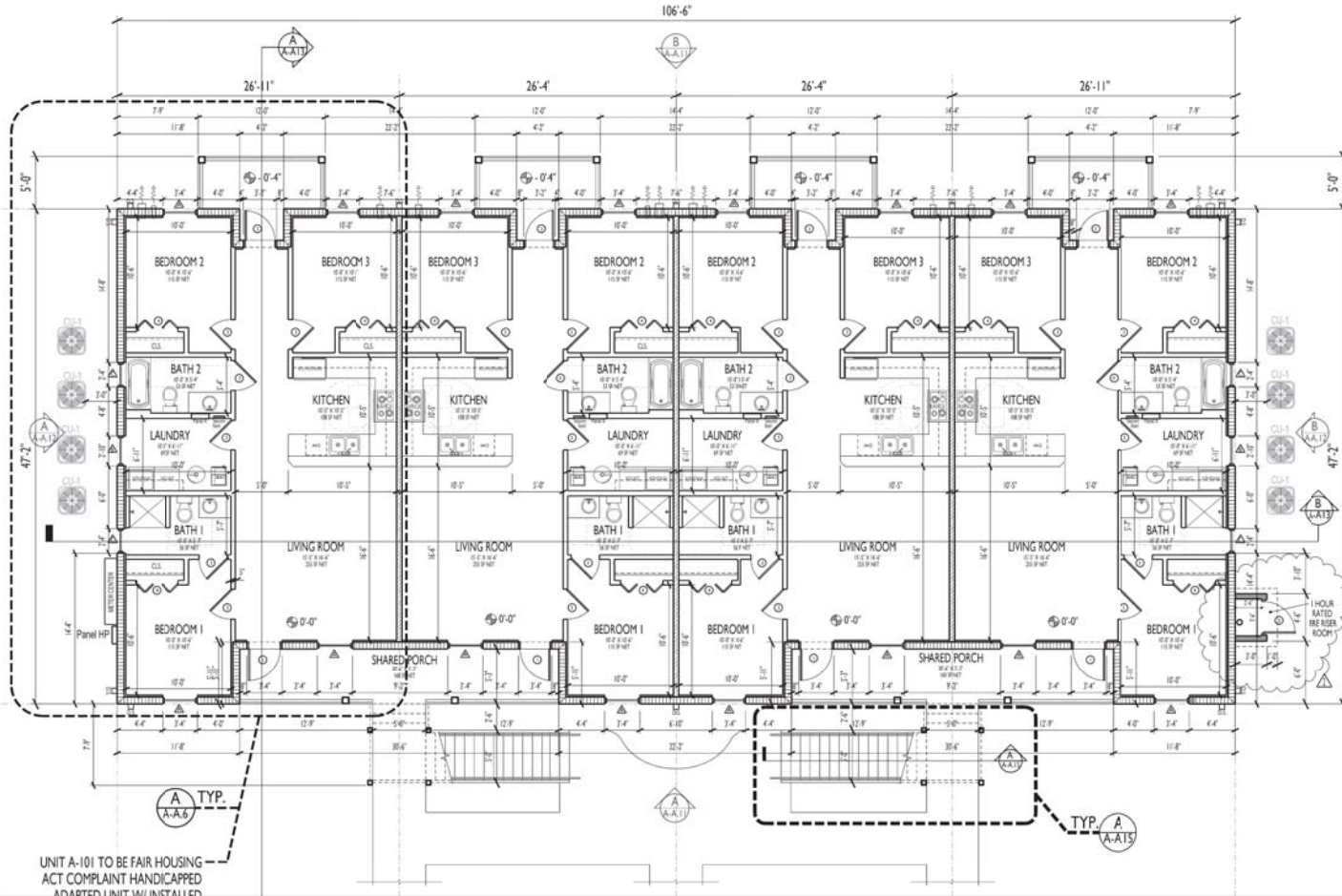
INTERPENETRATION COEFFICIENT IS ≤ 0.10 (IN ACCORDANCE WITH ASCE 7-16).

ALL GLAZING IS TO BE NON IMPACT RESISTANT.

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PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 1/10/2021
CITY COMMENTS, 7/22/2021



UNIT A-101 TO BE FAIR HOUSING
ACT COMPLAINT HANDICAPPED
ADAPTED UNIT W/ INSTALLED
MOBILITY FEATURES IN
BEDROOM # 1.

H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE HC ADAPTABLE = 4 UNITS
2. UNIT A101 TO BE FAIR HOUSING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM # 1.

WALL LEGEND:

- 1 1 HR (60 MIN) RATED EXTERIOR 8" CMU WALL
UL U90S - LOAD BEARING WALL (FIRST & SECOND FLOOR)
- 1A 1 HR (60 MIN) UL V340 ASSEMBLY - EXT. BEARING WALL
WOOD FRAME WALL - FIRE RISER ROOM
- 2 1-HOUR RATED INTERIOR BEARING WALL UL U34;
R-19 INSULATION,
DRAFTSTOP ABOVE AND INLINE INSIDE FLOOR/CEILING SPACE
- 3 NON RATED INTERIOR NON-BEARING WALL; R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET UL-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS
NOTED OTHERWISE.

GROSS SF TABLE

LEVEL 1				
# OF UNITS	ROOM	GROSS SF UNIT AREA	GROSS SF UNIT PORCHES	TOTAL SF FLOOR
3 BDR, 2 BTH	UNIT	1,110 SF	72.5 SF	2,465 SF
3 BDR, 2 BTH	END UNIT	1,177 SF	72.5 SF	2,499 SF
2	SHARED PORCH	N/A	160 SF	320 SF
TOTAL SF A/C LEVEL 1 =		4,654 SF		
TOTAL SF NON- A/C LEVEL 1 =		610 SF		
TOTAL GROSS SF LEVEL 1 =		5,264 SF		

GROSS SF TABLE

TOTAL GROSS SF LEVEL 1 =	5,264 SF
TOTAL GROSS SF LEVEL 2 =	5,264 SF
TOTAL BUILDING GROSS SF =	10,528 SF

GENERAL NOTES
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, PLUMBING, MECHANICAL & GAS SERVICE LOCATIONS
ALL WORK MUST COMPLY WITH THE 2017 FBC (SECTION 5000.00) & ALL
OF THE FLORIDA BUILDING CODE (SECTION 5000 - 1/31/19) MIN VIND. LOAD
AND THE FLORIDA ACCIDENTAL DAMAGE CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET T-10.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.18 IN ACCORDANCE WITH ASCE 7-16
ALL GLAZING IS TO BE NON IMPACT RESISTANT

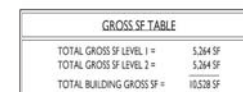
ENLARGED FIRST FLOOR PLAN
BLDG TYPE A SCALE: 3/16" = 1'-0"

ORMOND ENCLAVE - BUILDING A

OWNER/DEVELOPER: STEVE SEWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AA 2003 08
BRYAN P. FREZZER, ASSOC. AIA, PROJECT MANAGER
DALLAS R. PIZZOLLO, AIA, ARCHITECT
AA 000708
337 HARBORVIEW AVENUE, CAUTIONARY, FL 32114
PH: (386) 527-0525, TX: (386) 527-602
E-MAIL: bpfdesign@bpfdesign.com, PIZZO@bpfdesign.com

BLDG TYPE A- FIRST FLOOR
DATE: NOVEMBER 1, 2021
SCALE: 3/16" = 1'-0" SHEET NO. A-1
ARCHITECT'S / ENGINEER'S SEAL



GENERAL NOTES

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.

ALL WORK MUST COMPLY WITH THE 2020 IFWC EDITION (EXPOSURE OF THE FLORIDA BUILDING CODE SECT. 609.12) NPA HANG LOAD, AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.

ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE AS SPECIFIED ON SHEET TBL.

THE BUILDING RISK CATEGORY IS "I".

INTERNA/PRESSURE COEFFICIENT IS "+.0.18" IN ACCORDANCE WITH ALL GLAZING IS TO BE NON IMPACT ASSISTANT.

ARCHITECT'S / ENGINEER'S SEAL



B
A-A11 REAR ELEVATION
TYPE A BLDG. SCALE: 3/16" = 1'-0"



A
A-A11 FRONT ELEVATION
TYPE A BLDG. SCALE: 3/16" = 1'-0"

SIGNAGE NOTES
* MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMIT AND TO MEET LDC REQUIREMENTS.

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. A TYP.

BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 701 - PEA TAN
2. BUILDING WALLS 1	BOARDS & BATTEN CEMENT SIDING	SW 701 - PEA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 701 - ROW HOUSE TAN
4. TREMBANDS/BRACKETS	CEMENT FOAM OR WOOD PRODUCTS	SW 713 - WHITE TAIL
5. ROOF	STANDING SEAM MET. ROOF	MANUF. SLUR
6. DOOR/WINDOW FRAME	WIND ALUM. INSULATED	FACTORY WHITE
7. DOOR/WINDOW TREMBANDING	CEMENT PRODUCTS	SW 713 - WHITE TAIL
8. RAILING	STEEL - RIMED AND PAINTED	PATCH TO BUILDING COLOR
9. PA. VETTEL FINISH BOX AND ALL WALL MOUNTED EQUIP.	STANDARD	PATCH TO BUILDING COLOR
10. GUTTERS & DOWNPOUTS	FACTORY PVC	FACTORY WHITE
11. COLUMNS	STEEL - RIMED AND PAINTED	SW 713 - WHITE TAIL
12. STAIRS	STEEL - RIMED AND PAINTED	PATCH TO BUILDING COLOR

ARCHITECTURAL STYLE: NEO-ECLECTIC

- NEO-ECLECTIC STYLE ATTRIBUTES:**
- 1. ATTRIBUTES TO 1. GABLE & 1/2-HIPPED ROOFS
 - 2. ATTRIBUTES TO 2. CORNER BALCONIES & PORCHES
 - 3. ATTRIBUTES TO 3. OVERHANG
 - 4. VARIATION IN ROOF HEIGHT
 - 5. ATTRIBUTES TO 5. PROJECTIONS AND RECESSED SECTIONS
 - 6. ATTRIBUTES TO 6. EXTERIOR MATERIALS (STUCCO, SIDING, BOARDS & BATTEN CEMENT SIDING, CEMENT LAP SIDING)
 - 7. ATTRIBUTES TO 7. STANDING SEAM MET. ROOF
 - 8. ATTRIBUTES TO 8. WINDOWS ON ALL EXTERIOR FACADES W/ TOP AND SIDING FRAMING FINISH
 - 9. ATTRIBUTES TO 9. RAILING AND STAIRS
 - 10. ATTRIBUTES TO 10. PREDOMINANT EXTERIOR COLOR SHALL BE (BATH TONES AND NEUTRALS). OTHER COLORS INCLUDING WHITE SHALL BE USED AS ACCENT COLOR AND TO NOT EXCEED 20% ON ONE ELEVATION.
 - 11. ATTRIBUTES TO 11. ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & SHADING

GENERAL NOTES
ALL GENERAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS, ALL WORK MUST COMPLY WITH THE 2018 FPLS (SECTION 500-00000) OF THE FLORIDA BUILDING CODE SECT. 5000 - 1/8" PER VAND. LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET 101. THE BUILDING RISK CATEGORY IS "1" INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16. ALL GLAZING IS TO BE NON IMPACT RESISTANT.

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 1/10/2021
CITY COMMENTS, 7/22/2022

ORMOND ENCLAVE - BUILDING A

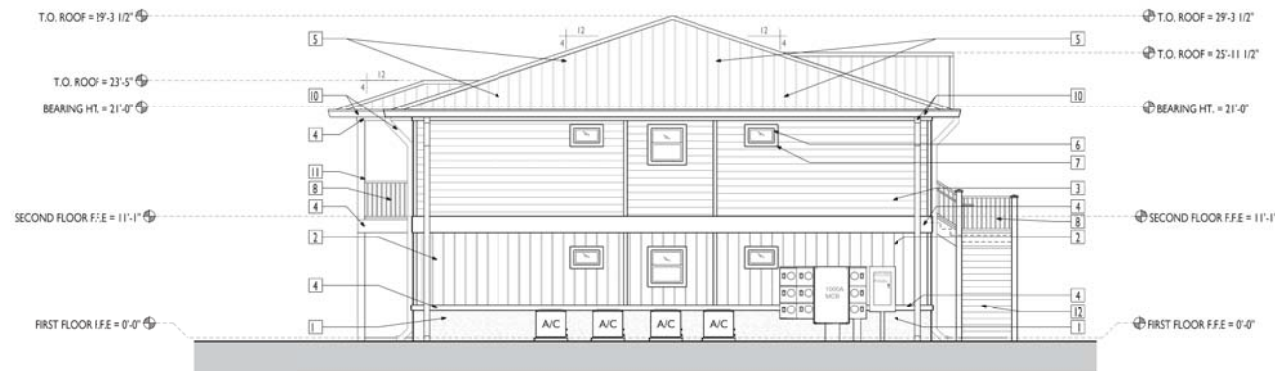
OWNER/DEVELOPER: STERE SCUMM; MANAGING MEMBER: CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YOUNG STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AIA 2000-108
BRYAN P. FREEDER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PRACCOLO, AIA, ARCHITECT
AIA 0007014
337 HARKEN AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 527-0342, TX: (386) 527-802
E-MAIL: bfreeder@bpegroup.com, ppraccolo@bpegroup.com

PROPOSED ELEVATIONS
DATE: NOVEMBER 1, 2022
SCALE: 3/16" = 1'-0"
SHEET NO. A-A11
ARCHITECT'S / ENGINEER'S SEAL



B SIDE ELEVATION
A-A12 TYPE A BLDG. SCALE: 3/16" = 1'-0"



A SIDE ELEVATION
A-A12 TYPE A BLDG. SCALE: 3/16" = 1'-0"

SIGNAGE NOTES

* MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LDC REQUIREMENTS

GENERAL NOTES

ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS. ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK SHALL COMPLY WITH THE 2017 FPLS DESIGN SPECIFICATIONS (73) OF THE FLORIDA BUILDING CODE (FBC) 2017 (1/18) WITH VAND LGA. AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10. THE BUILDING RISK CATEGORY IS "1". INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16. ALL GLAZING IS TO BE NON IMPACT RESISTANT.

DESIGNED BY: BPF

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022

ORMOND ENCLAVE - BUILDING A

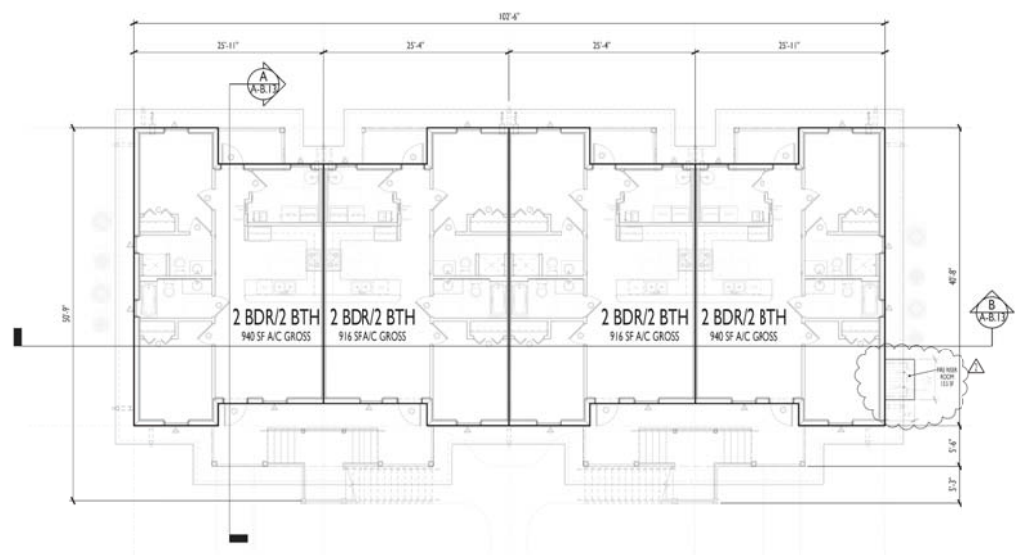
OWNER/DEVELOPER: STEVE SEWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
A-A12 2021.08
BRYAN P. FREZZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & FRACCOLA, AIA, ARCHITECT
A-A12 2021.08
337 HARKER AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0421, TX: (386) 257-8021
E-MAIL: bpfdesign@bpfdesign.com, PMS@bpfdesign.com

PROPOSED ELEVATIONS
DATE: NOVEMBER 9, 2021
SCALE: 3/16" = 1'-0"
SHEET NO. A-A12
ARCHITECT'S & ENGINEER'S SEAL

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1, 11/10/2021	
CITY COMMENTS, 7/22/2022	



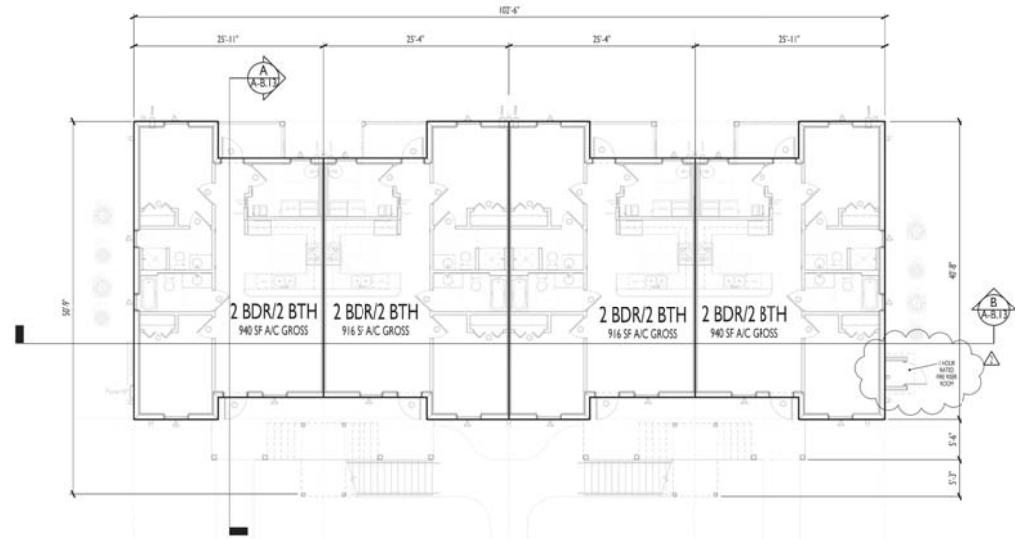
SECOND FLOOR OVERALL PLAN
SCALE: 1/8" = 1'-0"

BLDG. B. UNIT TABLE	
FLOOR	2BDR/2 BTH
LEVEL 1	4
LEVEL 2	4
TOTALS	8
8 UNITS PER BUILDING	

GROSS SF TABLE				
LEVEL 1				
# OF UNITS/FLOOR	GROSS SF UNIT (A/C)	GROSS SF UNIT (NON-A/C)	TOTAL SF FLOOR	
2 BDR/2 BTH INT. UNITS (B102 + B103)	2	916 SF	45 SF	1,922 SF
2 BDR/2 BTH END UNITS (B101 + B104)	2	940 SF	45 SF	1,970 SF
SHARED PORCH	2	N/A	252 SF	504 SF
TOTAL SF A/C LEVEL 1 =			3,712 SF	
TOTAL SF NON-A/C LEVEL 1 =			684 SF	
TOTAL GROSS SF LEVEL 1 =			4,396 SF	

LEVEL 2				
# OF UNITS/FLOOR	GROSS SF UNIT (A/C)	GROSS SF UNIT (NON-A/C)	TOTAL SF FLOOR	
2 BDR/2 BTH INT. UNITS (B102 + B103)	2	916 SF	45 SF	1,922 SF
2 BDR/2 BTH END UNITS (B101 + B104)	2	940 SF	45 SF	1,970 SF
SHARED PORCH	2	N/A	252 SF	504 SF
TOTAL SF A/C LEVEL 2 =			3,712 SF	
TOTAL SF NON-A/C LEVEL 2 =			684 SF	
TOTAL GROSS SF LEVEL 2 =			4,396 SF	

GROSS SF TABLE	
TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF



FIRST FLOOR OVERALL PLAN
SCALE: 1/8" = 1'-0"

GENERAL NOTES
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, WATER, SEWER AND GAS SERVICES LOCATIONS.
ALL ROOM FLOOR COVERS WITHIN THE BUILDING SHALL BE 2" MIN. VIBRATION RESISTANT (VRS) OF THE FLORIDA BUILDING CODE (SECTION 1001.1.1) (1/8" MIN. VIBRATION LOAD).
AND THE BUILDING SHALL BE CONSTRUCTED TO MEET OR EXCEED DESIGN PRESSURE RANGE ALL DOORS & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE ALL UNITS ON-SITE.
THE BUILDING RISK CATEGORY IS "B" (100 MPH WIND SPEED) IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

ORMOND ENCLAVE - BUILDING B
OWNER/DEVELOPER: STEVE SAWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1225 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 125 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
ARCHITECTURE DESIGN & DRAWING SERVICES
AA 2007-08
BRYAN P. PRELZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PEACOCK, AIA, ARCHITECT
AA 000709
327 HARBORVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0262, TX: (386) 257-8022
E-MAIL: bprelzer@bpearchitect.com, pprelzer@bpearchitect.com

OVERALL UNIT PLAN (BLDG. B)
DATE: NOVEMBER 8, 2022
SCALE: 1/8" = 1'-0"
SHEET NO. A-B.3
ARCHITECT'S / ENGINEER'S SEAL



B
A-A11 REAR ELEVATION
TYPE A BLDG. SCALE: 3/16" = 1'-0"

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. A TYP.		
BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 701 - PEA TAN
2. BUILDING WALLS 1	BOARDS / BATTEN CEMENT SIDING	SW 701 - PEA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 701 - ROW HOUSE TAN
4. TRIM/BALENDERS/BRACKETS	CEMENT / FOAM OR WOOD PRODUCTS	SW 710 - WHITE TALL
5. ROOF	STANDING SEAM MET. ROOF	MANUF. SLUR
6. DOOR/WINDOW FRAME	WIND ALUM. / IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BRANDING	CEMENT PRODUCTS	SW 710 - WHITE TALL
8. RAILING	STEEL - RIMED AND PAINTED	PATCH TO BUILDING COLOR
9. PA. VETTEL FINISH BOX AND ALL WALL MOUNTED EQUIP.	STANDARD	PATCH TO BUILDING COLOR
10. GUTTERS & DOWNPOUTS	FACTORY PVC	FACTORY WHITE
11. COLUMNS	STEEL - RIMED AND PAINTED	SW 710 - WHITE TALL
12. STAIRS	STEEL - RIMED AND PAINTED	PATCH TO BUILDING COLOR



A
A-A11 FRONT ELEVATION
TYPE A BLDG. SCALE: 3/16" = 1'-0"

ARCHITECTURAL STYLE: NEO-ECLECTIC

NEO-ECLECTIC STYLE ATTRIBUTES	
1	ATTRIBUTE 10 - GABLE & 1/2-IMPED ROOFS
2	ATTRIBUTE 10 - 2 CORNER BALCONIES & PORCHES
3	ATTRIBUTE 10 - 3 OVERHANG
4	VARIATION IN ROOF HEIGHT
5	ATTRIBUTE 10 - 5 PROJECTIONS AND RECESSED SECTIONS
6	ATTRIBUTE 10 - 6 EXTERIOR MATERIALS (STUCCO, SIDING, BOARDS & BATTEN CEMENT SIDING, CEMENT LAP SIDING)
7	ATTRIBUTE 10 - 7 STANDING SEAM MET. ROOF
8	ATTRIBUTE 10 - 8 WINDOWS ON ALL EXTERIOR FACADES W/ TOP AND SANDING FRAMING FINISH
9	ATTRIBUTE 10 - 9 RAILING AND STAIRS
10	ATTRIBUTE 10 - 10 PREDOMINANT EXTERIOR COLOR SHALL BE (BATH TONES AND PASTELS). OTHER COLORS INCLUDING WHITE SHALL BE USED AS ACCENT COLOR AND TO NOT EXCEED 20% ON ONE ELEVATION.
11	ATTRIBUTE 10 - 11 ALL BUILDING FACED HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & SHADING

GENERAL NOTES
ALL GENERAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS, ALL WORK MUST COMPLY WITH THE 2018 FPLS (SECTION 50000-1000) OF THE FLORIDA BUILDING CODE SECT. 5000 - 1/8" PER VAND. LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET 101.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

SIGNAGE NOTES
* MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LDC REQUIREMENTS.

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 1/10/2021
CITY COMMENTS, 7/22/2022

ORMOND ENCLAVE - BUILDING A

OWNER/DEVELOPER: STEVE SEWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YOUNG STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AIA 2003-08
BRYAN P. FREZZO, ASSOC. AIA, PROJECT MANAGER
DALLAS & PRACCO, AIA, ARCHITECT
AIA 000704
327 HARBOR WALK, DAYTONA BEACH, FL 32114
PH: (386) 257-0342, TX: (386) 257-800
E-MAIL: bfrezzo@bpeinc.com, ppracco@bpeinc.com

PROPOSED ELEVATIONS
DATE: NOVEMBER 9, 2022
SCALE: 3/16" = 1'-0"
SHEET NO. A-A11
ARCHITECT'S / ENGINEER'S SEAL



B
A-B.1.1 REAR ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"



A
A-B.1.1 FRONT ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. B TYP.		
BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 7015 - MESA TAN
2. BUILDING WALLS 1	BOARD & BATTEN CEMENT SIDING	SW 7015 - MESA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 7015 - MESA TAN
4. TRIM/BRACKETS	CEMENT FOAM OR WOOD PRODUCTS	SW 7103 - WHITE TAIL
5. ROOF	STANDING SEAM METAL ROOF	PAVING SILVER
6. DOOR/WINDOW FRAME	VINYL ALUMINUM IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BRACKETS	CEMENT PRODUCTS	SW 7103 - WHITE TAIL
8. RAILING	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR
9. P/N, PETER, INCH BOX AND ALL WALL MOUNTED EQUIP.	STANDARD	PATCH TO BUILDING COLOR
10. GUTTERS & DOWNPOUTS	FACTORY PVC	FACTORY WHITE
11. COLUMNS	STEEL - PRIMED AND PAINTED	SW 7103 - WHITE TAIL
12. STAIRS	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR

ARCHITECTURAL STYLE-NEO-ECLECTIC

NEO-ECLECTIC STYLE ATTRIBUTES	
1	ATTRIBUTE TO 1: GABLE & 4:0-HIPPED ROOFS
2	ATTRIBUTE TO 2: COVERED BALCONIES & PORCHES
3	ATTRIBUTE TO 3: OVERHANGS
4	VARIATION ROOF HEIGHT
5	ATTRIBUTE TO 5: PROJECTIONS AND RECESSED SECTIONS
6	ATTRIBUTE TO 6: EXTERIOR MATERIALS (STUCCO BASE, BOARD & BATTEN CEMENT SIDING & CEMENT LAP SIDING)
7	ATTRIBUTE TO 7: STANDING SEAM METAL ROOF
8	ATTRIBUTE TO 8: WINDOWS ON ALL EXTERIOR FACADES W/ TOP AND BANDING TRIMMING FINISH
9	ATTRIBUTE TO 9: WALLS, CEILING AND STAIRS
10	ATTRIBUTE TO 10: MID-CONCRETE EXTERIOR COLOR SHALL BE (BATH TONE AND MATCHES)
11	OTHER COLORS INCLUDING WHITE SHALL BE USED AS ACCENT COLOR AND NOT EXCEED 25% ON ANY ONE ELEVATION
12	ATTRIBUTE TO 11: ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & BANDING

SIGNAGE NOTES
**MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LDC REQUIREMENTS.

GENERAL NOTES
ALL GENERAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS, ALL WORK SHALL COMPLY WITH THE 2018 FFLC (SECTION 100.00) OF THE FLORIDA BUILDING CODE (SECTION 100.00) AND THE FLORIDA ACCIDENTALITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022

ORMOND ENCLAVE - BUILDING B

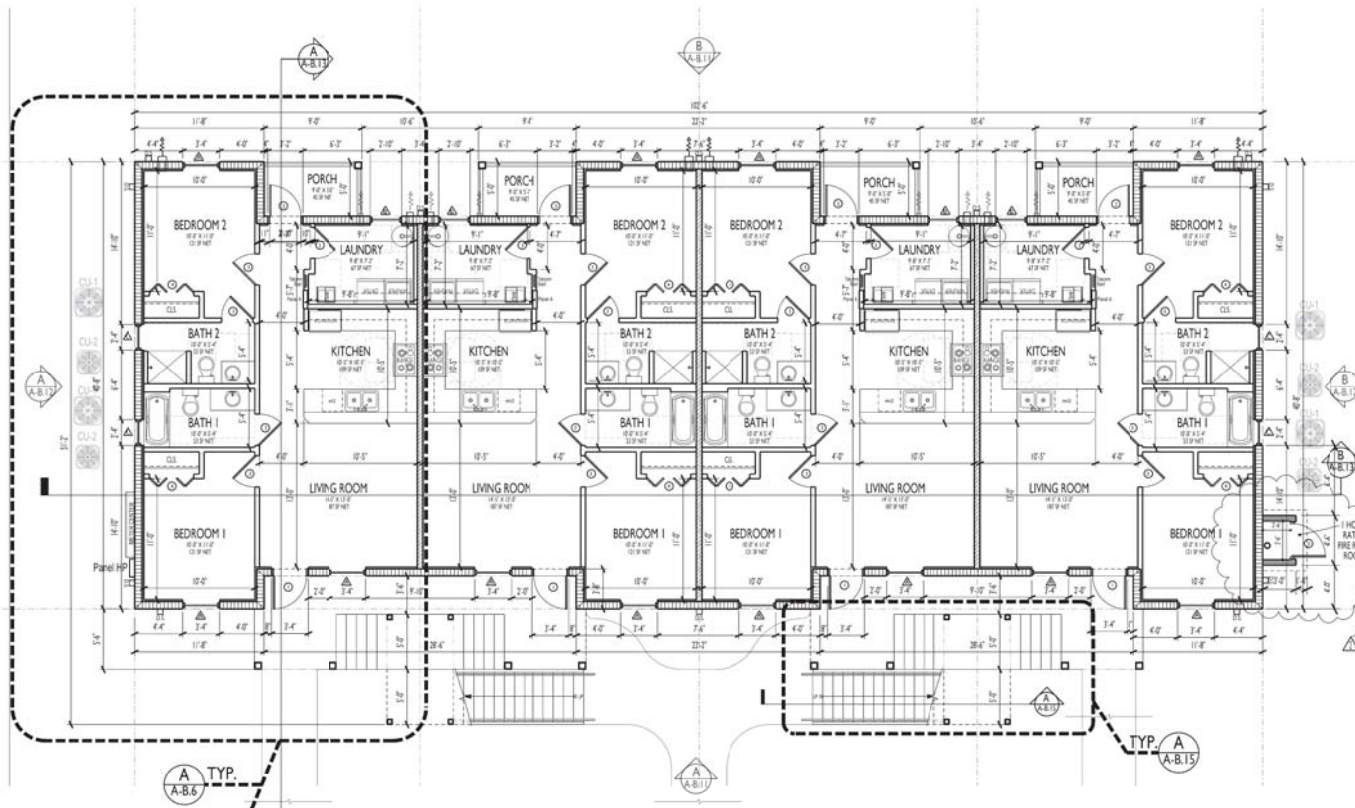
OWNER/DEVELOPER: STERLING HOLDINGS, LLC 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174 PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
#AIA 2002-08
BRYAN P. FREZZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PACCOL, AIA, ARCHITECT
#AIA 0007014
327 HARBORVIEW DRIVE, DAYTONA BEACH, FL 32114
PH: (386) 257-0500, TX: (386) 257-0502
E-MAIL: bfrezz@bpegroup.com, dpaccol@bpegroup.com

PROPOSED ELEVATIONS	
DATE: NOVEMBER 1, 2021	SHEET NO. A-B.1.1
SCALE: 3/16" = 1'-0"	
ARCHITECT'S / ENGINEER'S SEAL	

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 11/10/2021
CITY COMMENTS, 7/22/2022



UNIT B-101 TO BE FAIR HOUSING
ACT COMPLAINT HANDICAPPED
ADAPTED UNIT W/ INSTALLED
MOBILITY FEATURES IN
BEDROOM #2.

ENLARGED FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

H.C. ADAPTABILITY NOTES:

1. ALL GROUND LEVEL UNITS ARE HC ADAPTABLE = 4 UNITS
2. UNIT B101 TO BE FAIR HOUSING ACT COMPLAINT HANDICAPPED ADAPTED UNIT W/ INSTALLED MOBILITY FEATURES IN BEDROOM # 2.

WALL LEGEND:

- 1 1 HR (60 MIN) RATED EXTERIOR 8" CMU WALL
UL U905 - LOAD BEARING WALL (FIRST & SECOND FLOOR)
- 1A 1 HR (60 MIN) UL V340 ASSEMBLY - EXT. BEARING WALL
WOOD FRAME WALL - FIRE RISER ROOM
- 2 1-HOUR RATED INTERIOR BEARING WALL UL U344;
R-19 INSULATION
DRAFTSTOP ABOVE AND INLINE INSIDE FLOOR/CEILING SPACE
- 3 NON RATED INTERIOR NON-BEARING WALL; R-19 INSULATION

NOTES:

1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET UL-2 FOR DETAILS.
3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS
NOTED OTHERWISE.

GROSS SF TABLE

LEVEL 1				
# OF UNITS	UNIT AREA	COMMON AREA	TOTAL SF	
2 BDR 2 BATH END UNITS (B102 + B103)	2	918 SF	45 SF	1,952 SF
2 BDR 2 BATH END UNITS (B101 + B104)	2	940 SF	45 SF	1,925 SF
SHARED PORCH	2	N/A	253 SF	304 SF
TOTAL SF A/C LEVEL 1 =				3,712 SF
TOTAL SF NON- A/C LEVEL 1 =				684 SF
TOTAL GROSS SF LEVEL 1 =				4,396 SF

GROSS SF TABLE

TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF

GENERAL NOTES

ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS.
ELECTRICAL, PLUMBING, MECHANICAL & GAS SERVICES LOCATIONS
ALL WORK MUST COMPLY WITH THE 2021 FLA. BUILDING CONSTRUCTION (FC)
OF THE FLORIDA BUILDING CODE (FBC) - 2018 - 1/31/19 MIN VIND. LOAD
AND THE 2021 FLA. BUILDING CONSTRUCTION (FC) - 2018 - 1/31/19 MIN VIND. LOAD
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SPECIFIED ON SHEET T-10.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16
ALL GLAZING IS TO BE NON IMPACT RESISTANT

11/20/2021 P. 20/20/20/20

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SAWYER, MANAGING MEMBER, CST HOLDINGS, LLC, 1225 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 125 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AIA 2000-08
BRYAN P. PRELUE, ASSOC. AIA, PROJECT MANAGER
DALIA K. PRACCOLO, AIA, ARCHITECT
AIA 0007014
327 HARKEN AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 572-0521, TX: (386) 572-6021
E-MAIL: bprelue@bpeinc.com, ppraccolo@bpeinc.com

BLDG TYPE B - FIRST FLOOR

DATE: 10/20/21 1:30 PM
SCALE: 3/16" = 1'-0"

SHEET NO. A-B.4

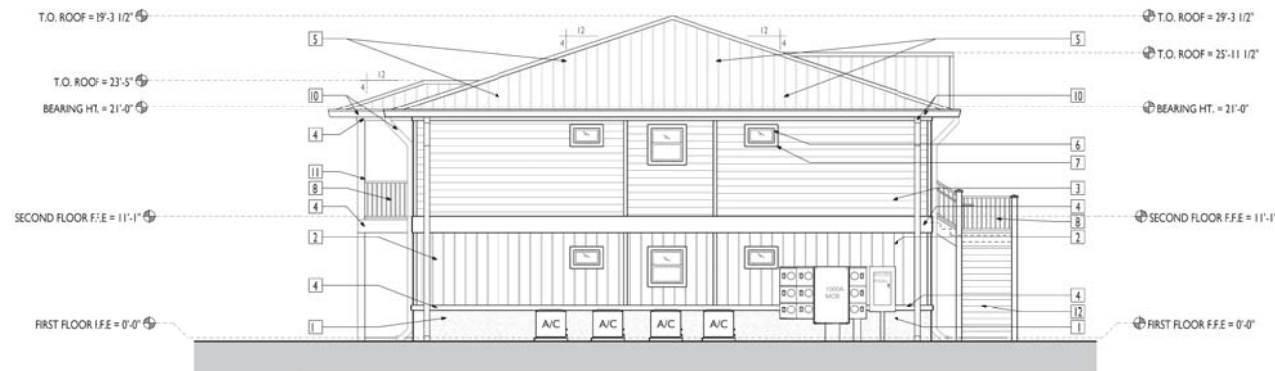
ARCHITECT'S / ENGINEER'S SEAL



11/20/2021 P. 20/20/20/20



B
A-A12
SIDE ELEVATION
TYPE A BLDG.
SCALE: 3/16" = 1'-0"



A
A-A12
SIDE ELEVATION
TYPE A BLDG.
SCALE: 3/16" = 1'-0"

SIGNAGE NOTES
* MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LDC REQUIREMENTS.

BUILDING ELEMENT	MATERIAL	COLOR SCHEDULE - BLDG. A TYP.
1. BUILDING BASE	STUCCO FINISH	SW 901 - MESA TAN
2. BUILDING WALLS 1	BOARD & BATTEN CEMENT SIDING	SW 901 - MESA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 901 - MESA TAN
4. TRIM/BRACKETS	CEMENT FISH OR WOOD PRODUCTS	SW 701 - WHITE
5. ROOF	STANDING SEAM METAL ROOF	FACTORY WHITE
6. DOOR/WINDOW FRAME	VINYL ALUMINUM IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BANDING	CEMENT PRODUCTS	SW 701 - WHITE
8. RAILING	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR
9. PLUMBING, PHONE BOX AND ALL WALL MOUNTED EQUIP.	STANDARD	PATCH TO BUILDING COLOR
10. GUTTERS & DOWNSPOUTS	FACTORY PVC	FACTORY WHITE
11. COLUMNS	STEEL - PRIMED AND PAINTED	SW 701 - WHITE
12. STAIRS	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR

ARCHITECTURAL STYLE: NEO-ECLECTIC	
NEO-ECLECTIC STYLE ATTRIBUTES:	
1	ATTRIBUTE NO. 1: GABLE & 1/2 HIPPED ROOFS
2	ATTRIBUTE NO. 2: COVERED BALCONIES & PORCHES
3	ATTRIBUTE NO. 3: OVERHANGS
4	VARIATIONS IN ROOF HEIGHT
5	ATTRIBUTE NO. 5: PROJECTIONS AND RECESSED SECTIONS
6	ATTRIBUTE NO. 6: EXTERIOR MATERIALS: STUCCO BASE, BOARD & BATTEN CEMENT SIDING & HORIZONTAL CEMENT LAP SIDING
7	ATTRIBUTE NO. 7: STANDING SEAM METAL ROOF
8	ATTRIBUTE NO. 8: WINDOWS ON ALL EXTERIOR FACES WITH TRIM AND BANDING FRAMING FINISH
9	ATTRIBUTE NO. 9: RAILING AND STAIRS
10	ATTRIBUTE NO. 10: PREDOMINANT EXTERIOR COLOR SHALL BE EARTH TONES AND PAFFELS. OTHER COLORS, INCLUDING WHITE, SHALL BE USED AS ACCENT COLOR AND TO NOT EXCEED 20% ON ANY ONE ELEVATION.
11	ATTRIBUTE NO. 11: ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & BANDING

GENERAL NOTES
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS. ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK MUST COMPLY WITH THE 2017 FPLS DESIGN SPECIFICATIONS (73) OF THE FLORIDA BUILDING CODE (SCT 609 - 1/8 IN MIN VAND. LOAD) AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10. THE BUILDING RISK CATEGORY IS "1". INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16. ALL GLAZING IS TO BE NON IMPACT RESISTANT.

PROJECT No: PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1	1/11/2021
CITY COMMENTS	7/22/2022

ORMOND ENCLAVE - BUILDING A

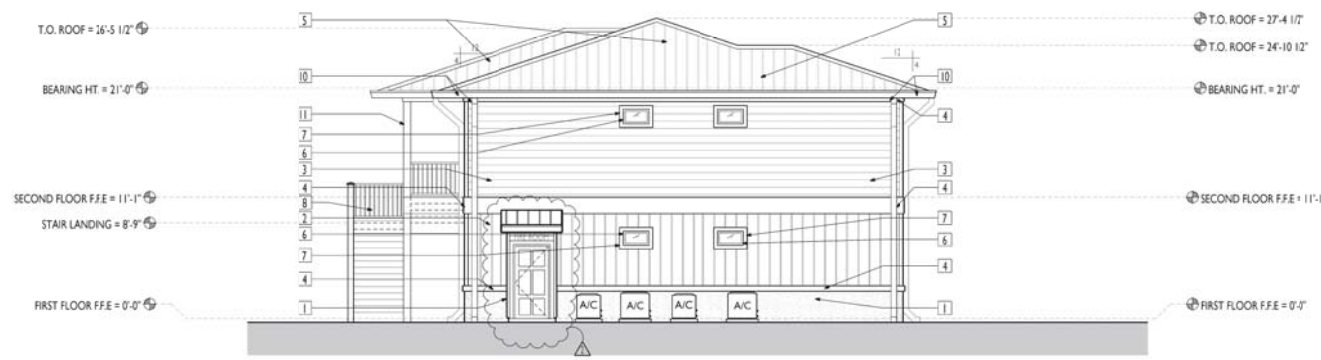
OWNER/DEVELOPER: STEVE SEWING, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AA 2001/08
BRYAN P. FREZZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & FRACCOLA, AIA, ARCHITECT
AA 000704
337 HARKER AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0421, TX: (386) 257-802
E-MAIL: bpfdesign@bpfdesign.com, PMS@bpfdesign.com

PROPOSED ELEVATIONS
DATE: NOVEMBER 9, 2022
SCALE: 3/16" = 1'-0"
SHEET NO. A-A12
ARCHITECT'S & ENGINEER'S SEAL

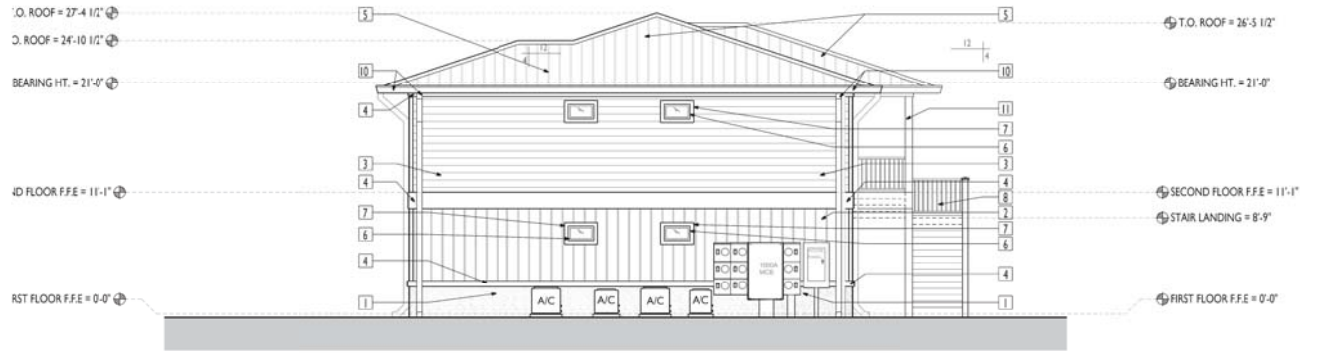
PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1, 11/10/2021	
CITY COMMENTS, 7/22/2022	



B
A-B.12 SIDE ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. B TYP.		
BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 7015 - PISA TAN
2. BUILDING WALLS 1	BOARD & BATTEN CEMENT SIDING	SW 7015 - PISA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 7015 - PISA TAN
4. TRIM/BRACKETS	CEMENT, POIN OR WOOD PRODUCTS	SW 7103 - WHITE TAIL
5. ROOF	STANDING SEAM METAL ROOF	MANE-S SILVER
6. DOOR/WINDOW FRAME	VINYL ALUMINUM IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BANDING	CEMENT PRODUCTS	SW 7103 - WHITE TAIL
8. RAILING	STEEL - PRIMED AND PAINTED	MATCH TO BUILDING COLOR
9. HALLWAY PHONE BOX AND ALL WALL MOUNTED EQUIP.	STAGGARD	MATCH TO BUILDING COLOR
10. CLUTTER & DOWNPOUTS	FACTORY PVC	FACTORY WHITE
11. COLLING	STEEL - PRIMED AND PAINTED	SW 7103 - WHITE TAIL
12. STAIRS	STEEL - PRIMED AND PAINTED	MATCH TO BUILDING COLOR



A
A-B.12 SIDE ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"

SIGNAGE NOTES
* FOUNDATIONAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LOC REQUIREMENTS.

ARCHITECTURAL STYLE: NEO-ECLECTIC

NEO-ECLECTIC STYLE ATTRIBUTES:

- 1. ATTRIBUTE NO. 1: GABLE & 4/12 HIPPED ROOFS
- 2. ATTRIBUTE NO. 2: COVERED BALCONIES & PORCHES
- 3. ATTRIBUTE NO. 3: OVERHANGS
- 4. VARIATIONS IN ROOF HEIGHT
- 5. ATTRIBUTE NO. 5: PORCHES AND RECESSED SECTIONS
- 6. ATTRIBUTE NO. 6: EXTERIOR MATERIALS STUCCO BASE, BOARD & BATTEN CEMENT SIDING & HORIZ. CEMENT LAP SIDING
- 7. ATTRIBUTE NO. 7: STANDING SEAM METAL ROOF
- 8. ATTRIBUTE NO. 8: WINDOWS ON ALL EXTERIOR FACADES WITH TRIM AND BANDING FRAMING FINISH
- 9. ATTRIBUTE NO. 9: RAILING AND STAIRS
- 10. ATTRIBUTE NO. 10: PREDOMINANT EXTERIOR COLOR SHALL BE EARTH TONES AND PASTELS
- 11. ATTRIBUTE NO. 11: ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & BANDING

GENERAL NOTES
ALL GENERAL & SUB CONTRACTORS TO VERIFY ALL DIMENSIONS. ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK MUST COMPLY WITH THE 2021 FFLR (SECTION 90000-100) OF THE FLORIDA BUILDING CODE (SECTION 1000 - 1000) MIN. WIND LOAD. AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10. THE BUILDING RISK CATEGORY IS "1" INTERNAL PRESSURE COEFFICIENT IS "+0.5" IS IN ACCORDANCE WITH ASCE 7-16. ALL GLAZING IS TO BE NON IMPACT RESISTANT.

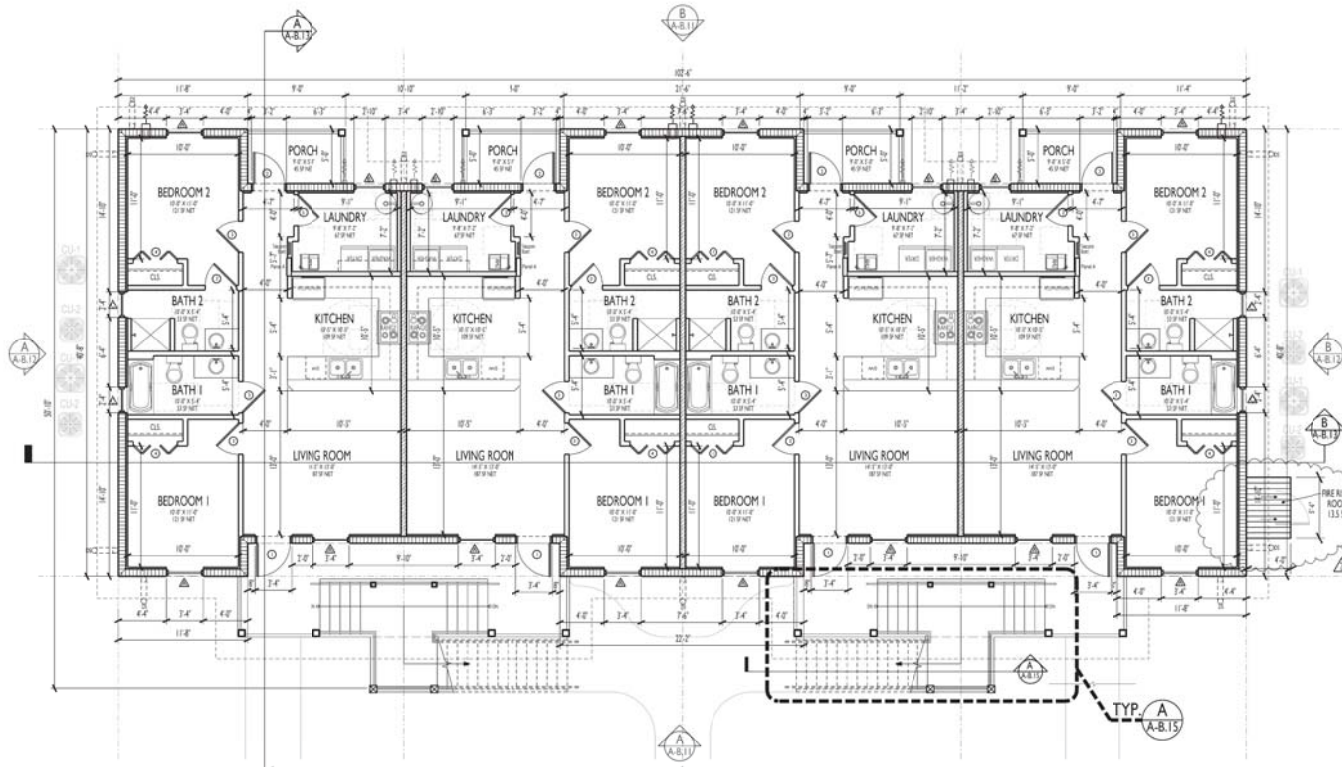
ORMOND ENCLAVE - BUILDING B
OWNER/DEVELOPER: STEVE SAWYER, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YOUNG STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
#A-2001-08
BRYAN P. FREEDER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PEARSON, AIA, ARCHITECT
#A-000000
337 HARKEN AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0000, FX: (386) 257-0000
E-MAIL: bpfdesign@bpfdesign.com, PMS@bpfdesign.com

PROPOSED ELEVATIONS
DATE: 10/05/2022
SCALE: 3/16" = 1'-0"
SHEET NO. A-B.12
ARCHITECT'S / ENGINEER'S SEAL

PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS
OWNER REVISION # 1, 11/10/2021
CITY COMMENTS, 7/22/2022



WALL LEGEND:

1	1 HR (60 MIN) RATED EXTERIOR 8" CMU WALL UL U90S - LOAD BEARING WALL (FIRST & SECOND FLOOR)
1A	1 HR (60 MIN) UL V340 ASSEMBLY - EXT. BEARING WALL WOOD FRAME WALL - FIRE RISER ROOM
2	1-HOUR RATED INTERIOR BEARING WALL UL U344; R-19 INSULATION, DRAFTSTOP ABOVE AND INLINE INSIDE FLOOR/CEILING SPACE
3	NON RATED INTERIOR NON-BEARING WALL; R-19 INSULATION

- NOTES:**
1. ALL PORCH FLOORS TO BE NON-SLIP SEALED CONCRETE
 2. ALL INTERIOR WALLS TO BE DOUBLE TOP PLATED.
REFER TO SHEET UL-2 FOR DETAILS.
 3. ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE, UNLESS
NOTED OTHERWISE.

GROSS SF TABLE

LEVEL 2				
	# OF UNITS	GROSS SF UNIT AREA	GROSS SF UNIT PORCH AREA	TOTAL SF FLOOR
2 BDR 2 BTH KIT. LIVING (812' x 812')	2	916 SF	45 SF	1,972 SF
1 BDR 2 BTH KIT. LIVING (812' x 812')	2	940 SF	45 SF	1,930 SF
SHARED PORCH	2	N/A	222 SF	222 SF
TOTAL SF A/C LEVEL 2 =			3,712 SF	
TOTAL SF NON-A/C LEVEL 2 =			684 SF	
TOTAL GROSS SF LEVEL 2 =			4,396 SF	

GROSS SF TABLE

TOTAL GROSS SF LEVEL 1 =	4,396 SF
TOTAL GROSS SF LEVEL 2 =	4,396 SF
TOTAL BUILDING GROSS SF =	8,792 SF

GENERAL NOTES:
ALL GENERAL & SUB CONTRACTORS TO VERIFY ALL DIMENSIONS.
ELECTRICAL, PLUMBING, MECHANICAL & GAS SERVICE LOCATIONS
SHOWN ARE APPROXIMATE. ALL WORK SHALL BE IN ACCORDANCE WITH THE
2021 FLORIDA BUILDING CODE (FBC) - 1001 (1) MIN. WIND LOAD
AND THE 2021 FLORIDA BUILDING CODE FOR BUILDING CONSTRUCTION.
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE
AS SHOWN ON SHEET TYP.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.18 IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

ENLARGED SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"
A A-8.5 BLDG TYPE B

ORMOND ENCLAVE - BUILDING B

OWNER/DEVELOPER: STEVE SAWYER, MANAGING MEMBER, CST HOLDINGS, LLC, 1225 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 125 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
AA 2001-08
BRYAN P. FREEDER, ASSOC. AIA, PROJECT MANAGER
DALLAS K. PRACCOLO, AIA, ARCHITECT
AA 000704
327 HARBORVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0242, TX: (386) 257-6022
E-MAIL: bfreeder@bpeinc.com, dpraccolo@bpeinc.com

BLDG TYPE B- FIRST FLOOR
DATE: NOVEMBER 1, 2021
SCALE: 3/16" = 1'-0"
SHEET NO. A-8.5
ARCHITECT'S / ENGINEER'S SEAL



B
A-B.1.1 **REAR ELEVATION**
BLDG TYPE B SCALE: 3/16" = 1'-0"



A
A-B.1.1 **FRONT ELEVATION**
BLDG TYPE B SCALE: 3/16" = 1'-0"

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. B TYP.		
BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 705 - MESA TAN
2. BUILDING WALLS 1	BOARD & BATTEN CEMENT SIDING	SW 705 - MESA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 705 - ROW HOUSE TAN
4. TRIM/BANDS/BRACKETS	CEMENT FOAM OR WOOD PRODUCTS	SW 7103 - WHITETAL
5. ROOF	STANDING SEAM MET. ROOF	PAVING SILVER
6. DOOR/WINDOW FRAME	VINYL ALUMINUM IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BANDING	CEMENT PRODUCTS	SW 7103 - WHITETAL
8. RAILING	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR
9. P/N, PETER, INCH BOX AND ALL WALL MOUNTED EQUIP.	STANDARD	PATCH TO BUILDING COLOR
10. GUTTERS & DOWNSPOUTS	FACTORY PVC	FACTORY WHITE
11. COLUMNS	STEEL - PRIMED AND PAINTED	SW 7103 - WHITETAL
12. STAIRS	STEEL - PRIMED AND PAINTED	PATCH TO BUILDING COLOR

ARCHITECTURAL STYLE-NEO-ECLECTIC

NEO-ECLECTIC STYLE ATTRIBUTES	
1	ATTRIBUTE TO 1: GABLE & 4:0-HYPED ROOFS
2	ATTRIBUTE TO 2: COVERED BALCONIES & PORCHES
3	ATTRIBUTE TO 3: OVERHANGS
4	VARIATION ROOF HEIGHT
5	ATTRIBUTE TO 5: PROJECTIONS AND RECESSED SECTIONS
6	ATTRIBUTE TO 6: EXTERIOR MATERIALS (STUCCO BASE, BOARD & BATTEN CEMENT SIDING & VINYL CEMENT LAP SIDING)
7	ATTRIBUTE TO 7: STANDING SEAM MET. ROOF
8	ATTRIBUTE TO 8: WINDOWS ON ALL EXTERIOR FACADES W/ TOP AND BANDING TRIMMING FINISH
9	ATTRIBUTE TO 9: WALLS, CEILING AND STAIRS
10	ATTRIBUTE TO 10: MID-CONCRETE EXTERIOR COLOR SHALL BE (BATH TONE AND MATCHES)
11	OTHER COLORS INCLUDING WHITE SHALL BE USED AS ACCENT COLOR AND NOT EXCEED 25% ON ANY ONE ELEVATION
12	ATTRIBUTE TO 11: ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & BANDING

SIGNAGE NOTES
**MONUMENTAL SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LDC REQUIREMENTS.

GENERAL NOTES
ALL ORIGINAL & SUB CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS, ALL WORK SHALL COMPLY WITH THE 2018 FLORIDA BUILDING CODE (FBC) OF THE FLORIDA BUILDING CODE SECT. 1609 - (1) MIN WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10.
THE BUILDING RISK CATEGORY IS "1"
INTERNAL PRESSURE COEFFICIENT IS -0.5 IS IN ACCORDANCE WITH ASCE 7-16.
ALL GLAZING IS TO BE NON IMPACT RESISTANT.

REVISIONS	
OWNER REVISION # 1	11/10/2021
CITY COMMENTS	7/22/2022

ORMOND ENCLAVE - BUILDING B

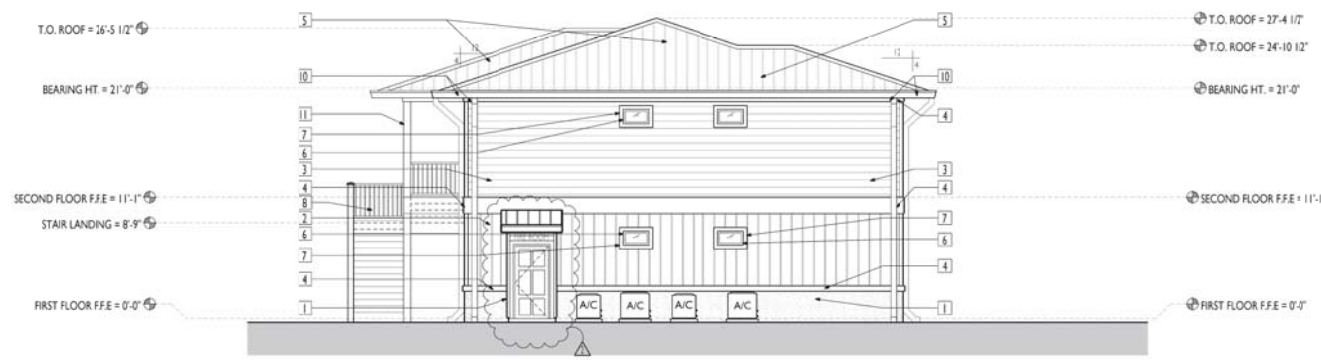
OWNER/DEVELOPER: STERE SCANNING MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YONGE STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

BPE
DESIGN INCORPORATED
ARCHITECTURE DESIGN & DRAWING SERVICES
#AIA 2002-08
BRYAN P. FREZZER, ASSOC. AIA, PROJECT MANAGER
DALLAS & PIAZZOLI, AIA, ARCHITECT
#AIA 0007074
337 HARBOR WALK, CAYCE, SOUTH CAROLINA 29734
PH: (803) 572-0000, TX: (803) 572-0000
E-MAIL: bfrezz@bpegroup.com, ppi@bpegroup.com

PROPOSED ELEVATIONS	
DATE: NOVEMBER 1, 2022	SHEET NO. A-B.1.1
SCALE: 3/16" = 1'-0"	
ARCHITECT'S / ENGINEER'S SEAL	

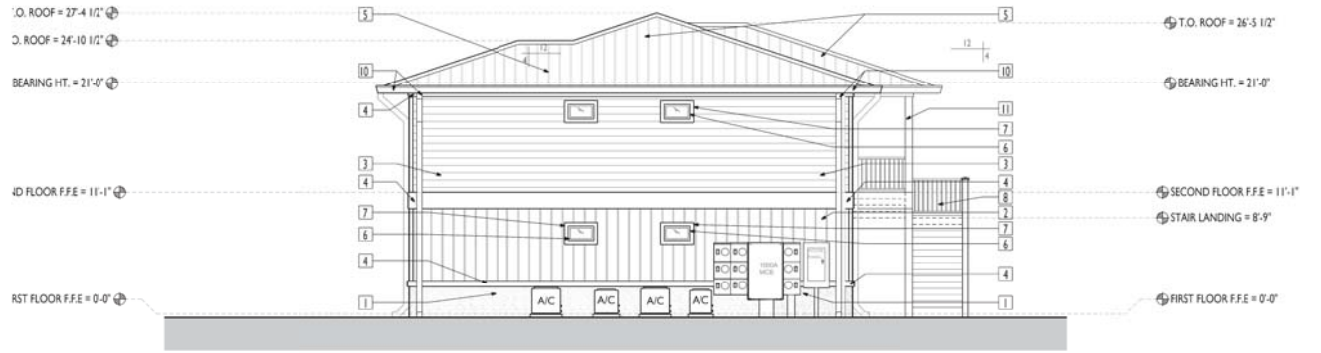
PROJECT No. PZ-21-079 - SITE PLAN
CITY APPROVAL STAMP

REVISIONS	
OWNER REVISION # 1, 11/10/2021	
CITY COMMENTS, 7/22/2022	



B
A-B.12 SIDE ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"

BUILDING / MATERIAL COLOR SCHEDULE - BLDG. B TYP.		
BUILDING ELEMENT	MATERIAL	SPECIFIED COLOR
1. BUILDING BASE	STUCCO FINISH	SW 703 - PISA TAN
2. BUILDING WALLS 1	BOARD & BATTEN CEMENT SIDING	SW 703 - PISA TAN
3. BUILDING WALLS 2	CEMENT LAP SIDING	SW 703 - PISA TAN
4. TRIM/BRACKETS	CEMENT, POIN OR WOOD PRODUCTS	SW 703 - WHITE TAIL
5. ROOF	STANDING SEAM METAL ROOF	MANE - SILVER
6. DOOR/WINDOW FRAME	VINYL ALUMINUM IMPACT	FACTORY WHITE
7. DOOR/WINDOW TRIM/BANDING	CEMENT PRODUCTS	SW 703 - WHITE TAIL
8. RAILING	STEEL - PRIMED AND PAINTED	MATCH TO BUILDING COLOR
9. METER/PHONE BOX AND ALL WALL MOUNTED EQUIP.	STEEL - PRIMED AND PAINTED	MATCH TO BUILDING COLOR
10. CLUTTER & DOWNPOUTS	FACTORY PVC	FACTORY WHITE
11. COLLING	STEEL - PRIMED AND PAINTED	SW 703 - WHITE TAIL
12. STAIRS	STEEL - PRIMED AND PAINTED	MATCH TO BUILDING COLOR



A
A-B.12 SIDE ELEVATION
BLDG TYPE B SCALE: 3/16" = 1'-0"

SIGNAGE NOTES
*FACIALMENT SIGNAGE & SIZE TO BE DETERMINED UNDER SEPARATE PERMITS AND TO MEET LOC REQUIREMENTS.

ARCHITECTURAL STYLE: NEO-ECLECTIC	
NEO-ECLECTIC STYLE ATTRIBUTES:	
1	ATTRIBUTE NO. 1: GABLE & 4/12 HIPPED ROOFS
2	ATTRIBUTE NO. 2: COVERED BALCONIES & PORCHES
3	ATTRIBUTE NO. 3: OVERHANGS
4	VARIATIONS IN ROOF HEIGHT
5	ATTRIBUTE NO. 5: PROJECTIONS AND RECESSED SECTIONS
6	ATTRIBUTE NO. 6: EXTERIOR MATERIALS STUCCO BASE, BOARD & BATTEN CEMENT SIDING & HORIZ. CEMENT LAP SIDING
7	ATTRIBUTE NO. 7: STANDING SEAM METAL ROOF
8	ATTRIBUTE NO. 8: WINDOWS ON ALL EXTERIOR FACADES WITH TRIM AND BANDING FRAMING FINISH
9	ATTRIBUTE NO. 9: RAILING AND STAIRS
10	ATTRIBUTE NO. 10: PREDOMINANT EXTERIOR COLOR SHALL BE EARTH TONES AND PASTELS. OTHER COLORS, INCLUDING WHITE, SHALL BE USED AS ACCENT COLOR AND TO NOT EXCEED 30% ON ANY ONE ELEVATION.
11	ATTRIBUTE NO. 11: ALL BUILDING FACADES HAVE COLOR CHANGE, TEXTURE CHANGE, MATERIAL CHANGE & BANDING

GENERAL NOTES
ALL GENERAL & SUB CONTRACTORS TO VERIFY ALL DIMENSIONS. ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS. ALL WORK MUST COMPLY WITH THE 2019 FPLA BUILDING CODE (SECTION 105.0) OF THE FLORIDA BUILDING CODE SECT. 105.0 (1) MIN. WIND LOAD. AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET T-10. THE BUILDING RISK CATEGORY IS "1". INTERNAL PRESSURE COEFFICIENT IS "+0.18" IN ACCORDANCE WITH ASCE 7-16. ALL GLAZING IS TO BE NON IMPACT RESISTANT.

ORMOND ENCLAVE - BUILDING B
OWNER/DEVELOPER: STEVE SAWYER, MANAGING MEMBER, CST HOLDINGS, LLC, 1325 OAK FOREST DRIVE, ORMOND BEACH, FL 32174, PH: 386-795-2008
PROJECT LOCATION: 135 NORTH YOUNG STREET, ORMOND BEACH, FL 32174
GENERAL CONTRACTOR: TO BE DETERMINED

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ARCHITECTURE DESIGN & DRAWING SERVICES
#A-2001-08
BRYAN P. FREZZO, ASSOC. AIA, PROJECT MANAGER
DALLAS & PIAZZOLI, AIA, ARCHITECT
#A-000704
337 HARKEN AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0521, TX: (386) 257-802
E-MAIL: bpfdesign@bpfdesign.com, PIAZZOLI@piazzoli.com

PROPOSED ELEVATIONS
DATE: 10/05/23
SCALE: 3/16" = 1'-0"
SHEET NO. A-B.12
ARCHITECT'S / ENGINEER'S SEAL

DRAFT

**Planning Board minutes
from**

June 8, 2023

ITEM:

DO 2021-079(C)

Ormond Enclave, 145 North Yonge
Street, Issuance of Development Order

V. APPROVAL OF MINUTES

May 11, 2023

Mr. Jorczak moved to approve the May 11, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

No report.

VII. PUBLIC HEARINGS

A. **ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD**

B. **ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD**

C. **PRD/PBD 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order**

Mr. Steven Spraker, Planning Director, stated that items (A), (B), and (C), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker detailed the history of the project including a 2005 approval, 2009 approval and a 2019 Comprehensive Plan amendment. Mr. Spraker continued that the subject property has three (3) land uses of "General Commercial", "Medium Density Residential", and "Low Density Residential." The land uses allow a maximum of 193,014 of building area or 107 residential units.

Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.34 acres that has a B-4, Central Business zoning designation that has been purchased by the project team and needs incorporation into the PBD, Planned Business Development zoning designation. Mr. Spraker continued that agenda item (B) was for a zoning map amendment for 0.72 acres that has a R-3, Single-Family Medium Density zoning designation and needs incorporation into the PRD, Planned Residential Development zoning designation. Mr. Spraker noted that the staff report called the area a total of 0.99 acres, but it was discovered that an additional lot was added to this total that is already Planned Residential Development.

Mr. Spraker stated that agenda item (C) was the issuance of the development order and reviewed the proposed site plan. Mr. Spraker noted:

- The gross density is 10.09 units per acre.
- There is an existing use – Dollar General – 9,014 square feet that would remain.
- A total of 131 parking spaces required and 164 parking spaces provided.
- The proposed building height is 25' 2", a total of two stories.
- There are eight buildings.
- The minimum setbacks to existing residential lots is 50'.

Mr. Spraker displayed a PowerPoint slide detailing the areas of fencing and stated that areas not fenced have heavy natural vegetation. The Land Development Code (LDC) allows the Site Plan Review Committee (SPRC) to determine the appropriate fencing, but because this is a Planned Development, the Planning Board can provide its recommendation.

Mr. Spraker reviewed the project traffic and building elevations. He elaborated that there were four correspondence items received for this project. Mr. Spraker stated that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) is recommending approval of agenda items (A), (B), and (C).

Chairman Thomas opened it up to the Board for questions.

Board Discussion and Questions

Ms. Shull asked what the date of the traffic study was. Mr. Spraker replied that the project is in a transportation concurrency exception area, therefore a study is not required. Additionally, the projects do not trigger enough trips, as 1,000 trips a day, requires a traffic study.

Ms. Shull asked for clarification on the number of stories and units proposed for the project. It was confirmed that the buildings would be two-story with 64 units.

Mr. Galloway asked for the location of the dumpster to be pointed out. Mr. Spraker displayed the location of the dumpster on the PowerPoint presentation and explained that another location can be proposed.

Mr. Railsback asked if Dollar General has a dumpster. Mr. Spraker replied that they may have a dumpster but that he would let the applicant speak on the matter as they are more familiar with that site.

Mr. Jorczak inquired about the project's main exit, asking if it is in the Dollar General parking lot. Mr. Spraker explained that the main entrance and exit is off of U.S. Highway 1. He continued that the entry-only access is off of Highland Avenue, and Dix Avenue is full-access.

Chairman Thomas inquired if there is access headed south for Highland Avenue. Mr. Spraker explained that there is a turn-lane off of U.S. Highway 1 that allows drivers to go into Highland Avenue. The state roadway allows a left-turn onto Highland Avenue. Highland Avenue will be a one-way access point in.

Chairman Thomas commented that he would like to hear from the residents how they go south off of Highland Avenue.

Mr. du Moulin asked if an Environmental Impact Study was done. Mr. Spraker replied that there are no wetlands onsite and added that the property is not in the floodplain therefore, there are no requirements for the study..

Applicant's Presentation

Mr. Glenn Storch, P.A., Storch Law Firm, 420 S. Nova Road, Daytona Beach, Representative, stated that infill development is encouraged, in which is what they are proposing with the project. He reviewed a presentation outlining the proposal and stated that at this time it is an undeveloped site surrounded by residential and commercial development off of U.S. Highway 1. Mr. Storch explained how infill is efficient, allowing walkability, driving less, with the opportunity to live downtown and support local businesses. He added that this is the first downtown multi-development in the area in 40+ years. Mr. Storch referenced the traffic concerns, noting that staff has been working on addressing the concerns with traffic-slowng devices. He explained how the project proposes that traffic go through the site as opposed to going around it. The owner purchased additional lots for a better design, expounding property boundaries. Mr. Storch remarked that instead of the 107 units allowed, only 64 units would be going in. He explained the access points and traffic flow, noting that rather than access off of U.S. Highway 1, it would be blocked off with landscaping. There will only be one access via Highland Avenue. Dollar General delivery trucks will be able to go through the project site as opposed to going around.

Mr. Storch displayed the viewshed overhead of what the vacant property has looked like on U.S. Highway 1 with vagrants using it, the trash that has been thrown on it, brazilian peppertrees and other invasive species overgrowth. He explained the typical appearance of a vacant property in any downtown area. The proposed project will allow a two-story building viewshed of extensive landscaping along U.S. Highway 1, a shared access with Dollar General, and the aforementioned access along Highland Avenue. He added that a section of Highland Avenue will be preserved for a tree preservation area and dog park. Mr. Storch remarked that the zoning allows a five-story building on the site or a three- to- four-story residential project.

Mr. Storch stated that the parking changes to the plans, moved parking internal to the site. There is 50' between the apartments and the adjoining perimeters and have provided for vegetation and structures to ensure there is no impact. Mr. Storch explained that if the area were to have single-family in its place, they would be much closer to the existing single-family.

Mr. Storch reiterated the earlier comment that there are no environmental issues on the site. There are no wetlands or flood plain impacts. 33 percent of the site is maintained in open space. Mr. Storch stated 33,000+ square feet is part of the tree and natural vegetation preservation area and is not being touched. Mr. Storch explained the stormwater for the site, explaining that it will be improved from what it currently is and that once the stormwater system is in, there will be 72 percent less stormwater runoff from the property. He added that there is a large wet-retention system in the rear of the property that is surrounded by vegetation, as well as another system designed to reduce the amount of nutrients in stormwater. The quality of the stormwater will be far less with the nutrients removed.

Board Discussion and Questions

Mr. du Moulin asked for additional explanation of the wet-retention system. Mr. Storch pointed to the area next to the lake system in his presentation overhead,

explaining that the water goes into it and filters out the nutrients before it goes offsite, providing additional stormwater protection.

Mr. Storch advised the Board that once the project goes in, it will be a 12 million dollar investment into the Downtown District.

Mr. Railsback commented that he appreciates the effort in reducing the density concurrency and stormwater impacts. He expressed concern about access between properties as an adjacent property owner, and inquired about fencing or walls planned for the project. Mr. Railsback stated that he would feel more comfortable with limited or eliminating access. Mr. Storch replied that there are a few homes on the Dix Avenue side, and approximately two homes adjacent to the site on the Highland Avenue side. There is a 6' white vinyl fence planned on the Dix side of the site as well as the setback and additional stormwater. Mr. Storch agreed to work with the citizens if they are interested in landscaping on the other side. He continued that the applicants would be willing to put a fence up if requested. There was no plan for a fence there initially due to the preserved natural preservation. Mr. Storch confirmed that the proposed project plan was not to encompass the site by a fence but that it can be added into the plan.

Chairman Thomas stated that he would like a masonry fence in place of a vinyl or chain-linked fence.

Mr. Railsback concurred with Mr. Thomas.

Mr. Storch suggested adding a stipulation for a masonry wall for every area adjacent to a neighbor.

Mr. Railsback commented that a neighbor to the property, Mr. Bill Navarra installed a fence all the way around his property, and suggested that being an incentive for supporting the project for the majority.

Mr. Jorczak referenced the aforementioned walkability comment and remarked that he noticed an easement on the Dix Avenue side for a sidewalk on the plans, but did not notice a sidewalk on Highland Avenue. Mr. Storch replied that Dix Avenue is already developed and it was determined that there is already a sidewalk there.

Mr. du Moulin asked for details on the retention pond, irrigation and its maintenance. Mr. Storch replied that there is an irrigation well and the applicants are open to, if recommended, harvesting from the stormwater pond. With stormwater, it allows the water to flow into the aquifer as opposed to being taken offsite. Mr. Storch added that the wet-retention pond has water all of the time. The dry-retention area next to it does not have water at all times, and is raised up to be a retention area in case of something.

Mr. Steve Buswell, Engineer, Parker Mynchenberg & Associates, stated that there is an existing control structure and a positive outfall from the pond out to FDOT. The design has been permitted by the St. John's Water Management District. He continued that the pre-treatment ponds purpose is to attenuate and provide additional treatment and for nitrogen and phosphorus removal from downstream waterbodies so that there are no algae blooms. Mr. Buswell added that there is not an opportunity to do the stormwater harvesting system in a standard and small wet-detention system.

He remarked that sometimes the nutrients will build up into the irrigation system and clog the heads over time.

Mr. Galloway inquired why the dumpster is so far away from the building and not more towards the south corner of the Dollar General lot. He added that it would be a straighter shot for Waste Management to drive in and would keep it closer to the applicant versus the residents houses. Mr. Storch answered that it is in the location that it is in due to the large buffer area between the proposed dumpster area and the residents, but advised it can be changed when going through the process.

Mr. Buswell explained the reasoning for the dumpster placement, stating that there is an existing access point there that is not being changed. Residents are able to dispose of trash in the proposed location which keeps the garbage truck from circling internally. The turning radius is on the wide point of access, allowing for delivery and garbage trucks.

Mr. Galloway commented that the closer a dumpster is to the public road, others will use it.

Audience Comments/Input

Mr. Robert Ezell, 132 Highland Avenue, expressed his Highland Avenue area traffic concerns with the proposed project. He stated that he will not let his grandchild play in his front yard. He added that his light pole has been taken out twice by cars. Mr. Ezell commented that the speeds on the roads are crazy. A right-of-way (ROW) tree was taken out by the city and the city employees were astonished by the speeders going down the road. Mr. Ezell remarked that they have speed bumps at each end of the road, but that drivers drive 25 mph up to the speed bump, stop and cross it, and then go 35 mph and is not safe. He added concerns about having a sidewalk only halfway down the road for aesthetic purposes for residents to go downtown. Mr. Ezell asked about the rest of the road and sidewalks, commenting that the roads are already narrow. He asked if the city will be taking more right-of-way (ROW) or easements from the residents to extend a sidewalk or if it will put people out in the roads. He stated something be done about the traffic, explaining that you cannot get a truck and a car down the road at the same time without a vehicle being scratched from all of the trees that are extending over the road. Mr. Ezell concluded that he does not really want the project in the neighborhood but understands that it is a revenue generator for the city, and suggests protecting the citizens and residents that are already there.

Chairman Thomas concurred and added that he is concerned as well about the entrance off of Highland Avenue.

Mr. Rick Sandora, 36 Highland Avenue, stated that there are 82 homes on Dix Avenue and Highland Avenue and the proposal will double the amount of people in the area. He added that there is a dog park but no provisions for children. Mr. Sandora commented that it is difficult to get around landscapers on Highland Avenue. The road is narrow and there is no way of putting a sidewalk all the way down Highland Avenue. Kids will be attracted to the river down the street, which will be an attractive hazard to the people living on the river, according to Mr. Sandora. He added that the speedbumps are ineffective. Mr. Sandora expressed that he feels once the project is done, it is done, and there will not be an opportunity to rectify it after it is allowed

He stated that he is against it. He expressed further concerns about traffic, commenting that drivers going out onto U.S. Highway 1 have to go south from Highland Avenue. Numerous drivers use Dix Avenue and Highland Avenue as a cut-thru to Beach Street, which is backed up past Highland Avenue and Dix Avenue in the morning rush hours.

Ms. Beth Putnam, 83 Dix Avenue, commented that she sees no sidewalk access for the proposed family-friendly apartment complex. There is no sidewalk to go to the dumpster. She remarked that the Dollar General dumpster backs up to Dollar General and is not in the location that the project is proposing. Where it is proposed will be borderline with one of the residential properties and when the winds come from the west, the dumpster smell will go up Dix Avenue. Ms. Putnam referenced the earlier comment on sidewalks, and stated that the subject needs to be addressed with 100 cars that will be coming and going at all times and that the children will be unable to walk to school safely with the sidewalk on Highland Avenue ending, therefore will be in the middle of the narrow street. She continued that an alternative is to walk down U.S. Highway 1 to cross Granada Boulevard. Ms. Putnam commented on the lighting, and suggested down-lighting or dark sky-lighting and not flared out security lighting. She suggested solar would have been best. Ms. Putnam addressed the ponds and suggested there be a security fence around the water with the children. She added that the schools are crowded and that there was no discussion on the impact the project would bring to the school. Ms. Putnam added her water and traffic-use concerns, remarking that she cannot be enthusiastic about the project right now.

Applicant Response

Mr. Storch addressed concerns, stating that the project has been reviewed with the Volusia County School Board and they indicated that there is sufficient capacity for the additional children that may come from the proposed development. He reiterated that it is already in the comp plan for medium density residential units. Mr. Storch added that with ponds and lakes, a slope is put in and there will be a wall around the area, preventing children to access them. He referenced the down-lighting comment, confirming that it can be done and to add as a stipulation. Mr. Storch added that a sidewalk can be provided to the dumpster. The applicants will work with staff on the best location for the dumpster. Regarding the sidewalk concerns, the applicants will support any additional sidewalks for the project working alongside the city. Mr. Storch referenced the Highland Avenue access inquiry and stated that it is an engineering issue and has to be done where people cannot easily make the connection and turn to the left, suggesting that it can be done with higher curbing and signage to discourage and prevent people from making the left-hand turn onto Highland Avenue. Mr. Storch reiterated that the impact will be less on Highland Avenue with access going through Dollar General into the project. Mr. Storch concluded that stipulations can be added to accommodate for this.

Chairman Thomas referenced the Sterthaus Avenue onto Nova Road access area, and stated that even with the no left-turn signage, drivers still do. Mr. Storch stated that the entrance only off Highland Avenue can be engineered to discourage any illegal turning movements. Chairman Thomas asked if the city would allow that design. Mr. Spraker stated that design could be accomplished.

Chairman Thomas asked about traffic coming off of U.S. Highway 1 turning onto Highland Avenue. Mr. Storch confirmed that the only left turn into the neighborhood in this area of U.S. Highway 1 is located at Highland Avenue. Mr. Storch stated that access only into their site is needed to prevent traffic coming off U.S. Highway 1 from going to the site through the existing neighborhood to access their development. This access point on Highland Avenue would encourage traffic to go the easy way and not through Highland Avenue, Ridgewood Avenue and Dix Avenue. Mr. Storch stated the whole design of the project is to prevent their project traffic from using Dix or Highland Avenues. Mr. Storch stated project trips now are going around Highland Avenue to North Ridgewood Avenue and west on Dix Avenue. This entrance only would prevent that movement in the existing neighborhood. Mr. Storch concluded that he believed that the project design would reduce traffic on Highland and Dix Avenues.

Board Discussion and Questions

Mr. Galloway stated that this property was originally bought for a large furniture store and residential in the rear portion of the site. The property is zoned to allow the type of use proposed. Mr. Galloway stated that the residents should demand sidewalks. He stated that his utility bill has information on sidewalk improvements and commented that if sidewalks are desired in this area that there is money in the city budget.

Mr. Galloway expressed concern for the dumpster location. Mr. Storch stated that the project could stipulate for the movement of the dumpster.

Mr. Galloway stated that he heard that kids were going to be in the apartment complex. He stated that this is an assumption and it is underdetermined who will be within this development.

Mr. Galloway stated that there are issues with urban sprawl and remarked that here is a project that is developing in the core of the city. Mr. Galloway indicated that he would be supporting this project.

Mr. Jorczak stated that he is aware of the narrowness of the roadways and that he has contacted the city to trim the vegetation in the right-of-way (ROW). Mr. Jorczak concurred with Mr. Galloway regarding the need for the city to install sidewalks in this area. Mr. Jorczak continued that he supports the walls along the project perimeter and agreed that the pond should have additional security to protect children's safety. Mr. Jorczak also stated that he concurred that the dumpster should be moved. He added that he thought the population density was reasonable and the architectural style looks attractive. Mr. Jorczak stated the secondary issues need to be addressed. Mr. Storch replied that the applicant is willing to provide stipulations that could be part of the recommendation on the project. He stated that dumpster would be stipulated to be moved to the project interior with sidewalk access. Mr. Storch added that the project can stipulate for additional security around the stormwater pond. Mr. Thomas inquired about a stipulation on the wall requirement. Mr. Storch confirmed that the project would stipulate to a wall around the project abutting existing residential uses. He continued that the project would also stipulate to ensure in-bound access from Highland Avenue to the project with raised curbing.

Mr. du Moulin stated that he agreed with the comments provided and had no additional comments.

Mr. Railsback commented that he supports infill development and added that it is a good use of that parcel. He stated he concurred with the stipulations stated. Mr. Railsback continued that he went through a multi-family development proposal next to his subdivision and believes that the masonry wall is necessary to protect the existing residential uses. He stated that he supported mitigating the traffic impacts of the project and the downlighting mentioned earlier. Mr. Railsback concluded that he would support the project with the stipulations referenced if they are included in the recommendation.

Ms. Shull stated that she likes the project but has concerns with the depth of the residential uses. She added that she likes that the buildings are two-story with concrete block construction. Ms. Shull commented that she is supportive of the perimeter wall, movement of the dumpster, and downlighting. Ms. Shull stated the main issue is the traffic. She remarked that what we do not seem to understand is that there are residents that have lived in the neighborhood for a long time and there is turnover to new residents. Ms. Shull stated she is a realtor and people love this area and the neighborhood. She stated that she does not think that the existing residents are being taken into consideration as projects are being developed. Ms. Shull stated that if we do not stand up here and say something about traffic, the city is not going to hear us. We need to have the city hear us. The speed tables are doing nothing. Ms. Shull stated that the state of Florida has an issue with speeders. She stated that the city needs to protect the existing residents. Ms. Shull concluded that she liked the project, but is going to vote no, based on the traffic impacts to make the city aware of the issue. She stated she wanted the city to do something about Dix and Highland Avenues so that the people who live there and pay taxes can be heard. Mr. Storch stated he agrees that traffic is so important, but the fact is that this project and the units proposed are allowed to be here. Ms. Shull stated that she understood that but if she did not speak up, the issue would not be addressed. The traffic issues should be taken care of first before development is approved. Ms. Shull stated an approval would allow development that would further add to the traffic problem. She stated that she knows that the project has done everything they can do from a design perspective.

Chairman Thomas reviewed the traffic issues of the city and project. He questioned the possibility of making Dix and Highland Avenues one-way streets. Chairman Thomas stated that one-way streets may reduce traffic. He was unclear if the residents would be supportive of the concept and understood that there may be inconveniences. Mr. Thomas stated that Dix and Highland Avenues were city streets and the city could make changes if desired. Chairman Thomas encouraged residents to talk to the City Manager and City Commission about the one-way roadway concept.

Chairman Thomas discussed infill development and the goal of the Board to make the project possible. Chairman Thomas understood the concern of the residents of Dix and Highland Avenues. He stated that he was supportive of the project with the stipulations previously discussed.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

ZMA 2021-079(A)

Mr. Railsback motioned to approve ZMA 2021-079(A), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PBD. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

ZMA 2021-079(B)

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve ZMA 2021-79(B), Ormond Enclave, 145 North Yonge Street, Zoning Map Amendment to PRD. Mr. Railsback seconded it. Vote was called, and the motion was approved (6-0).

DO 2021-079(C)

Mr. Spraker stated that he desired to confirm the stipulations that were agreed to through the public hearing process and they are:

1. The dumpster location would be moved from its current location and relocated closer to the mutli-family units. The dumpster location would have sidewalk access to the dumpster.
2. Additional security for the stormwater pond.
3. Masonry or post and panel wall along the project perimeter where it abuts existing residential uses.
4. The Highland entrance is entrance only with raised curbing to prevent vehicles from exiting this access point.
5. Provide downlighting (Mr. Spraker noted that this is already required, but could be reinforced in the stipulations).

Mr. Railsback asked if there was a wall behind the existing Dollar General property. Mr. Spraker stated that he believed that there was a wall existing. If there is not, this section would be included in the wall requirement.

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve DO 2021-079(C), Ormond Enclave, 145 North Yonge Street, Issuance of a Development Order, with the following five stipulations stated by Mr. Spraker. Mr. Jorczak seconded it. Vote was called, and the motion was approved (5-1). Ms. Shull stated that her no vote was based upon traffic impacts.

Chairman Thomas thanked the residents for their attendance and input and asked residents to remember that the Planning Board only makes recommendations and that the City Commission provides the final action for the project.

Mr. Jorczak stated that he concurred with the concept of one-way roadways and questioned if the Planning Board should make this a recommendation.

Mr. Galloway offered to meet and discuss with city staff. Mr. Galloway stated that it is on his water bill that they are supposed to be building sidewalks. Now is the time to put sidewalks along these roadways.

Mr. Spraker recalled with the land use amendment that there was a meeting regarding traffic along Dix and Highland Avenues. This meeting led to the residential traffic calming program. The concept of one-way streets was discussed at the meeting for traffic calming. The route is to go is through the traffic calming program, including working with the Engineering Department. Mr. Spraker stated that there would need to be resident support of the one-way concept. There is an existing mechanism to pursue the concept of one-way streets discussed tonight.

Chairman Thomas stated that the concept needs to start with the citizens and expressed that he is unsure if there would be support. Mr. Spraker concurred and stated that it would be a similar process of obtaining the speed tables. He stated that staff is available to meet with residents.

Mr. Galloway asked if the residents would rather have one-way streets or sidewalks. Mr. Spraker stated that the issue with the sidewalks is that there is only 33' of right-of-way (ROW) versus a typical width of 50'. There is insufficient right-of-way (ROW) to construct sidewalks. This area was likely platted in the early 1900's and the street layout was not designed for the traffic patterns that exist today. The project tonight provided easements on private property to allow the installation of sidewalks. Mr. Spraker stated that it is unclear if property owners along these streets are willing to provide easements to construct sidewalks.

Chairman Thomas questioned if a sidewalk has to be five (5') feet. Mr. Spraker responded that there are minimum widths based on handicapped access requirements. Mr. Spraker stated that there is a process to consider the one-way process. If there was an easy way to construct sidewalks along these roadways, they would already be in place. Mr. Spraker concluded that staff hears the concerns presented tonight and the issue would be presented to the City Commission.

Mr. Galloway asked if property owner's taxes would be decreased if they provided an area for the sidewalk. Mr. Spraker stated that the sidewalk would be in an easement and the property owner still owns the land area.

Chairman Thomas asked how many people attended the first traffic meeting. Mr. Spraker responded with approximately 50 individuals. Chairman Thomas asked the results of the meeting. Mr. Spraker stated that the meeting led to the residential traffic calming program that led to speed tables, radar feedback, signs and signage. Mr. Spraker stated that the one-way concept could be an evolution of the residential traffic calming program. Chairman Thomas appreciated that there is a path and stated that it is important to discuss the issue with the residents in attendance.

Ms. Shull asked about the width of Dix and Highland Avenues. Mr. Spraker stated he had not measured the width and speculated 17' to 20'. Ms. Shull asked if there was a one-way roadway, would this reduce the needed paved width. Mr. Spraker

stated that it does and there needs to be verification of the fire access requirements. Mr. Spraker restated that the first step is that there be a majority of residents that desire a one-way traffic pattern. The second step, if residents are interested, is the actual design that could be developed and then voted on by the residents of the roadways.

D. ZMA 2022-098(A) 121 East, 121 East Granada Boulevard, Planned Business Development

E. DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (D) and (E), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker displayed the land use and zoning for the property at 121 East Granada Boulevard. Mr. Spraker stated that the land use allowed a total of 24 residential units and the zoning allowed 20 residential units. He showed pictures of the existing site and a Florida Power and Light (FPL) structure. Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.76 acres that has a B-4, Central Business zoning designation that is seeking a PBD, Planned Business Development zoning designation. The zoning map amendment provides a framework for the next agenda item of the issuance of a development order.

Mr. Spraker summarized the development order process that included SPRC review, a neighborhood meeting, Ormond Beach MainStreet review, Planning Board review, and future City Commission dates. Mr. Spraker stated that the project was in the Downtown Overlay District and noted that the master plan encouraged residential development.

Mr. Spraker detailed the project site plans. He stated that the building was five (5) stories over the ground floor of parking. The second floor has a pool/amenity area to the north of the property and a dog walk area to the east of the building. Mr. Spraker displayed a first floor site plan and the project building elevations.

Mr. Spraker stated that there were two correspondence items received for this project, an e-mail from a resident who was not in favor of the project and desired another use, and the other correspondence, a letter of support from Ormond Beach MainStreet. Mr. Spraker concluded that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker stated that the SPRC is recommending approval of agenda items (D) and (E).

Applicant's Presentation

Mr. Robert A. Merrell, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated there has been months of work put into the project and there is a project team to answer any questions. The property owner and contractor, Mr. Bryan Collyer, is available for any questions. Mr. Merrell remarked that the staff report reviewed in detail the Comprehensive Plan, Downtown Master Plan, and Land Development Code (LDC) requirements and he did not intend to repeat this analysis. He expressed a few key points, the desire to create a sense of place, compact pedestrian

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.E
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-38	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	121 East, 121 East Granada Boulevard, Zoning Map Amendment			
Budget Impact:	There is no budget impact as the result of this zoning map amendment.			
Summary:	This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD and (2) the issuance of a development order. The 121 East PBD seeks to allow the construction of 24 multi-family residential units and associated site improvements on 0.76± acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown CRA area.			
Recommended Action:	It is recommended the City Commission approve the zoning map amendment from B-4, Central Business to PBD for a 0.76± acre property at 121 East Granada Boulevard. The Planning Board recommended approval with a 6-0 vote at its June 8, 2023 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/15/2023		
Claire Whitley, Assistant City Manager		6/19/2023		
Joyce Shanahan, City Manager		6/19/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: 121 East, 121 East Granada Boulevard, Zoning Map Amendment
Commission Goal: Transportation & Community Development - Other

Introduction

This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD, Planned Business Development and (2) the issuance of a development order. The 121 East Planned Business Development seeks to allow the construction of 24 multi-family residential units and associated site improvements on 0.76+ acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Agency area.

Background

The property has a land use designation of "General Commercial" and a zoning classification of B-4 (Central Business). The property is located within the Community Redevelopment Area (CRA) and Downtown Overlay District as defined by Section 2-70 of the Land Development Code. The Downtown Overlay District implements a form-based code that is different than the remainder of the city. The Downtown Overlay District seeks buildings that are pulled to the street, reduced or no building setbacks, larger sidewalks, increased allowable impervious area, allowance of building height, and reduced parking requirements.

Resolution 2019-178 adopted an updated Downtown Master Plan for the CRA. The master plan was created with the review of a 17-person steering committee representing a broad spectrum of downtown perspectives. The master plan update emphasized themes within the district, including Economic Development, Sense of Place & Appearance, Transportation and Circulation, Recreation and Open Space, Arts & Culture, Residential Neighborhoods, Environmental Sustainability, Standards and Regulations, and Ensuring the Vision.

The proposed project is consistent with the 2019 Downtown Master Plan in the construction of mid-scale residential multi-family development. The subject property

has been vacant since the building's demolition in 2014 and was a restaurant use prior to the demolition. The site is 100' in width and 330' in depth. The site has an existing Florida Power and Light electrical vault that cannot be moved and must be incorporated into any site design.

Discussion

The application seeks to allow 24 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

Zoning map amendment from B-4, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this staff agenda item.

Issuance of a development order to construct 24 multi-family residential units and associated site improvements on 0.76 acres. The two (2) actions will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead is the framework for the issuance of the development order.

PLANNING BOARD

The Planning Board reviewed the zoning map amendment at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no specific references to the zoning map amendment and the Planning Board discussion focused on the site development and issuance of the development order. There were two (2) residents who spoke on this agenda item. Key points included:

1. A six-story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town.
2. Expressed concern about traffic and parking.
3. Negatively impact the small-town beach vibe.
4. The project needs to conform to what has already been built in the area.
5. The project needs to be downsized.

Key portions of the Planning Board discussions included:

1. The property has failed three times as a restaurant.
2. A Board member stated that they supported infill and responsible development.
3. Aesthetics are appropriate and this is a high-quality development that would help the downtown area.
4. The project is re-developing a blighted piece of property. The Planning Board meeting minutes are attached to this agenda item.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

The zoning map amendment is not expected to have any negative citizen impact. The issuance of the development order citizen impact was discussed at the Planning Board. There is no single-family residential abutting the property. The key item discussed at the Planning Board was the appropriateness of the scale of the building.

Recommendation

It is recommended the City Commission approve the zoning map amendment from B-4, Central Business to PBD for a 0.76+ acre property at 121 East Granada Boulevard. The Planning Board recommended approval with a 6-0 vote at its June 8, 2023 meeting.

Attachments:

1. 23-38 121 East Granada ZMA (P23-0111G)
2. Exhibit A, 121 EGB, Legal Description, V2
3. Exhibit B, 121_East_Granada_AMEND_ZONING
4. 06.08.2023, Zoning Map Amendment - 121 East, PB Staff Report
5. 06.08.2023, DRAFT PB Minutes - 121 EAST, ZMA

Approvals:



Kelly McGuire, Finance Director

Date: June 15, 2023



Claire Whitley, Assistant City Manager

Date: June 19, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-38

AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHED, OF ARTICLE 1, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING THE OFFICIAL ZONING MAP TO REZONE A CERTAIN PARCEL OF REAL PROPERTY TOTALING APPROXIMATELY 0.76 ACRES LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), FROM B-4, CENTRAL BUSINESS, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Dime Rock Properties, LLC, a Florida Limited Liability Company (“Property Owner”) is the fee simple owner of certain real property consisting of approximately 0.76 acres located at 121 East Granada Boulevard (Volusia County parcel number: 4214-05-04-0051), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, the Property Owner has submitted an application to the city to re-zone the Property from B-4, Central Business, to Planned Business Development (PBD), and

WHEREAS, the Property to be re-zoned is less than ten (10) contiguous acres, consisting of approximately 0.76 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(1), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida is hereby amended by amending the Official Zoning Map to change the zoning designation one parcel of property located at 121 East Granada Boulevard (Volusia County parcel number: 4214-05-04-0051), as more particularly described and depicted in Exhibit "A" from

B-4, Central Business, to Planned Business Development (PBD) as shown and depicted in Exhibit “B”.

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION (from J.B. Fries & Associates, Inc. survey)

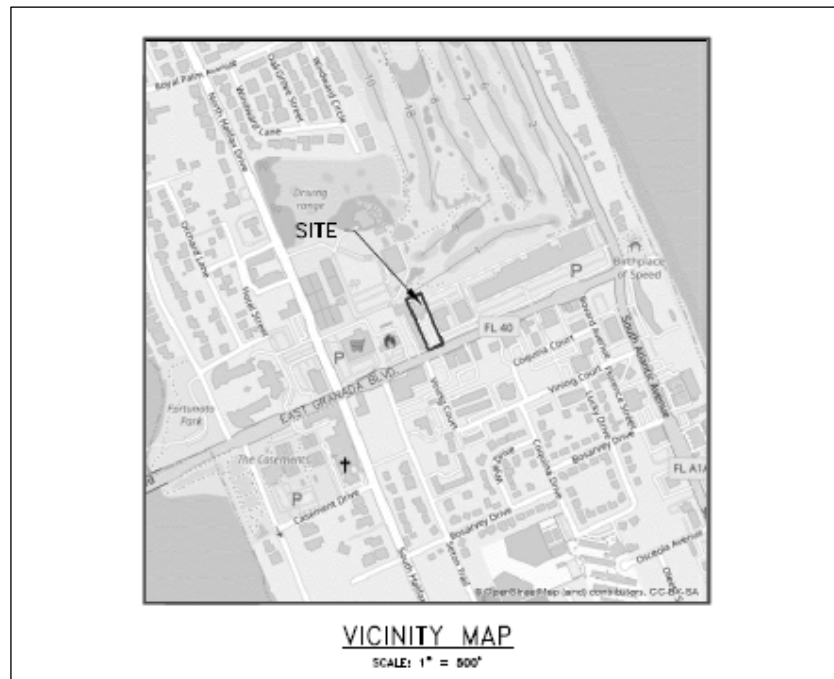
PLAT OF BOUNDARY SURVEY OF :

THE EASTERLY 100 FEET OF THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAID OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAID OUT; THENCE NORTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

SAID PROPERTY IS ALSO DESCRIBED AS:

THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAID OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAID OUT; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO SAID NORTH LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

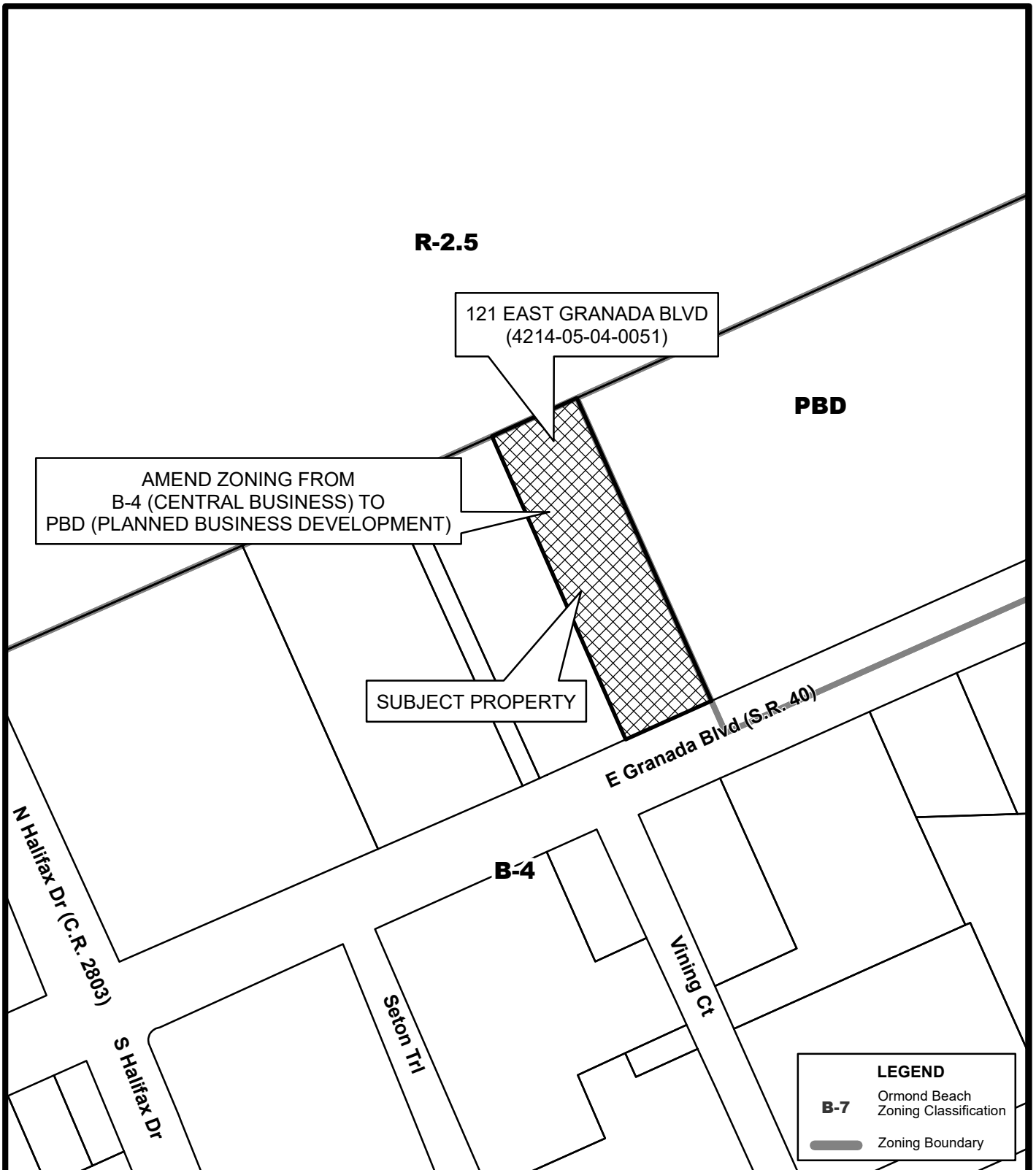
LOCATION MAP



PARCEL ID: 4214-05-04-0051
OWNER: DIME ROCK PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
APPLICANT: ROBERT A. MERRELL, ESQUIRE, COBB COLE, ON BEHALF OF THE PROPERTY OWNER, DIME ROCK PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

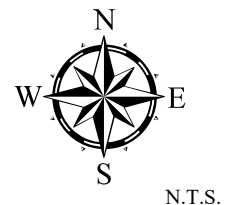
APPLICATION ADDRESS: 121 EAST GRANADA BLVD., ORMOND BEACH, FL 32174

EXHIBIT "B"



ZONING MAP 121 EAST GRANADA BLVD (4214-05-04-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: 121 East, **Zoning Map Amendment to Planned Business Development**

APPLICANT: Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC

NUMBER: PBD 2022-098(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD, Planned Business Development and (2) the issuance of a development order. The 121 East Planned Business Development seeks to allow the construction of 24 multi-family residential units and associated site improvements on 0.76± acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Agency area. This staff report, item A, is for the zoning map amendment and the next staff report, item B, is for the issuance of the development order. The subject property is shown on the aerial below.

EXHIBIT 1: Project location, 121 East Granada Boulevard



[06.08.2023, Zoning Map Amendment - 121 East, PB Staff Report.docx]

SECTION 2, BACKGROUND:

The property has land use designation of “General Commercial” and a zoning classification of B-4 (Central Business). The property is located within the Community Redevelopment Area and Downtown Overlay District as defined by Section 2-70 of the Land Development Code. Section 2-70 of the Land Development Code states the purpose of the Downtown Overlay District is as follows:

“The purposes of the DOD, Downtown Overlay District are to promote development of a compact, pedestrian-oriented downtown consisting of a high-intensity employment, vibrant and dynamic mixed use areas, and residential living environments that provide a broad range of housing types and tenures; promote a diverse mix of entertainment activities for workers, visitors, and residents; encourage pedestrian-oriented development that is within walking distance of and supports transit opportunities at densities and intensities that will help to support transit usage and town center businesses; create a sense of place that is unique, attractive, and is a memorable destination for visitors and residents; enhance the community's character through the promotion of high quality urban design; and implement the vision expressed in the adopted 2019 Downtown Redevelopment Master Plan update. The land area to which this section applies is the downtown community redevelopment area boundaries.”

The Beachside district of the Downtown Overlay District, Section 2-70(b)(3) of the Land Development Code states,

“Beachside District. This area is uniquely situated to take advantage of both the Halifax River and the Atlantic Ocean. More intensive infill housing south of Granada Boulevard as well as mixed use development along Granada Boulevard and the side street system incorporating a housing component is needed. This district encompasses many of the historic assets in Ormond holding the potential to act as "Museum Row".

The Downtown Overlay District implements a form-based code that is different than the remainder of the city. The Downtown Overlay District seeks buildings that are pulled to the street, reduced or no building setbacks, larger sidewalks, increased allowable impervious area, allowance of building height, and reduced parking requirements.

Resolution 2019-178 adopted an updated Downtown Master Plan for the Community Redevelopment Area. The master plan was created with the review of a 17-person steering committee representing a broad spectrum of downtown perspectives. The master plan update emphasized themes within the district, including Economic Development, Sense of Place & Appearance, Transportation and Circulation, Recreation and Open Space, Arts & Culture, Residential Neighborhoods, Environmental Sustainability, Standards and Regulations, and Ensuring the Vision. The proposed project is consistent with the 2019 Downtown Master Plan in the construction of mid-scale residential multi-family development.

The subject property has been vacant since the building demolition in 2014 and was a restaurant use prior to the demolition. The site is 100' in width and 330' in depth. The site has an existing Florida Power and Light electrical vault that cannot

be moved and must be incorporated into any site design. The following are the abutting uses to the subject properties:

EXHIBIT 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Oceanside Country Club	"Low Density Residential"	R-2.5, Single-Family Low-Medium Density
South	Retail & Commercial	"General Commercial"	B-4, General Commercial
East	Retail & Commercial	"General Commercial"	B-4, General Commercial
West	Retail & Commercial	"General Commercial"	B-4, General Commercial

SECTION 3, ANALYSIS:

Application process:

The application seeks to allow 24 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

- A. Zoning map amendment from B-4, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this staff report.**
- B. Issuance of a development order to construct 24 multi-family residential units and associated site improvements on 0.76 acres.

The two (2) actions will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead is the framework for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then this zoning map amendment should also be denied.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

- 1. Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency

with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.

2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on March 14, 2023 and is summarized in the analysis section of this report.
3. **Ormond MainStreet.** The project has sought input from Ormond MainStreet since the formulation of a conceptual plan. The project was reviewed by the Ormond MainStreet Design Committee on May 8, 2023 and the Ormond MainStreet Board of Directors on May 15, 2023. Within ATTACHMENT 3 is a letter of support from Ormond MainStreet. The letter states, "The Design Committee concluded that this condominium project lends itself to our greater mission towards placemaking in the Ormond Beach CRA, and creating a more vibrant, economically sustainable district in which to live, work, and play."
4. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:
 - a. Application submitted by the applicant;
 - b. Staff report;
 - c. Written correspondence provided;
 - d. Testimony presented at the public hearing; and
 - e. Criteria for rezonings and issuance of a Development Order.
5. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are July 18, 2023 and August 1, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:
 - a. Report and recommendation of the site plan review committee and the planning board;
 - b. Report and recommendation of other city departments and advisory boards, as appropriate; and
 - c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

EXHIBIT 3: Application process

PZ-22-098		
Action	Date	Notes
1 st SPRC submittal	August 12, 2022	SPRC review: September 1, 2023
Neighborhood meeting	March 14, 2023	600' mail radius; newspaper ad
2 nd SPRC submittal	May 2, 2023	SPRC review: May 17, 2023
MainStreet Design	May 8, 2023	None
MainStreet Board	May 13, 2023	None
Planning Board	June 8, 2023	300' mail radius; newspaper ad; site posting
City Commission, 1 st	July 18, 2023	300' mail radius; newspaper ad
City Commission, 2 nd	August 1, 2023	newspaper ad
SPRC final review	To be determined	

Neighborhood meeting:

The project conducted a required neighborhood meeting on March 14, 2023 at the Ormond Beach Library. The project attorney and architect described the project at the neighborhood meeting. Key items discussed were as follows:

1. Presented a computer fly-by of the project, detailing the building attributes.
2. A resident of the Ormond Heritage Condominiums expressed objection to the project. It was stated that very few people walk to restaurants and shops. The resident stated that it is a terrible concept and she was totally opposed to it.
3. A member of Ormond MainStreet stated that the project fits in with MainStreet's Master Plan.
4. Discussion occurred about the interface with the golf course and that a buffer wall is required.
5. Discussion of the project amenities including the pool area and dog walk.
6. Discussion of the project price for units. The project team stated that no price had been established.
7. The property owner of the commercial building immediately to the west of the project site expressed support of the project.

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1027/121-East> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

Planned Business Development:

The project application seeks to obtain a Planned Business Development zoning designation. According to Chapter 2, Article II, Section 2-36 of the Land Development Code the purpose of the Planned Business Development zoning district:

“is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories.”

One goal of the Planned Business Development is to, “provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment.”

The issuance of the development order has public input including the neighborhood meeting and correspondence received. While the information is oriented towards the actual site development, the information and input are useful for the zoning map amendment. It is important to note that the zoning map amendment does not include the detailed site plans, but instead provides the framework for the issuance of the development order.

SECTION 4, EXISTING MULTI-FAMILY INVENTORY:

Below, is a list of the existing multi-family rental units within the City of Ormond Beach:

EXHIBIT 4: Existing multi-family units (10 units and over)

Address	Name	Year Built	Number
84 S. Beach Street	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Boulevard	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apartments	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Boulevard	Fisherman's Landing	1985	154
875 Wilmette Avenue (450 & 469 Lakebridge)	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco (<i>annexed</i>)	2002	260
600 Crowne Commerce Court	Reserve at Ormond Beach (<i>annexed</i>)	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Boulevard	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96
TOTAL UNITS			1,908

Below, is a list of the existing multi-family condominiums within the City of Ormond Beach:

EXHIBIT 5: Existing condominiums

Address	Name	Year Built	Units
815 Ocean Shore Boulevard	Ormond Holiday Club	1969	40
915 Ocean Shore Boulevard	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Boulevard	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Ocean Shore Boulevard	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Boulevard	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliki Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station (<i>annexed</i>)	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28

TOTAL UNITS 983

The most recent multi-family developments were constructed in 2010 with Olive Grove (tax credit housing), Madison Glen (senior housing) and Ormond Renaissance Condo (one building). There has been no multi-family development within the Downtown Overlay District (more than 10 units per acre) since the Ormond Heritage Condominiums in 1994. The Ormond Renaissance Condominium is an approved multi-family project with nine (9) buildings (252 units) that have not yet been constructed. There have also been townhome developments that has been less than 10 units per acre that include the Gardens of Addison (56 units), Ormond Grande (60 units) and the Cupola (12 units).

The following projects are within the development review process:

EXHIBIT 6: Proposed projects

Address	Name	Status	Units
215 Williamson Boulevard	Regal Multi-family	Approved	310
2011 West Granada Boulevard & 36 North Tymber Creek Road	Tymber Creek Apartments	Second reading on 6/6/2023	270
145 North Yonge Street	Ormond Enclave	In Review	64
TOTAL UNITS			644

SECTION 5, CRITERIA FOR APPROVAL:

There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan development order.** According to Chapter 1, Article II, Section 1-15(e) of the Land Development Code, the Planning Board shall consider the following when making its decision:

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

The proposed action is a zoning map amendment from B-4, Commercial to PBD, Planned Business Development. The B-4 zoning district, Section 2-25(A) of the Land Development Code states,

“The purpose of the B-4, Central Business Zoning District is to provide for a wide range of uses and facilities in a manner offering optimum design flexibility. Where dimensional or landscape standards cannot be met due to the prevalence of nonconforming lots in this zoning district or at an applicant's option, these requirements may be waived through a city commission monitored process aimed at producing development having design compatibility, meeting required parking to the maximum extent feasible, and achieving a high level of aesthetic appeal through a combination of innovative architecture, landscaping and hardscape materials.”

This item does not approve a specific development plan which is reviewed with the development order item. It is the conclusion of the Site Plan Review Committee that the zoning map amendment will not adversely affect public health, safety, welfare or the quality of life.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The subject property has a land use designation of “General Commercial”. The directive text of the Future Land Use Element of the Comprehensive Plan states,

“A. General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)”

The Comprehensive Plan contains the following Goals, Objectives and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

OBJECTIVE 7.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS

Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Master Plan.

POLICY 7.1.1.

The City shall utilize a Form Based Code to implement the vision stated in the adopted 2007 Downtown Redevelopment Master Plan.

POLICY 7.1.3.

In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

POLICY 7.1.5.

New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed use projects are encouraged and shall take priority in financial assistance from the City.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community’s growth strategy for residential densities, as stipulated within the Future Land Use Element.

Transportation Element

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

Establish Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mix use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

POLICY 1.5.1.

As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs):

- a) A1A from SR 40 south to the city line;
- b) SR 40 from A1A to Williamson Boulevard; and
- c) US 1 from Wilmette Avenue south to the city line.

POLICY 1.5.2.

Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

The zoning map amendment is consistent with the Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The zoning action does not approve a specific development plan and this criterion would be reviewed as part of the issuance of the development order.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The zoning map amendment seeks to allow the framework for uses consistent with the land use designation.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. Detailed traffic studies are provided with the issuance of the development order item.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. The proposed development provides for the safety of occupants and visitors.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18(e)(3) of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from B-4, Commercial to Planned Business Development; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Plan Map designation of "Commercial".

SECTION 6, RECOMMENDATION:

This agenda item seeks to allow a zoning map amendment to Planned Business Development. The agenda item does not approve any specific development approval, but instead a framework for these zoning actions. It is recommended that the Planning Board recommend **APPROVAL** of the zoning map amendment from B-4, Central Business to PBD, Planned Business Development for a 0.76± acre property at 121 East Granada Boulevard.

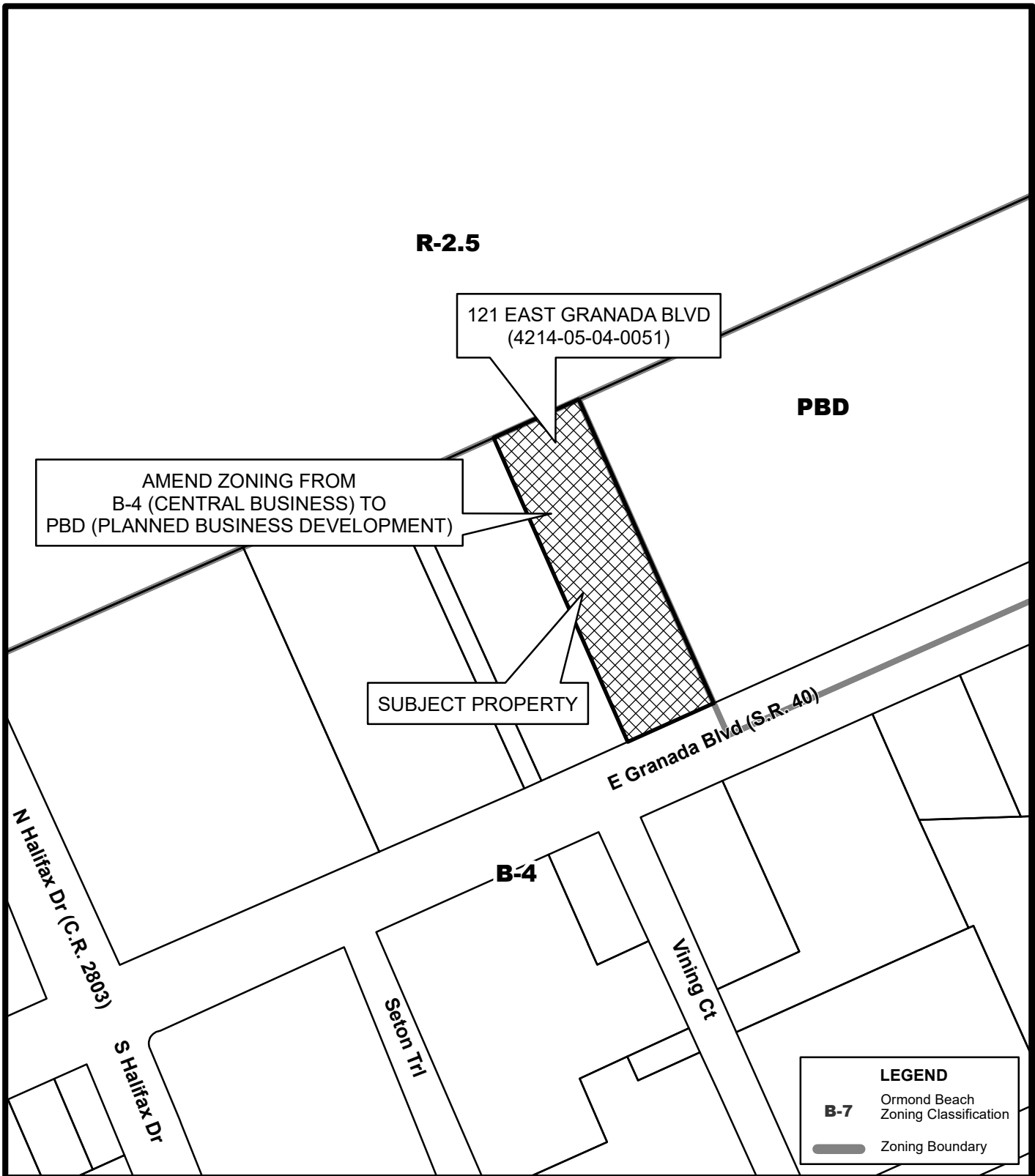
This agenda item is related to the issuance of a development order (next agenda item). If there is a desire to approve or approve with conditions the issuance of a development order, then the zoning map amendment should be approved. If there is a desire to deny the issuance of a development order, then this zoning map amendment should be denied.

Attachments:

- Attachment 1: Zoning map
Attachment 2: Location, aerial, land use maps
Attachment 3: Correspondence received

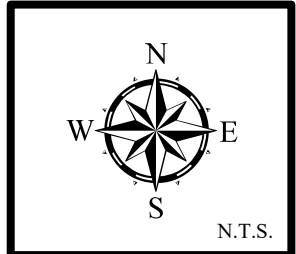
ATTACHMENT 1

Zoning Map for Amendment



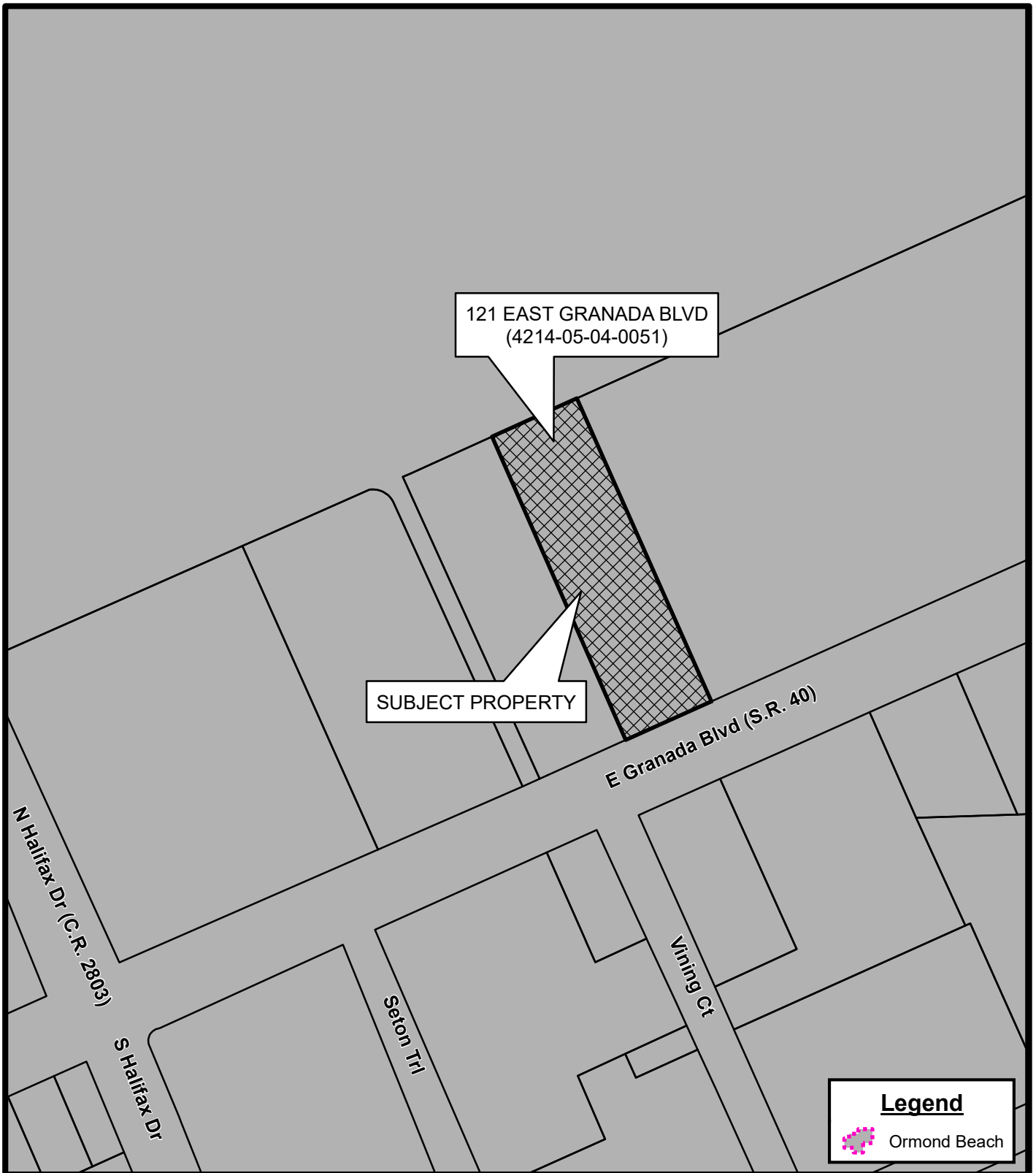
ZONING MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 3, 2023



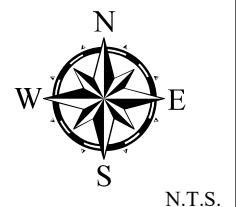
ATTACHMENT 2

Location, aerial, land use
maps



LOCATION MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)

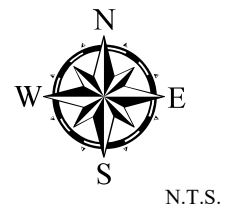
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023

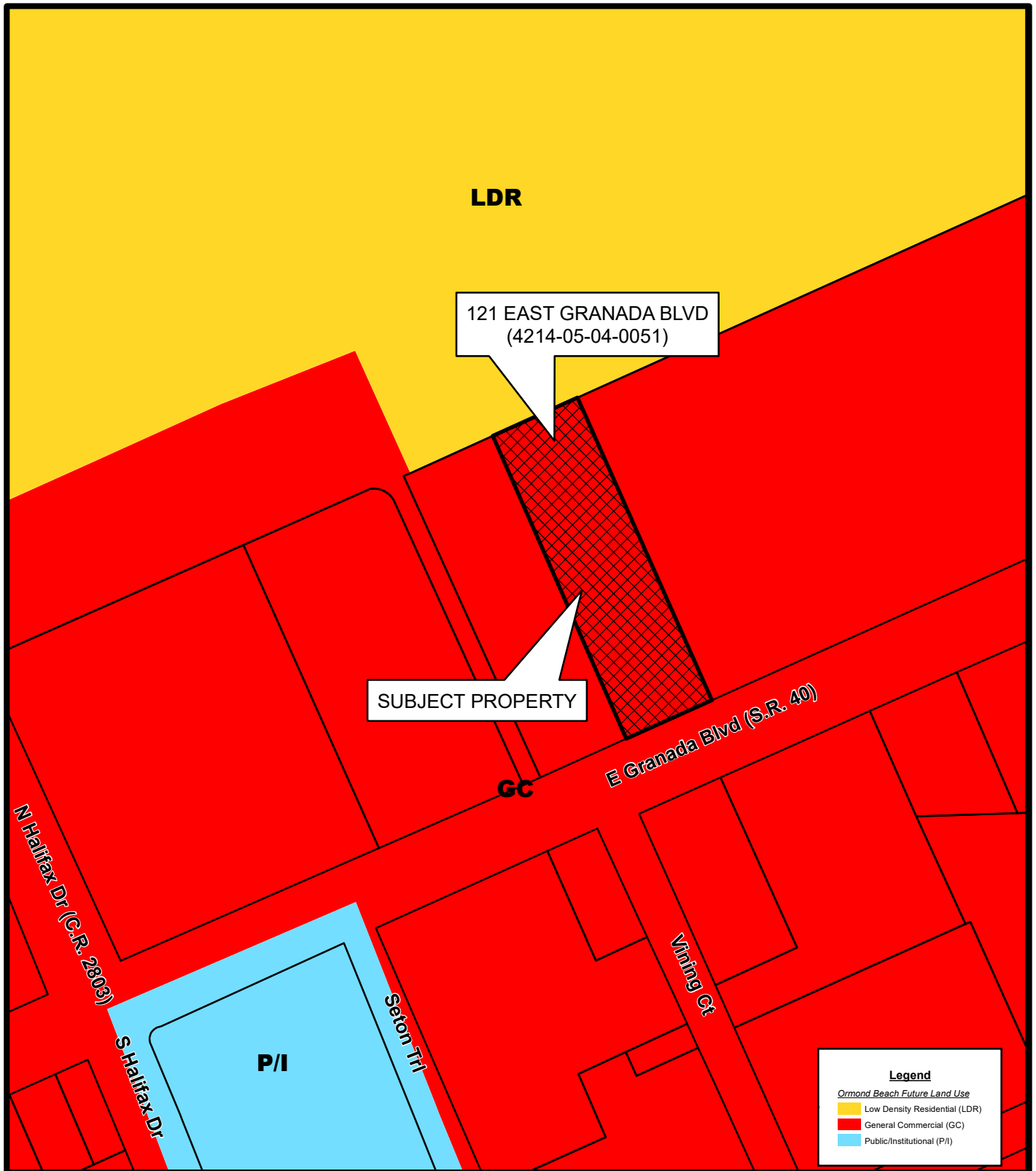




**AERIAL MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)**

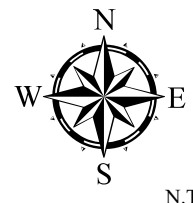
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023





FUTURE LAND USE MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 3, 2023



ATTACHMENT 3

Correspondence received

Spraker, Steven

From: Partington, Bill
Sent: Friday, March 17, 2023 9:06 PM
To: Pamela Gatfield
Cc: Spraker, Steven; Shanahan, Joyce
Subject: Re: Proposed condos 121 E. Granada

Thanks for your email Pam. I would expect this to go to the planning board for review at some point in the future and then possibly come to the Commission with a recommendation for or against.

I'll ask our Planning Director to add you to the notice list so you can get any details on the project and meetings etc.

Sincerely,

Bill

Sent from my iPad

On Mar 16, 2023, at 8:55 PM, Pamela Gatfield <oceanblue2me@gmail.com> wrote:

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Partington,

I just read about the proposed condos on Granada. I moved here in 2019 for the beautiful home town feel of Ormond. From the beautiful street lanterns and Casements, to the palm trees and parks surrounding the best bridge in Volusia County.

Why would you ruin it by planting a SIX STORY condo building on Main St??

Do you see that literally all the buildings are 1-2 story, with the exception of the Ronald McDonald house and Rose Villa? ... Which are 3 and cottage style. A 6 story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town. We do not need 24 units, roughly 50 people to save our shops.

I ride my bike into town daily. I shop, go to sunrise service, go to the beach all on my bike.

The reason the builder says it is such a challenge is because a 6 story building on .75 acres is ridiculous.

The new condos on Halifax are bad enough and do not fit in with the surrounding houses.

May I suggest another restaurant with outdoor seating? Something beautiful and unique with partial ocean view and parking in the back? Maybe something we can brag about?

Please tell me when the next meeting is and how I can stop this.

I appreciate your time and consideration.

Pamela Gatfield

Ormond Beach MainStreet

P.O. Box 2917
Ormond Beach, FL 32175
Phone: (386) 492-2938

**Executive Committee
2022-2023**

Nancy Cortez, President
Thomas Caffrey, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Robert Coleman, Design Committee Chair
John Adams, Economic Vitality Chair

Board of Directors 2022-2023

Dorian Burt
Frank Ganz
Jennifer King
Thomas MacDonald
Paul Osterndorf
Bill Partington, II
Lisa Rademacher
Ashlee Selman
Chuck Spano
Judith Stein
Sam Walter
Whitney Williams

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Executive Director

Rebecca Parker

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Robbins Camper Sales
S.R. Perrott
WSBB

May 24, 2023

Commissioners, City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

Re: Letter of Support for 121 E. Granada Project

Dear Commissioners:

I want to thank you for your attention and consideration as next steps are taken towards the planned residential condominium project at 121 E. Granada Boulevard. Ormond Beach Mainstreet dedicates itself, along with its Design Committee, to assisting in the enhancement of physical and visual assets within our City's Community Redevelopment Area. It meets monthly to discuss important initiatives and developments like these.

The Design Committee first learned of this project over one year ago and has been included in important discussions with key contributors Zev Cohen, Crunch Construction, Cobb Cole, Realty Pros Assured, the lead architect and the Planning Department. Most recently, the groups met during our May Design Committee meeting (5/8/23) to carefully examine design options, neighborhood impact, landscaping improvements and more.

The Design Committee concluded that this condominium project lends itself to our greater mission towards placemaking in the Ormond Beach CRA, and creating a more vibrant, economically sustainable district in which to live, work and play. We also referred to the City's 2019 Downtown Master Plan, which lists as a top priority a "strong desire for more residential in the downtown CRA area," specifically mid-scale development that fosters downtown living.

Ormond Beach Mainstreet voted in its general board meeting on Monday, 5/13 in support of the condominium project at 121 E. Granada Boulevard as it is currently being proposed. Please let me know if you have any further questions or would like additional input from us. We look forward to working together in service of the beautiful community we all call home.

Sincerely,



Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
Office: (386) 492-2938
Mobile: (563) 676-6338

DRAFT

**Planning Board minutes
from**

June 8, 2023

ITEM:

ZMA 2022-098(A)

121 East, 121 East Granada Boulevard,
Zoning Map Amendment

stated that it does and there needs to be verification of the fire access requirements. Mr. Spraker restated that the first step is that there be a majority of residents that desire a one-way traffic pattern. The second step, if residents are interested, is the actual design that could be developed and then voted on by the residents of the roadways.

D. ZMA 2022-098(A) 121 East, 121 East Granada Boulevard, Planned Business Development

E. DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (D) and (E), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker displayed the land use and zoning for the property at 121 East Granada Boulevard. Mr. Spraker stated that the land use allowed a total of 24 residential units and the zoning allowed 20 residential units. He showed pictures of the existing site and a Florida Power and Light (FPL) structure. Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.76 acres that has a B-4, Central Business zoning designation that is seeking a PBD, Planned Business Development zoning designation. The zoning map amendment provides a framework for the next agenda item of the issuance of a development order.

Mr. Spraker summarized the development order process that included SPRC review, a neighborhood meeting, Ormond Beach MainStreet review, Planning Board review, and future City Commission dates. Mr. Spraker stated that the project was in the Downtown Overlay District and noted that the master plan encouraged residential development.

Mr. Spraker detailed the project site plans. He stated that the building was five (5) stories over the ground floor of parking. The second floor has a pool/amenity area to the north of the property and a dog walk area to the east of the building. Mr. Spraker displayed a first floor site plan and the project building elevations.

Mr. Spraker stated that there were two correspondence items received for this project, an e-mail from a resident who was not in favor of the project and desired another use, and the other correspondence, a letter of support from Ormond Beach MainStreet. Mr. Spraker concluded that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker stated that the SPRC is recommending approval of agenda items (D) and (E).

Applicant's Presentation

Mr. Robert A. Merrell, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated there has been months of work put into the project and there is a project team to answer any questions. The property owner and contractor, Mr. Bryan Collyer, is available for any questions. Mr. Merrell remarked that the staff report reviewed in detail the Comprehensive Plan, Downtown Master Plan, and Land Development Code (LDC) requirements and he did not intend to repeat this analysis. He expressed a few key points, the desire to create a sense of place, compact pedestrian

development, and high-quality urban design. Mr. Merrell mentioned that Ormond MainStreet reviewed the project and provided an endorsement.

Mr. Luke Kilic, Project Engineer, Zev Cohen and Associates, 300 Interchange Boulevard, reviewed the project architecture and displayed a fly-around of the proposed building. He stated that the building is broken into a north and south wing. There is a service corridor link between the wings. Mr. Kilic detailed the amenities, including a pool, deck, amenities area, and dog walk. He stated that parking is on the ground floor and the project includes exfiltration chambers for underground stormwater. Mr. Kilic detailed the building including balconies and oversized wings. The elevators would open straight into individual residential units. Mr. Kilic reviewed the front hardscape areas, signage, and heavy landscaping. He stated that the project would generate 68 daily trips.

Mr. Merrell stated that the project is luxury condominiums and is designed to be an iconic structure, and added that the project would provide a large increment of taxes to the Community Redevelopment Area (CRA).

Board Discussion and Questions

Chairman Thomas opened it up to the Board for any questions.

Mr. Railsback asked what the intent was from a leasing perspective and short-term rental. Mr. Merrell stated that they would be allowed to do whatever the Land Development Code (LDC) allowed. Ms. Shull inquired if condominiums set their own rental allowances. Mr. Merrell answered that they can. Mr. Railsback added that the condominium cannot be less restrictive than the municipality and/or state allows. Mr. Merrell responded that these are going to be very expensive units and are not expected to be rentals.

Ms. Shull asked where the air conditioning units would be. Mr. Kilic responded that they will be on the ground floor under the building and are not rooftop units.

Ms. Shull stated that when she first reviewed the packet, the building architecture looked like all of the 1970 condominiums on the beach. She stated that the fly around provided a great perspective and the building is cool looking.

Mr. Galloway remarked on the age of the FPL structure.

Audience Comments/Input

Ms. Pamela Gatfield, 127 Putting Green, read a letter she wrote to the mayor:

“I moved here in 2019 for the beautiful home town feel of Ormond. From the beautiful street lanterns and the Casements, to the palm trees and parks surrounding the best bridge in Volusia County. Why would you ruin it by planting a six-story condo building on our main street? A six-story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town. We do not need 24 units, roughly 50 people to save our shops. I ride my bike into town daily. I shop, go to sunrise service at the beach, all on my bike. The reason the builder says it is such a challenge is because a six-story building on .76 acres is ridiculous. May I suggest another restaurant with outdoor seating? Something beautiful and unique with

partial ocean view and parking in the back? Maybe something we can brag about?”

Ms. Gatfield stated that was the letter she sent to the mayor. She commented that her other concerns are the aesthetics. Ms. Gatfield remarked that it is a beautiful building and video, but you do not see the rest of the town that is already there. Ms. Gatfield stated that it looks like Daytona and not like Ormond. She stated that one of the things she loves about Ormond are the houses north of Granada Boulevard on Ocean Shore Boulevard, with no big high-rises. Ms. Gatfield expressed concern about the traffic and the lack of parking. She stated that urban is a term that is thrown around a lot in the CRA documentation. Ms. Gatfield stated urban has a definition of dense with compactness and lots of buildings. She questioned if the desire is to have the small-town beach vibe or an urban vibe. Ms. Gatfield referenced other places that she has lived and stated that this project does not line up for a small-town beach vibe on Main Street. She expressed that when she thinks of walkability, and where people want to go out to eat or shop, she thinks of New Smyrna Beach or Flagler. Ms. Gatfield concluded that she and her friends love the quietness of Ormond, but go elsewhere or by where the Grind is because it has cool restaurants.

Mr. Merrell stated he appreciated the comments and reminded the Board that a lot of thought went into the guiding documents for this area. The question of beach town or urban was raised, and Mr. Merrell stated that they wanted to be both. Mr. Merrell stated this is the definition of infill and concluded that it is a pioneering development with the property owner taking a large risk.

Ms. Rosa Morey, 158 Tomoka Avenue, stated that she has lived in Ormond and went to school in the area and moved to Miami, attended the University of Miami, and purchased a home in the Village of Palmetto Bay. She commented that she witnessed this same scenario in Miami. Ms. Morey added that they fought against this type of development and explained that they started with four (4)-stories and now they are at twelve (12)-stories. Ms. Morey remarked that she is here because it is like she is re-living something all over again. She stated that she came back to Ormond, opened a business, working with the community, and loves what she does. Ms. Morey expressed that she loved the idea of what they are doing and stated that the city needs to grow. She stated that the project needs to conform to what the city already has and commented that we have a beautiful community and hates that the Ormond Hotel was lost. She expressed that she believes that the project needs to be downsized and thinks that it will look like a sore thumb. Ms. Morey stated that the project needs to be looked at from another angle, and remarked that the new development should not be rushed into, and that the residents should be listened to. Ms. Morey thanked the Planning Board members for their efforts and time invested into the community.

Ms. Gatfield added that she placed the photos of the project and her letter on the Nextdoor app and she got over 3,000 responses. She stated that 95% of the responses were not favorable and encouraged individuals to come to the meeting. Ms. Gatfield commented that respondents felt like nothing was going to happen if they attended the meeting.

Board Discussion and Questions

Mr. Railsback stated that he supports infill and responsible development. He added that from a zoning perspective there are two minor triggers, unit count and building length. Mr. Railsback remarked that he believes that the building height is conforming and is less than the Ormond Heritage. Mr. Railsback indicated that he would support the project.

Mr. Galloway recalled the development history of Ormond Beach and when the Granada Plaza did not exist. It is understood that people hate change, but we are in the next renaissance of Florida. Florida is growing. Mr. Galloway stated he would rather have controlled growth and local developers that build their project. He stated that the developer is taking a risk. Mr. Galloway pointed out that as far as a restaurant, that the property has failed three times as a restaurant. Mr. Galloway stated he would be supporting the project and remarked that housing is needed.

Mr. Jorczak stated that he attended the neighborhood meeting. He recalled that the form based code has been worked on for a number of years and that the aesthetics are appropriate. Mr. Jorczak added that he believes that this is a first-class, high-quality development that will be beneficial to the city and the downtown. Mr. Jorczak concluded that he supports this project and its infill development.

Mr. du Moulin recalled his experiences living in two condominiums which were not positive. He stated that he attended the neighborhood meeting and thought that this was a well thought out project. Mr. du Moulin indicated that he would support the project. He stated that it is inevitable that something will occupy this spot.

Ms. Shull stated that she likes the project and how it has the Ormond Heritage on one end, which are also condos. She commented the project is redeveloping a blighted piece of property. She added that she appreciates that the air conditioners were not roof-mounted. Ms. Shull indicated that she would be supporting the project.

Chairman Thomas stated that in his work he visits a lot of condominiums and that this would be the first project where the elevators open into the individual units. He remarked that he believes that this would be a first-class condominium. Chairman Thomas agreed that there is a need for infill condominiums. He recalled that the site has been a seafood restaurant, then a barbeque restaurant. He agreed with Mr. Galloway that there were concerns if a restaurant would be viable at this location. Chairman Thomas concluded that he thought the project would be a great addition to the city.

ZMA 2022-098(A)

Chairman Thomas opened it up to the Board for a motion.

Mr. Galloway motioned to approve ZMA 2022-098(A) 121 East Granada Boulevard, Planned Business Development. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

DO 2022-098(B)

Chairman Thomas opened it up to the Board for a motion.

Ms. Shull motioned to approve DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

F. SE 2023-045, Mister Car Wash, 49 South Yonge Street, Special Exception

Mr. Spraker, Planning Director, explained this is a request for a Special Exception to allow the addition of vacuum stalls, remove an access point, and install site landscaping at 49 South Yonge Street operating as Mister Car Wash. Mr. Spraker showed a picture from 2019 that showed a canopy with vacuums and hand detailing of vehicles. He also showed a current picture that the canopy and hand detailing service no longer exists.

Mr. Spraker reviewed the Special Exception request that includes removing an access point to U.S. Highway 1, adding of vacuum cleaning stations, and addition of landscaping to screen the vacuum cleaning stations. He displayed renderings of the landscaping and the vacuum cleaning stations. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) recommended approval of the Special Exception application.

Board Discussion and Questions

Mr. Jorczak asked about the height of the proposed plantings and if they would screen the cars. Mr. Spraker replied that the goal is to screen the vacuum equipment and cars. He continued that the city Landscape Architect has specified the planting material and height to provide the screening.

Ms. Shull inquired if a knee-wall was proposed if it will only be landscaped. Mr. Spraker responded that the proposal is just for the landscaping and if the Planning Board believes a wall is needed, that it could be added.

Mr. Railsback asked what required the need for the Special Exception. Mr. Spraker confirmed that the vacuums are within the front yard requiring the Special Exception. Mr. Spraker added the proposed level of intensity is greatly reduced compared with the Sparkle-N-Shine use. Mr. Spraker stated that the height of the landscape material is specified on the landscape plan.

Mr. Railsback asked for confirmation that individuals are not parking any closer to U.S. Highway 1 than today. Mr. Spraker confirmed that the project is not seeking any parking location exceptions and the design would remove an access point and make the property safer.

Mr. Galloway inquired about the lot behind 49 South Yonge Street is a city lot. Mr. Spraker answered that their parking lot was a shared lot with the car wash owning a portion (203 Tomoka Avenue) and the city owning a portion of the parking lot area (179 Tomoka Avenue). Mr. Galloway asked for the intent of the portion of the lot at 203 Tomoka Avenue for the vacuum areas. Mr. Spraker replied that his understanding was that they are to be left as they exist today and that the applicant may be able to provide additional information. Mr. Jeff Burr, Mister Car Wash, explained that the rear vacuums are free vacuums to individuals. Mr. Burr added that they anticipate a lot less traffic on the rear lot once the proposed improvements are

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.F
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-39	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	121 East, 121 East Granada Boulevard, Issuance of a Development Order			
Budget Impact:	There is no budget impact as the result of the issuance of the development order. The project would provide an increase in tax increment within the CRA as the result of the proposed improvements.			
Summary:	This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD, Planned Business Development and (2) the issuance of a development order. The 121 East Planned Business Development seeks to allow the construction of 24 multi-family residential units and associated site improvements on 0.76± acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Agency area. The Planning Board recommended approval.			
Recommended Action:	It is recommended the City Commission approve the Planned Business Development application to allow the construction of 24 multi-family units on 0.76± acres at 121 East Granada Boulevard. The Planning Board recommended approval with a 6-0 vote at its June 8, 2023 meeting.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 6/15/2023 6/19/2023  				

Joyce Shanahan, City Manager

6/19/2023

A handwritten signature in blue ink, reading "Joyce Shanahan". The signature is written in a cursive, flowing style.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: 121 East, 121 East Granada Boulevard, Issuance of a Development Order

Commission Goal: Transportation & Community Development - Other

Introduction

This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD, Planned Business Development and (2) the issuance of a development order. The 121 East Planned Business Development seeks to allow the construction of 24 multi-family residential units and associated site improvements on 0.76± acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Agency (CRA) area.

Background

The property has a land use designation of "General Commercial" and a zoning classification of B-4 (Central Business). The property is located within the CRA and Downtown Overlay District as defined by Section 2-70 of the Land Development Code. The Downtown Overlay District implements a form-based code that is different than the remainder of the city. The Downtown Overlay District seeks buildings that are pulled to the street, reduced or no building setbacks, larger sidewalks, increased allowable impervious area, allowance of building height, and reduced parking requirements.

Resolution 2019-178 adopted an updated Downtown Master Plan for the CRA. The master plan was created with the review of a 17-person steering committee representing a broad spectrum of downtown perspectives. The master plan update emphasized themes within the district, including Economic Development, Sense of Place & Appearance, Transportation and Circulation, Recreation and Open Space, Arts & Culture, Residential Neighborhoods, Environmental Sustainability, Standards and Regulations, and Ensuring the Vision.

The proposed project is consistent with the 2019 Downtown Master Plan in the construction of mid-scale residential multi-family development. The subject property

has been vacant since the building's demolition in 2014 and was a restaurant use prior to the demolition. The site is 100' in width and 330' in depth. The site has an existing Florida Power and Light electrical vault that cannot be moved and must be incorporated into any site design.

Discussion

Below is a summary of the project. The items listed in bold are items that require the issuance of a development order for the Planned Business Development.

1. The site is approximately 0.76 acres.
2. Land use density allowed = 24 residential units (32 units per acre). Zoning density allowed = 20 units (26 units per acre).
3. **121 East density requested = 24 residential units (32 units per acre).** The Planned Business Development is required to obtain the density allowed by the land use which is over the zoning density standard of 26 units per acre. The difference between the zoning "by right" zoning density and the requested Planned Business Development is four (4) units.
4. Total site impervious area = 89.45%. Allowed impervious area = 90%.
5. Total pervious area = 10.55%.
6. The project proposes a ground level parking area (see Sheet C3) and the building over the ground level parking areas, totaling five (5) floors (see Sheet EX1).
7. Sheet EX 1 in Exhibit "D" shows the building area. The building contains four (4) components:
 - 1) Building south wing – residential – five (5) floors;
 - 2) Building north wing – residential – five (5) floors;
 - 3) Pool/amenity area – second floor only; and
 - 4) Dog walk/amenity area – second floor only.
1. Sheet SF1 in Exhibit "D" shows the building's setbacks. Note that the Downtown Overlay District does not require front, rear, or side setbacks.
2. The front building setback is 37'5 feet. The building is setback to allow turning movement for the project dumpster area, project utilities, and is screened with a wall.
3. **Section 2-57(22)(f) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet.** The proposed building is 242.5 feet excluding the pool/amenities center and 276.50 feet including the pool/amenities center.
4. The building is designed in compliance with the neo-eclectic architectural style, see sheets A-2.1 and S1 for specific compliance details.
5. The building height is proposed at 74'11". The project would be required to perform a vertical survey once the building is constructed to ensure it does not exceed 75' in height.
6. The project parking requirement is 36 spaces and 40 parking spaces are provided.
7. The existing FPL vault is proposed to remain and the project team has

coordinated with FPL.

8. Sheet C5, Exhibit "D" shows StormTech underground chambers for stormwater.
9. Per the Downtown Overlay District, the project shall provide a sidewalk easement to allow the sidewalk along Granada Boulevard to be a total of eleven feet in width.
10. The project is within the Transportation Concurrency Exception Area (TCEA).
11. The development order would contain hours of allowable outdoor construction of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No work permitted on Sundays.
12. The project is seeking the project name signage on each side of the walls in the entrance area abutting East Granada Boulevard.
13. The Planned Business Development would incorporate the uses and dimensional standards of the B-4, Central Business zoning district.

Planning Board

The Planning Board reviewed the zoning map amendment at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no specific references to the zoning map amendment and the Planning Board discussion focused on the site development and issuance of the development order. There were two (2) residents who spoke on this agenda item. Key points included:

A six-story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town.

1. Expressed concern about traffic and parking.
2. Negatively impact the small-town beach vibe.
3. The project needs to conform to what has already been built in the area.
4. The project needs to be downsized.

Key portions of the Planning Board discussions included:

1. The property has failed three times as a restaurant.
2. A Board member stated that they supported infill and responsible development.
3. Aesthetics are appropriate and this is a high-quality development that would help the downtown area.
4. The project is re-developing a blighted piece of property. The Planning Board meeting minutes are attached to this agenda item.

Budget Impact

There is no budget impact as the result of the issuance of the development order. The project would provide an increase in tax increment within the CRA as the result of the proposed improvements.

Citizen Impact

The key item discussed at the Planning Board was the appropriateness of the scale of the building. There were two residents who questioned if the building was appropriate based on scale and height. The residents also questioned if the building was consistent with the other buildings in the area. The project was discussed at Ormond MainStreet and a letter of support was included in the agenda packet.

Recommendation

It is recommended the City Commission approve the Planned Business Development application to allow the construction of 24 multi-family units on 0.76+ acres at 121 East Granada Boulevard. The Planning Board recommended approval with a 6-0 vote at its June 8, 2023 meeting.

Attachments:

1. 23-39 121 East Granada DO (P23-0112G)
2. 121 East Granada Blvd DO
3. Exhibit A, 121 EGB, Legal Description, V2
4. Exhibit B, SPRC comments - 121 East
5. Exhibit C, PBD conditions-121 East V2
6. Exhibit D, site plans, 121 East
7. 06.08.2023, 121 East, Issuance of Development Order PB Report(8.5X11)
8. 06.08.2023, DRAFT PB Minutes - 121 EAST, DO

Approvals:



Kelly McGuire, Finance Director

Date: June 15, 2023



Claire Whitley, Assistant City Manager

Date: June 19, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-39

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 121 EAST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER: 4214-05-04-0051), TO BE KNOWN AS “121 EAST”; AUTHORIZING THE DEVELOPMENT OF 24 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Dime Rock Properties, LLC, a Florida Limited Liability Company (“Property Owner”) is the fee simple owner of certain real property consisting of approximately 0.76 acres located at 121 East Granada Boulevard (Volusia County parcel number: 4214-05-04-0051), as more particularly described and depicted in Exhibit “A” to the Planned Business Development (PBD) Development Order attached hereto and incorporated herein (“Property”), and

WHEREAS, the Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development to allow 24 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 0.76 acres, to be known as “121 East” as described and depicted in the PBD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from B-4, Central Business, to Planned Business Development (PBD), and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-4, Central Business zoning district, except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(d)(2) of the *Land Development Code*, and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The report and recommendations of the Site Plan Review Committee;
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and
- (4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will

not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors;

- (9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the “121 East” project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the “121 East” Planned Business Development to allow the construction 24 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 0.76 acres.

SECTION THREE. Section 2-25(B)(2) of the *Land Development Code* allows a multi-family density of 26 units per acre. The land use of “General Commercial” of the city’s *Comprehensive Plan* allows a maximum of 32 units per acre. The request for 24 multi-family units, or 32 units per acre, for the Planned Business Development as shown, described, and depicted in Exhibit “D” to the PBD Development Order is hereby granted.

SECTION FOUR. Section 2-57(22)(f) of the Land Development Code states “No structure shall exceed one hundred eighty feet (180') in length, unless a planned

development is obtained.” The request for a building length of 242.5 feet excluding the pool/amenities center, and 276.50 feet including the pool/amenities center, as shown, described, and depicted in Exhibit “D” to the PBD Development Order is hereby approved.

SECTION FIVE. The Applicant, including the Applicant’s successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Dime Rock Properties, LLC, a Florida Limited Liability Company
 Application No. 2022-098
 Project Name: 121 East
 Property Address: 121 East Granada Boulevard
 Parcel ID No.: 4214-05-04-0051

**PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on July 18, 2023, and August 1, 2023, and the City Commission having considered those items as required by Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development District, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Dime Rock Properties, LLC, a Florida Limited Liability Company (“Property Owner”) for property located at 121 East Granada Boulevard (Volusia County parcel number: 4214-05-04-0051) as more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein (“Property”), for a Development Order for a Planned Business Development to be known as “121 East”, to allow the construction of 24 multi-family residential units and associated site improvements under certain conditions on .76 acres, on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit “B” shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit “C”;

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Planned Business Development Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Chapter 1, Article II, Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Chapter 1, Article II, Section 1-14(3)(b) of the *Land Development Code*, and a new application for a Planned Business Development Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Chapter 1, Article II, Section 1-14, or with the conditions provided in the Planned Business Development Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be August 1, 2026, then this Planned Business Development Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code*. If a building or site engineering permit is issued on or before August 1, 2026, the project shall be vested.

I. This Planned Business Development Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit “A” attached hereto.

ORDERED this 1st day of August, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

LEGAL DESCRIPTION
(from J.B. Fries & Associates, Inc. survey)

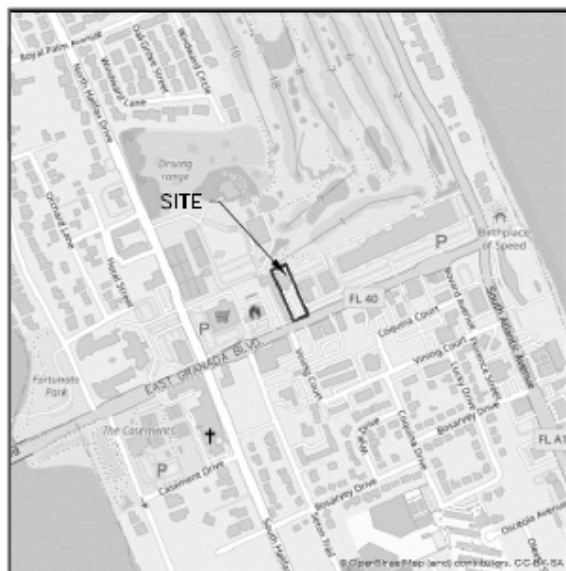
PLAT OF BOUNDARY SURVEY OF :

THE EASTERLY 100 FEET OF THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAID OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAID OUT; THENCE NORTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

SAID PROPERTY IS ALSO DESCRIBED AS:

THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAID OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAID OUT; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO SAID NORTH LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

LOCATION MAP



VICINITY MAP

SCALE: 1" = 500'

PARCEL ID: 4214-05-04-0051

OWNER: DIME ROCK PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

APPLICANT: ROBERT A. MERRELL, ESQUIRE, COBB COLE, ON
BEHALF OF THE PROPERTY OWNER, DIME ROCK
PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY
COMPANY

APPLICATION ADDRESS: 121 EAST GRANADA BLVD., ORMOND BEACH, FL 32174

EXHIBIT “B”

Page 1 of 4

SITE PLAN REVIEW COMMITTEE OUTSTANDING COMMENTS

Project Name: PZ-22-098

Project Description: 121 East Granada Boulevard, 121 East

Review Comments List Date: 5/30/2023

Ref. # 53, Civil Engineer, David Allen, 8/29/22 11:53 AM, Cycle 1, Unresolved

Markup: Civil-Stormwater Design, PD Plan Stormwater & Environmental Plan Page 5.pdf

Provide the criteria for design for this stormwater facility?

Ref. # 69, Civil Engineer, David Allen, 5/15/23 3:12 PM, Cycle 2, Unresolved

Markup: Civil-Elevations Stormwater, PD Plan Stormwater & Environmental Plan Page 5.pdf

Provide a detail that shows the elevations that will be reflected in the Stormwater Calculations for the volume of the retained surface water.

Ref. # 70, Civil Engineer, David Allen, 5/15/23 3:14 PM, Cycle 2, Unresolved

Markup: Civil-Chamber Detail/Volume, 21173 Stormwater Calculations.pdf

Provide a detail that shows the bottom of the storm, bottom of the chamber, top of the chamber, top of stone, base material and asphalt or concrete pavement.

These elevations should match the calculations of the aggregate volume as the volume of water increases.

Ref. # 74, Civil Engineer, David Allen, 5/16/23 9:30 AM, Cycle 2, Unresolved

Markup: Civil-Hydraulic Gradeline, PD Plan Stormwater & Environmental Plan Page 5.pdf

While the parking surface is under roof, there will be some surface water entering into the system. Provide assurance that the pipe and inlet system does not create a ponding situation on the parking surface. The LDC uses the peak stage of the design storm, in this case 13.68 as the tailwater for a hydraulic gradeline calculation.

Ref. # 75, Civil Engineer, David Allen, 5/16/23 9:38 AM, Cycle 2, Unresolved

Markup: Civil-Dumpster, VT1 VEHICLE TRACKING PLAN EXHIBIT.pdf

Is this a normal dumpster operation? Will the dumpster vehicle lift overhead to empty? Will this affect the second story?

If this is not a normal dumpster operation, provide information on the process that will be followed. Include the number and sizes of the proposed roll-off containers. Will the process of unloading the containers be done on private property and not in the right of way? Will the unloading process block the access to the parking area?

Ref. # 3, Fire Plans Examiner, MLG Municipal Services, 8/24/22 12:54 PM, Cycle 1, Unresolved

Markup: Changemark note #01, PD Plan Overall Development Plan Page 4.pdf

Please show a emergency vehicle ingress/egress route to the building. This information shall include as a minimum: Overhead clearance dimensions, access route clear width dimensions, grade and slope, turning radius, and vehicle turn around areas. Additionally, please show architectural elevation and floor plan details related to the location of exit stairwells, building entrances/exit lobbies, elevators and fire protection system connections.

EXHIBIT “B”

Page 2 of 4

Ref. # 55, Landscape Architect, Cara Culliver, 5/4/23 3:54 PM, Cycle 2, Unresolved

Markup: 10% Pervious Exhibit, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide an exhibit that demonstrates the 10% pervious area requirement. Please show the areas and provide the square footages for each area.

Ref. # 56, Landscape Architect, Cara Culliver, 5/4/23 3:54 PM, Cycle 2, Unresolved

Markup: Second Floor Plan - Lady Palms, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- These palms & annuals will not withstand the salt exposure, please change this plant material that can withstand the salt spray & wind.

Ref. # 57, Landscape Architect, Cara Culliver, 5/4/23 3:58 PM, Cycle 2, Unresolved

Markup: Building Outline Second Floor - Cabbage Palms, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- The building outline for the second floor needs to match the civil set. This will determine where the proposed Cabbage palms can be placed. There are other areas where palms could be placed.

- Please look at and analyze the shadows that the building will be casting and proposed plant materials. Interior type palms might be better for these areas?

Ref. # 58, Landscape Architect, Cara Culliver, 5/4/23 4:06 PM, Cycle 2, Unresolved

Markup: Conceptual Landscape Plan, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide a biddable landscape plan and key out the plant material areas with quantities.

Ref. # 59, Landscape Architect, Cara Culliver, 5/4/23 4:15 PM, Cycle 2, Unresolved

Markup: Retaining Wall - Eastside, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- How tall is the retaining wall on the eastside, looks like from the renderings this wall is higher than the second floor? Is this correct?

- Are the second story planters shielded by this wall?

Ref. # 60, Landscape Architect, Cara Culliver, 5/4/23 4:20 PM, Cycle 2, Unresolved

Markup: Landscape Areas, A-3 renderings.pdf

- Please update these renderings to reflect the plantable area as shown on the landscape plan.

Ref. # 61, Landscape Architect, Cara Culliver, 5/4/23 4:23 PM, Cycle 2, Unresolved

Markup: Vertical Plantings, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Might want some vertical planting to frame the entrance signs and soften/break the blank walls.

Ref. # 62, Landscape Architect, Cara Culliver, 5/4/23 4:29 PM, Cycle 2, Unresolved

Markup: Elevation Drawings, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please update the elevations to show the second floor planters. I need a better understanding if they are going to be exposed to east salt and winds?

Ref. # 63, Landscape Architect, Cara Culliver, 5/5/23 9:08 AM, Cycle 2, Unresolved

Markup: Second Story Pool Planters, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide planter details and key out plant materials.

EXHIBIT “B”
Page 3 of 4

Ref. # 10, Planner 2, Sarah Cushing, 8/24/22 3:28 PM, Cycle 1, Unresolved

Markup: Planning - building facade , 121 pitch 2.pdf

Section 2-70(e)(3)(f) states the facade shall be vertically divided into segments no larger than thirty feet (30'); and (g) states street walls shall be made of brick, block or stucco to match facade of principal building.

Ref. # 81, Planner 2, Sarah Cushing, 5/16/23 4:01 PM, Cycle 2, Unresolved

Ref. # 82, Planner 2, Sarah Cushing, 5/16/23 4:03 PM, Cycle 2, Unresolved

Markup: Planning - dumpster pad detail, PD Plan Overall Developmetn Plan Page 4.pdf

Provide a detail of the dumpster pad and enclosure to meet the requirements outlined in Section 2-50(l)

Ref. # 83, Planner 2, Sarah Cushing, 5/16/23 4:04 PM, Cycle 2, Unresolved

Markup: Planning - screening wall detail, PD Plan Overall Developmetn Plan Page 4.pdf

Provide a wall detail which includes the height and material.

Ref. # 88, Planner 2, Sarah Cushing, 5/16/23 4:16 PM, Cycle 2, Unresolved

Markup: Planning - Building colors, A-3 renderings.pdf

Color swatches for all of the building colors will be needed at time of permitting for construction.

Ref. # 89, Planner 2, Sarah Cushing, 5/16/23 4:19 PM, Cycle 2, Unresolved

Ref. # 92, Planner 2, Sarah Cushing, 5/17/23 11:42 AM, Cycle 2, Unresolved

Markup: Planning - signage size, A-3 renderings.pdf

Please provide a square-footage calculation of the proposed signage and include a detail as available.

Ref. # 64, Planner 3, Becky Weed, 5/10/23 2:17 PM, Cycle 2, Unresolved

Markup: Crown of Road, PD Plan Stormwater & Environmental Plan Page 5.pdf

Staff has determined that the crown of the road is 14.83 feet. The FFE then needs to be 16.33 feet. Please adjust the FFE or provide other justification for a different crown of road or obtain a letter from the City Engineer allowing a lower FFE.

Ref. # 25, Planning Director, Steven Spraker, 8/25/22 7:50 PM, Cycle 1, Unresolved

Comment:

Ref. # 35, Planning Director, Steven Spraker, 8/25/22 8:16 PM, Cycle 1, Unresolved

Comment:

Planning, Sheet C3

Per Section 4-06(4)(d)(8) of the LDC, please provide:

Lighting plan indicating the location for lighting for streets, access drives, parking lot, building access points and additional security lighting.

EXHIBIT "B"
Page 4 of 4

Ref. # 38, Planning Director, Steven Spraker, 8/25/22 8:29 PM, Cycle 1, Unresolved

Markup: Planning, architectural elevations, 121 pitch 2.pdf

1. What is the height of the ground parking area to the building?
2. What is the overall height of the building. Please show on the plan sheet.
3. Please add a note to the architectural elevations that the maximum height for any structure is 75 feet. The project shall be required to provide an as-built height survey detailing the constructed height.

Ref. # 43, Planning Director, Steven Spraker, 8/25/22 8:40 PM, Cycle 1, Unresolved

Markup: Planning, Sheet C4, PD Plan Overall Development Plan Page 4.pdf

Section 2-70(g) of the LDC - Provide sidewalk easements to expand the existing width of the current sidewalk on Granada Boulevard to eleven feet (11'), thus providing pedestrian safety as well as landscaping opportunities.

Ref. # 68, Planning Director, Steven Spraker, 5/12/23 1:20 PM, Cycle 2, Unresolved

Markup: Planning, Proposed Screen Wall, PD Plan Overall Development Plan Page 4.pdf

Please provide detail of the proposed screen wall and height - all property lines with screen wall.

Ref. # 71, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: Utility Conflict, PD Plan Stormwater & Environmental Plan Page 5.pdf

Existing utilities present between proposed structures DSC-1 and ST-9 include 8-inch gravity sewer, fiber optic cabling, and a 10-inch water main. Please advise how the contractor should handle these utility conflicts.

Ref. # 72, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: Asphalt and Sidewalk Details, PD Plan Stormwater & Environmental Plan Page 5.pdf

Please add FDOT details regarding the asphalt and sidewalk open cut and repair sections

Ref. # 73, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: FDOT Permit, PD Plan Stormwater & Environmental Plan Page 5.pdf

Please advise when FDOT permit is obtained.

121 EAST
PLANNED BUSINESS DEVELOPMENT
SPECIAL CONDITIONS

1. The site is approximately 0.76 acres.
2. Land use density allowed = 24 residential units (32 units per acre).
3. Zoning density allowed = 20 units (26 units per acre).
4. Section 2-25(B)(2) of the Land Development Code allows a multi-family density of twenty-six (26) units per acre. The land use of “General Commercial” of the city’s Comprehensive Plan allows a maximum of 32 units per acre. The request for 24 multi-family units, or 32 units per acre, for the Planned Business Development as shown, described, and depicted in Exhibit “D” to the PBD Development Order is hereby granted.
5. The difference between the zoning “by right” zoning density and the requested Planned Business Development is four (4) units.
6. Total site impervious area = 89.45%. Allowed impervious area = 90%.
7. Total pervious area = 10.55%.
8. Project proposes a ground level parking area (see Sheet C3 of Exhibit “D”) and the building over the ground level parking areas, totaling five (5) floors (see Sheet EX1 of Exhibit “D”).
9. Sheet EX 1 in Exhibit “D” shows the building area. The building contains four (4) components:
 - A. Building south wing – residential – five (5) floors;
 - B. Building north wing – residential – five (5) floors;
 - C. Pool/amenity area – second floor only; and
 - D. Dog walk/amenity area – second floor only.
10. Sheet SF1 in Exhibit “D” shows the building setbacks. Note that the Downtown Overlay District does not require front, rear, or side setbacks.
11. The front building setback is 37’5 feet. The building is setback to allow turning movement for the project dumpster area, project utilities, and is screened with a wall.
12. Section 2-57(22)(f) of the Land Development Code states “No structure shall exceed one hundred eighty feet (180’) in length, unless a planned development is obtained.” The request for a building length of 242.5 feet excluding the pool/amenities center and 276.50 feet including the pool/amenities center as shown, described, and depicted in Exhibit “D” to the PBD Development Order is hereby approved.
13. The building is designed in compliance with the neo-eclectic architectural style, see sheets A-2.1 and S1 of Exhibit “D” for specific compliance details.

EXHIBIT “C”

Page 2 of 2

14. The building height is proposed at 74’11”. The project would be required to perform a vertical survey once the building is constructed to ensure it does not exceed 75’ in height.
15. The project parking requirement is 36 spaces and 40 parking spaces are provided.
16. The existing FPL vault is proposed to remain and the project team has coordinated and obtained approved of the site plan with FPL.
17. Sheet C5, of Exhibit “D” shows StormTech underground chambers for stormwater.
18. Sheet C6, of Exhibit “D”, shows connections to existing water and sewer lines along East Granada Boulevard.
19. Per the Downtown Overlay District, the project shall provide a sidewalk easement to allow the sidewalk along Granada Boulevard to be a total of eleven feet in width prior to the Certificate of Occupancy of the building.
20. The project is within the Transportation Concurrency Exception Area (TCEA).
21. School concurrency is required prior to final SPRC approval.
22. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.
23. The project is granted the ability to construct the project name signage, see Exhibit “D” on each side of the walls in the entrance area abutting East Granada Boulevard.
24. The Planned Business Development would incorporate the uses of the B-4, Central Business zoning district.

121 EAST

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL PLANNED DEVELOPMENT (PD) PLANS

OWNER:
DIME ROCK PROPERTIES, LLC.
375 FENTRESS BLVD
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 274-1234
FAX NUMBER: (386) 274-5678
CONTACT PERSON: COLLYER, BRYAN R
e-mail: bryan@crconstruction.net

CIVIL ENGINEER:
ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: KILIC, P.E.
e-mail: khilic@zeycohen.com

SURVEYOR:
J. B. FRIES & ASSOCIATES, INC.
#3435 WEST STATE ROAD #40
ORMOND BEACH, FLORIDA 32174
PHONE NUMBER: (386) 671-1700
FAX NUMBER
CONTACT PERSON: BRYAN E. FRIES P.S.M.
e-mail: jbfries@ymail.com

LANDSCAPE ARCHITECT:
ZEY COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zeycohen.com

ATTORNEY:
COBB COLE
149 S. RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114
PHONE NUMBER (386) 323-9265
FAX NUMBER (386) 944-7955
CONTACT PERSON: ROB MERRELL
e-mail: rob.merrell@cobbcole.com

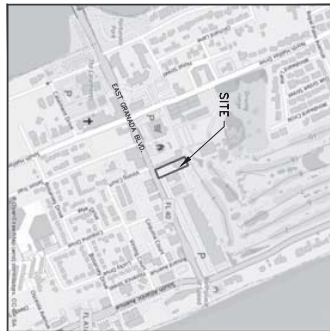
PROJECT DESCRIPTION:

PLANNED RESIDENTIAL DEVELOPMENT INCLUDING FOR 24 UNIT CONDOMINIUM DEVELOPMENT.

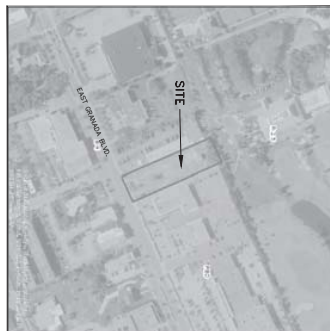
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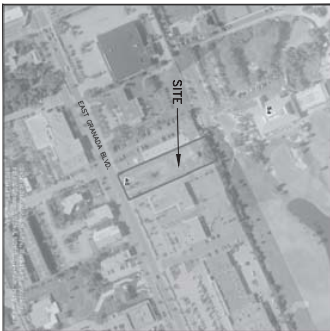
- 421405040052
GRANADA PLAZA GROUP, LLC
444 SEABREEZE BLVD., STE 1000
DAYTONA BEACH, FLORIDA 32114
SITE ADDRESS:
125 E. GRANADA BLVD., ORMOND BEACH, FLORIDA 32176
- 421405040060
OCEANSIDE GOLF & COUNTRY CLUB
75 HALAFAX DRIVE
ORMOND BEACH, FLORIDA 32176
SITE ADDRESS:
75 HALAFAX DRIVE, ORMOND BEACH, FLORIDA 32176
- 421405040053
DIME ROCK PROPERTIES, LLC
375 FENTRESS AVENUE
ORMOND BEACH, FLORIDA 32174
SITE ADDRESS:
115 E. GRANADA BLVD., ORMOND BEACH, FLORIDA 32176
- GRANADA BOULEVARD/STATE ROUTE 40



VICINITY MAP
SCALE: 1" = 200'



ZONING MAP
SCALE: 1" = 200'



SOILS MAP
SCALE: 1" = 200'



FLOOD ZONE MAP
SCALE: 1" = 200'

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
SCALE: 1" = 200'

FLOOD ZONE 7, PER FEMA MAPS 13270201AK
SCALE: 1" = 200'

SHEET INDEX:

C1	COVER SHEET
C2	EXISTING CONDITIONS PLAN
C3	PROPOSED LAND USE PLAN
C4	GROUND FLOOR PLAN
C5	STORMWATER & ENVIRONMENTAL PLAN
C6	UTILITY PLAN
LA1-LA2	CONCEPTUAL LANDSCAPE PLAN
VT1	VEHICLE TRACKING PLAN EXHIBIT
SF1	SECOND FLOOR PLAN EXHIBIT

LEGAL DESCRIPTION:

THE EASTERN 100 FEET OF PLAT PART OF SUBDIVISION LOT 5, SECTION 14, TOWNSHIP 14 NORTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY A STREET OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 20 FOOT STREET AS FORMERLY Laid OUT, THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA BOULEVARD, A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, THENCE EASTERLY ALONG SAID STREET, LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING, EXCEPTING THE PROPERTY DESCRIBED HEREIN IS IN "UNIMPAID ZONE 7" PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 132136, DATE 6, MAP NUMBER 13270201AK, DATED 29 SEPTEMBER, 2017.

SAID PROPERTY IS ALSO DESCRIBED AS:

PLAT PART OF SUBDIVISION LOT 2, SECTION 14, TOWNSHIP 14 NORTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY A STREET OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 20 FOOT STREET AS FORMERLY Laid OUT, THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA BOULEVARD, A DISTANCE OF 200 FEET TO A POINT, THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, THENCE EASTERLY ALONG SAID STREET, LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING, EXCEPTING THE PROPERTY DESCRIBED HEREIN IS IN "UNIMPAID ZONE 7" PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 132136, DATE 6, MAP NUMBER 13270201AK, DATED 29 SEPTEMBER, 2017.

121 EAST

PLANNED DEVELOPMENT (PD) PLANS COVER SHEET

CITY OF ORMOND BEACH

VOLUSIA COUNTY, FLORIDA

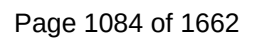
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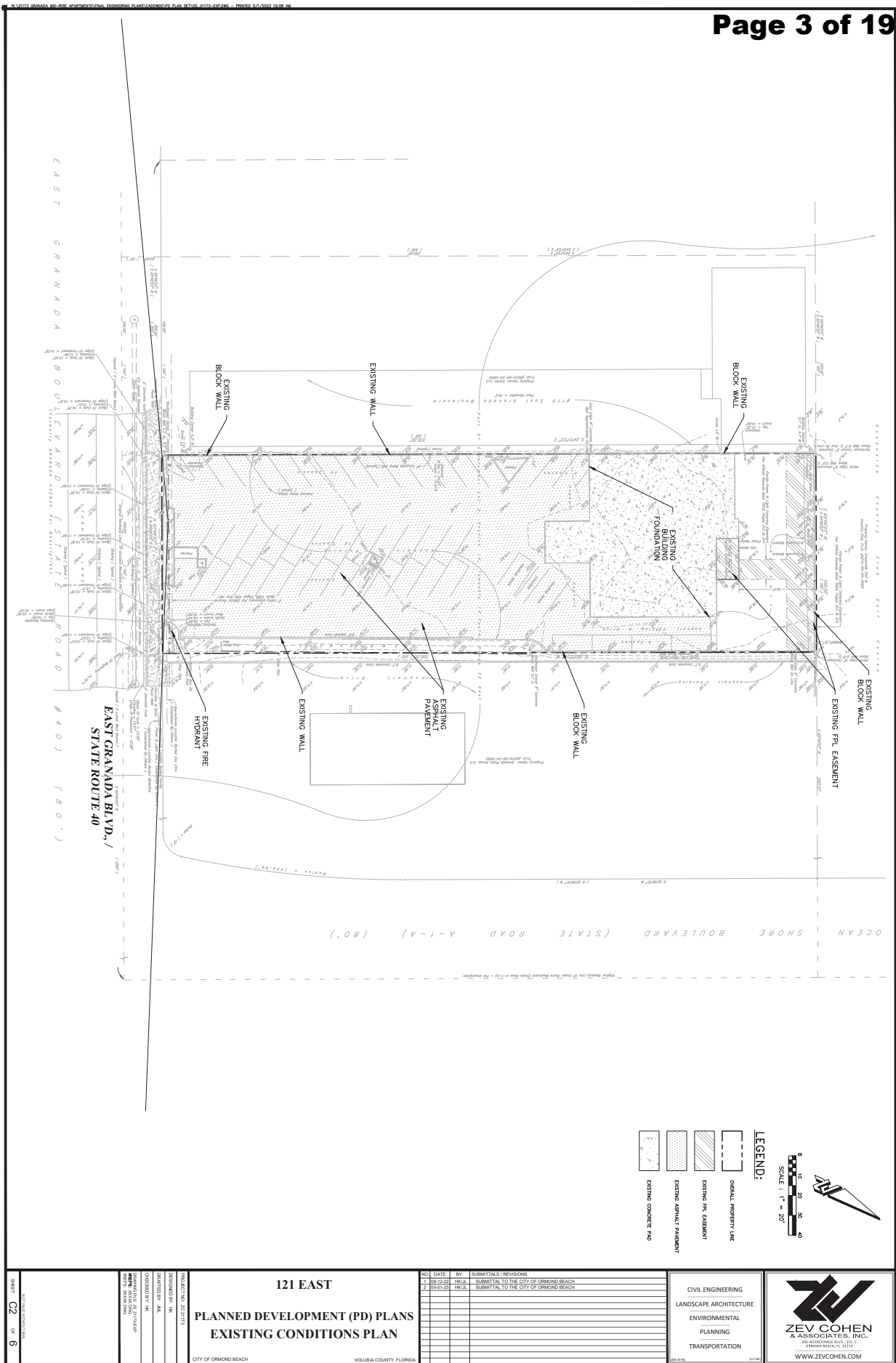
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

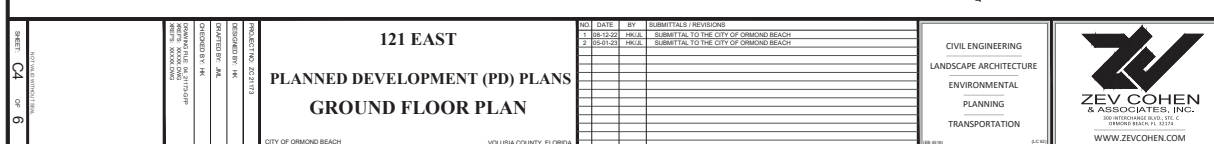


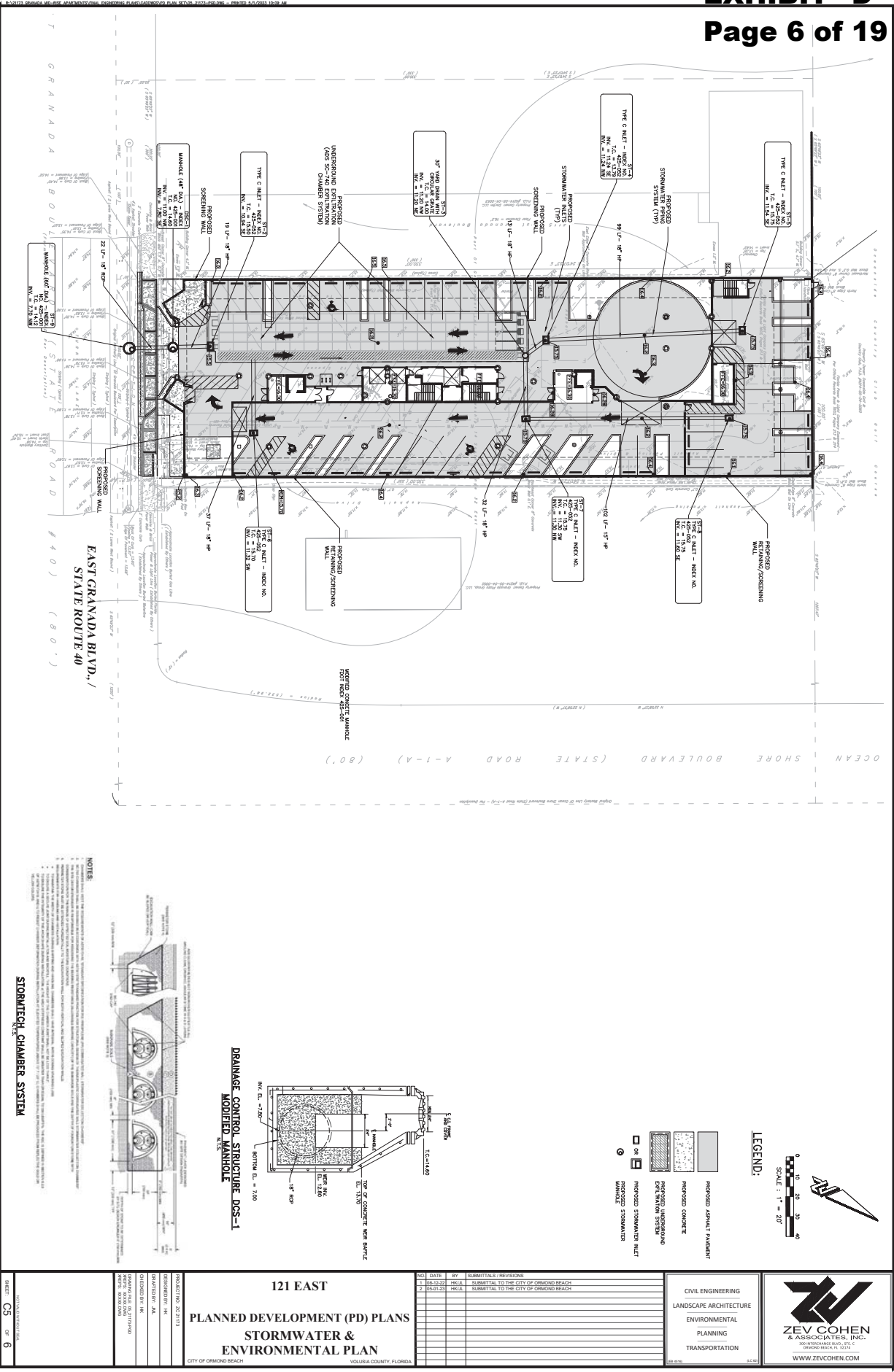
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEYCOHEN.COM

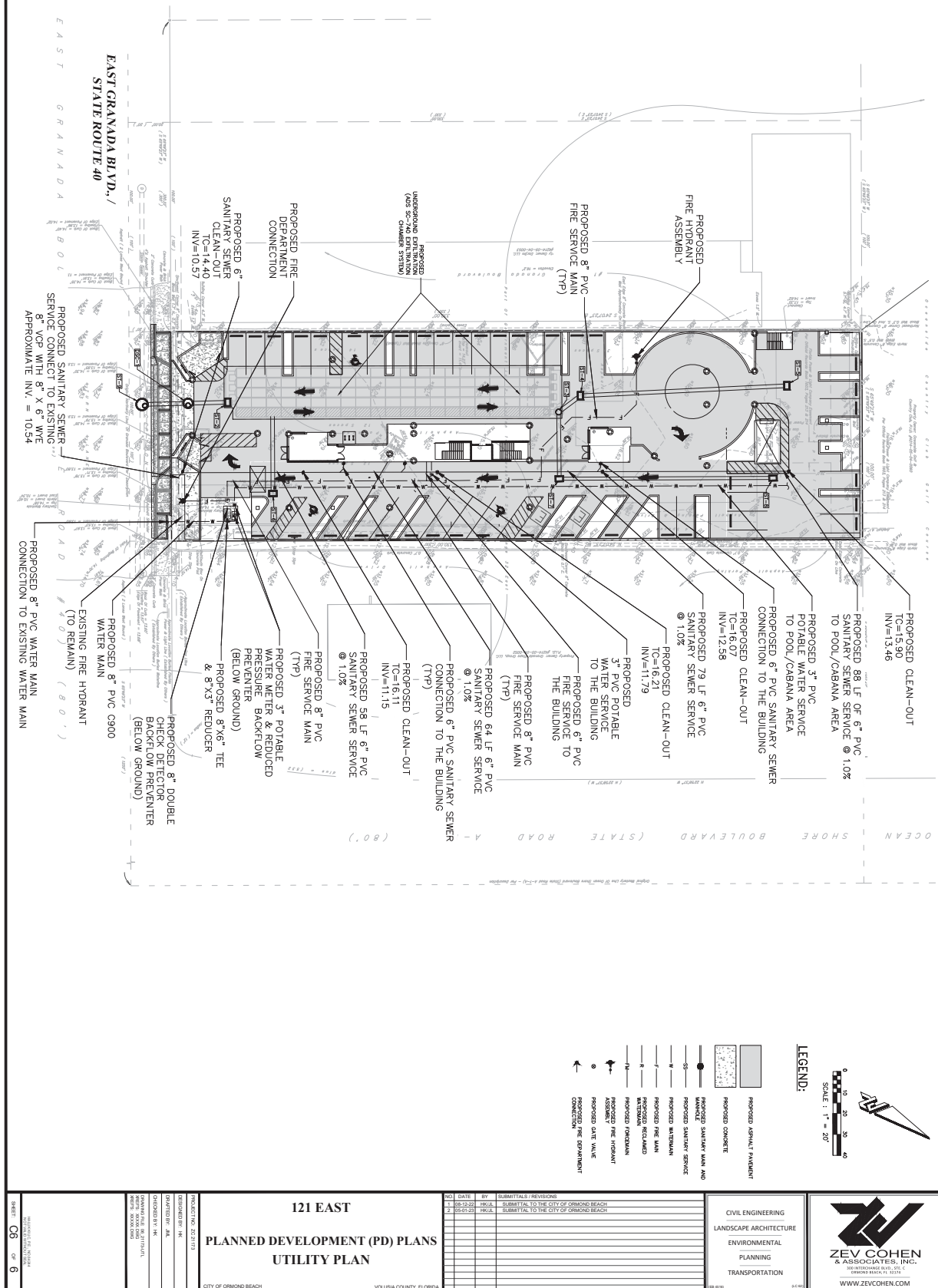
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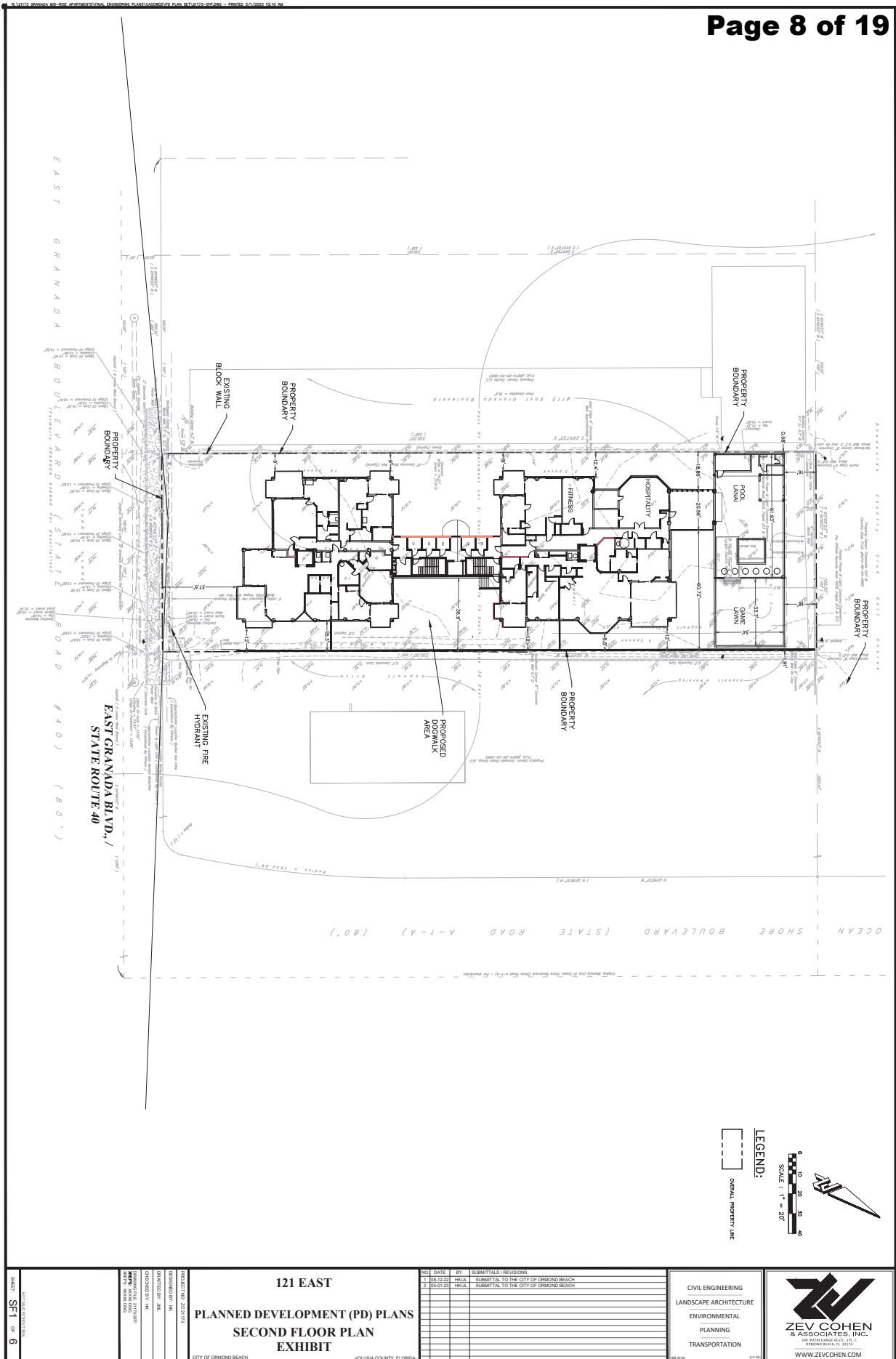


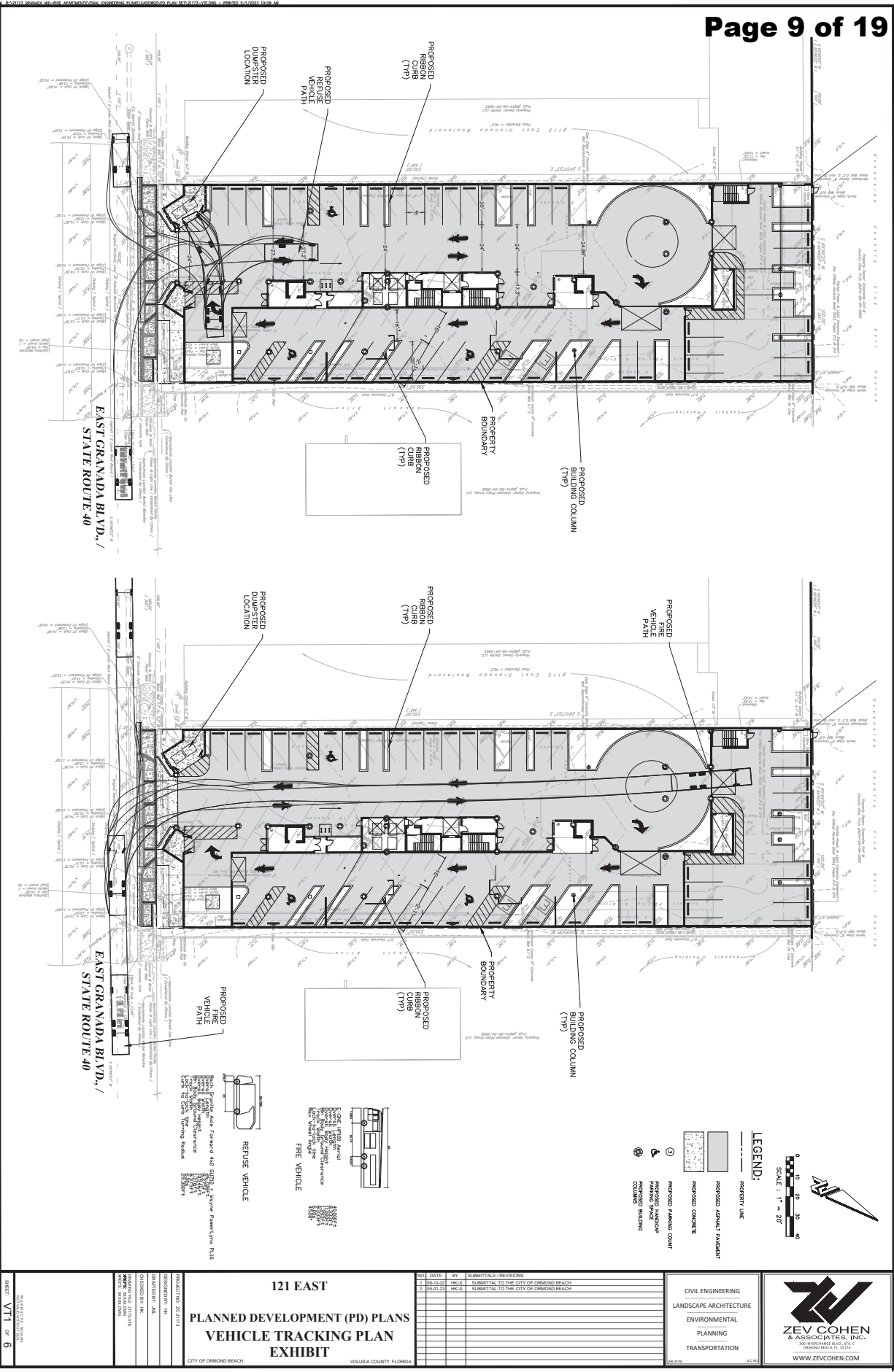


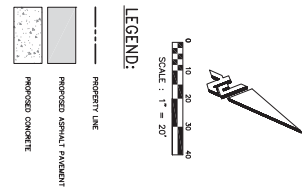
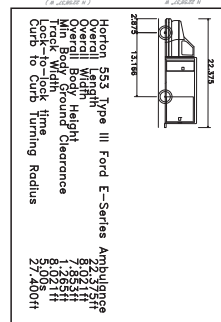




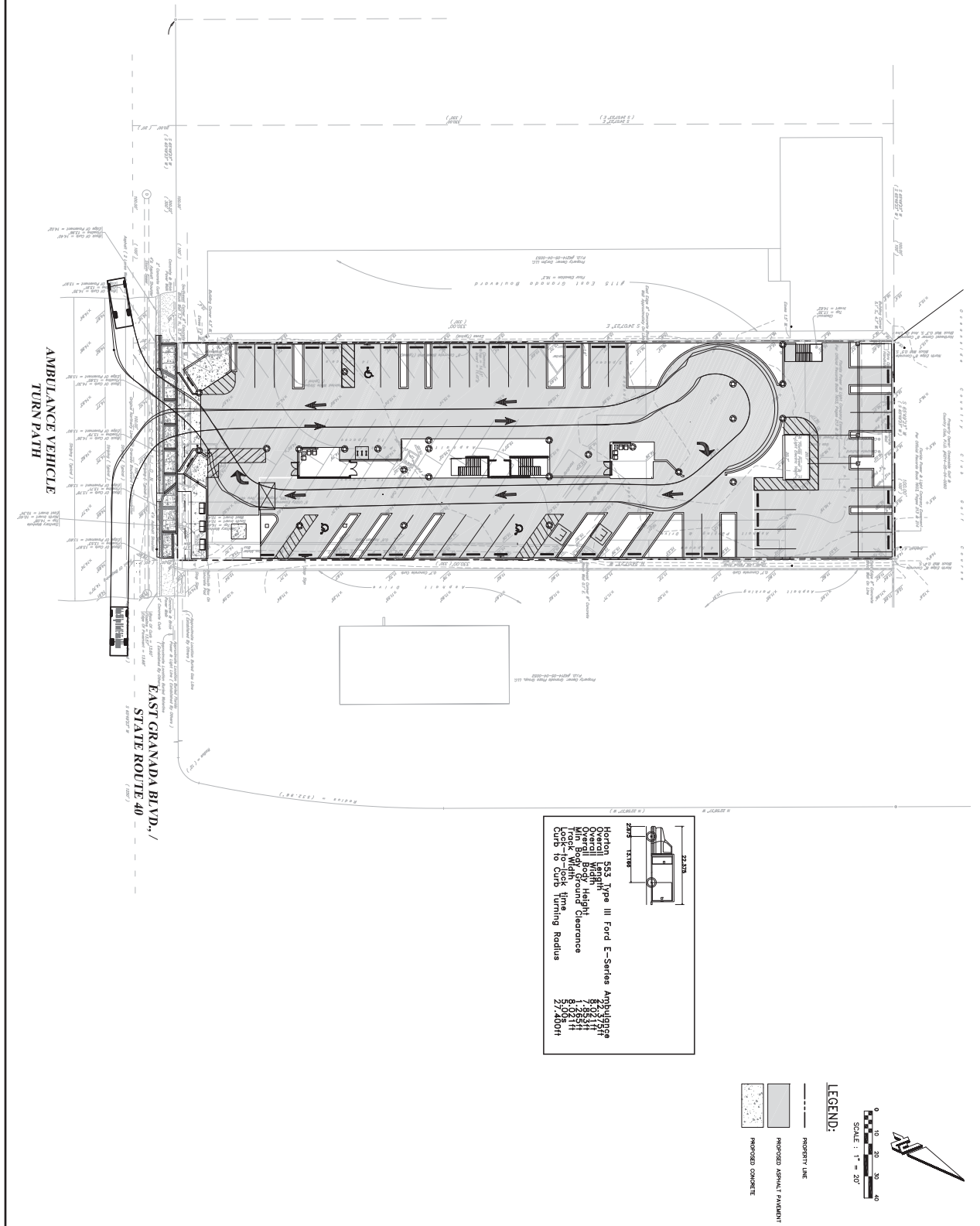




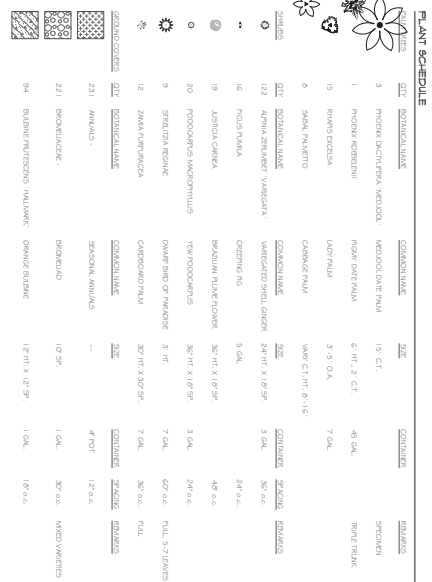


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PLAN 11173 ORANGE WIL-BE APARTMENTS/PLAN ENGINEERING PLAN/STATIONING/PLAN 11173-VEHICLE TRACKING PLAN - PRINTED 5/23/2023 8:40 AM



PROJECT NO. 22-1173	DESIGNER: AK	OWNER: AK	CHECKER: AK	DATE: 05-01-23	BY: HOUL	SUBMITTALS / REVISIONS	CIVIL ENGINEERING LANDSCAPE ARCHITECTURE ENVIRONMENTAL PLANNING TRANSPORTATION	ZEV COHEN & ASSOCIATES, INC. 1800 INTERCHANGE BLVD., SUITE 100 ORANGE BEACH, FL 32174 WWW.ZEVCOHEN.COM



121
EAST
121 GRANADA BOULEVARD EAST
ORMOND BEACH,
FL 32176

PROJECT DESCRIPTION
A 24 unit condominium building located on a 100' X 350' property on the north side of Granada running north/south on the long edge

OWNER
Dimes Beach Properties LLC
375 Fantress
Daytona Beach, FL - 32114

ARCHITECT
L. William Chapin, II, F.A.A.
FL reg # 0010783
444 S. Seabreeze Blvd - suite 200
Daytona Beach, FL 32118
Contact: 386-239-8585

CONTRACTOR
Church Construction
375 Fantress
Daytona beach, FL - 32114

PROJECT MANAGER
Bryan Collier
Church Construction
375 Fantress
Daytona beach, FL - 32114

ELECTRICIAN

PLUMBER

INDEX OF DRAWINGS

- C-1 Project description, contact info, location map
- S-1 Site Schematic
- A-1 Floor plans
- A-2 Elevations/sections
- A-3 Perspectives



C-1

121
EAST
121 GRANADA BLVD.
ORMOND BEACH, FL 32176

W/m
CHAPIN
F.A.A. - ARCHITECT

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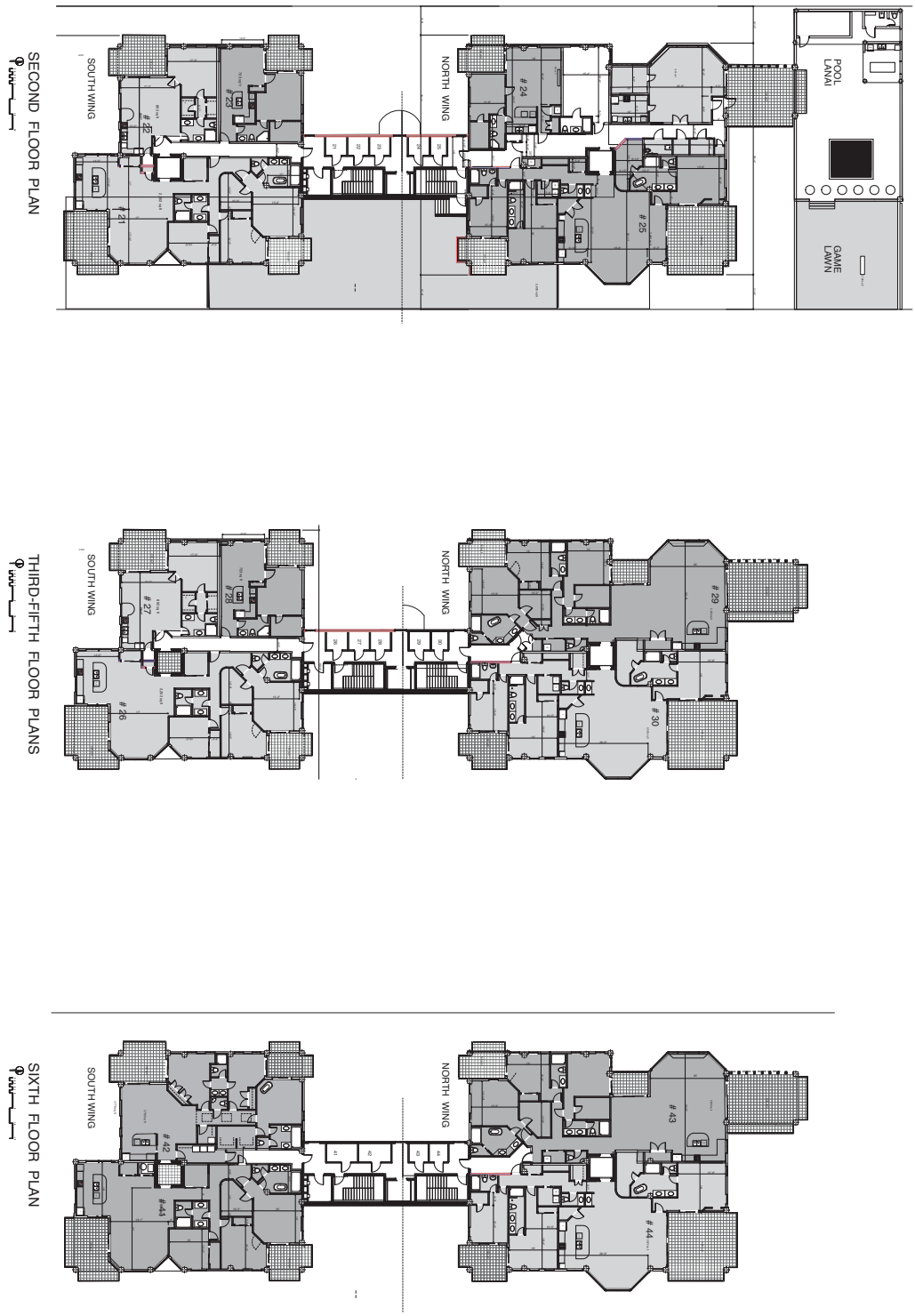
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DATE:

1 MAY 2023

DRAWINGS:

COVER SHEET



A-1

121
EAST
121 EAST GRANADA BLVD.
OHMONG BEACH, FL 32176

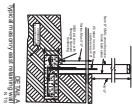
Wm
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FL RES. #A00000000

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FLOOR PLANS
1/16" = 1'-0"



DETAIL B

VIEWED IN SEQUENCE OF FIG. 1

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FIG

GENERAL NOTES:

1. Provide all control joints in accordance with mfg.'s specs.
2. Graco panel color shall be integral to material as opposed to painted on.
3. All mechanical equipment will not be visible from street level.
4. All visible surfaces shall be painted color of adjacent surfaces.
5. Refer to Florida Building Product Database for additional product information.
6. All downspouts and gutters shall be finished the color of adjacent surfaces.

**121
EAST**

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386 - 299 - 6363

williamchapin@mac.com
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FL REG. # AAR010763
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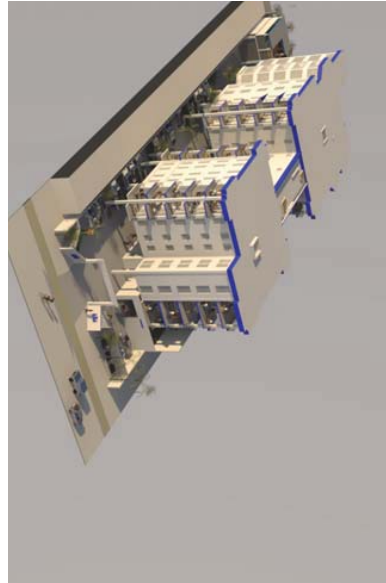
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LONDON: HODDER & STOUGHTON

DATE: 1 MAY 2023

DRAWINGS:

Overall elevations

NOTE:
all drawings are at
1/16" = 1'-0"



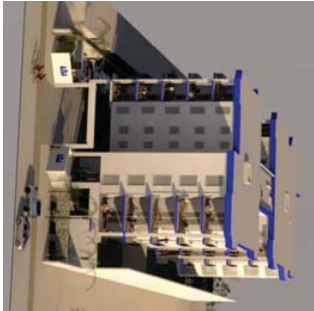
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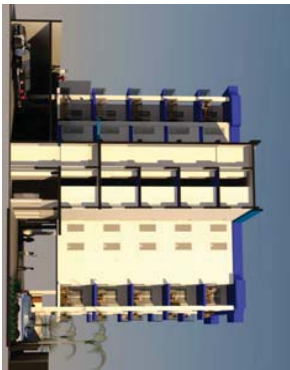
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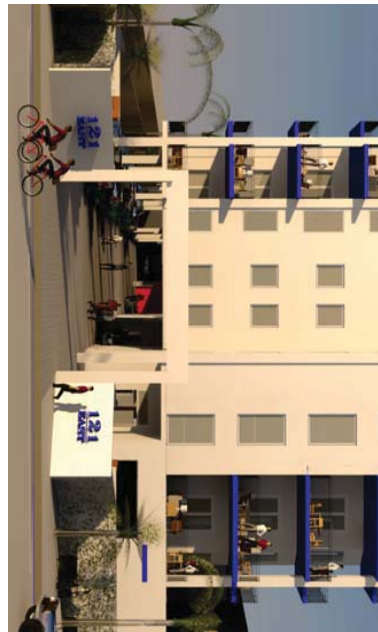
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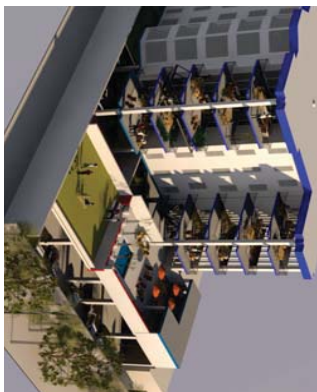
SOUT EAST VIEW



LINK SECTION



SOUTH VIEW



NORTH EAST VIEW

BUILDING STATISTICS

1. The building is a 24 unit multi-family residence with fifteen (3) bedrooms, two (2) bathrooms, and nine (9) bedrooms. Each of two wings are served with an occupant elevator and each wing share a service elevator. The entrance, including the two wings consists of a common corridor, a parking garage, and a two wing adds substantial visual appeal to the project's west and east elevations and eliminates the project looking awkwardly long.

ARCHITECTURAL COMMENTS

ZC 3113
Granada Condos

ARCHITECTURAL ATTRIBUTES

1. The generous terraces located at each corner of both wings add an interesting facade element to the building.
2. The blue edges of the terraces along with the same color fascia at the roof provide a unifying and interesting element to the floors and roof edge.
3. The blue edges of the terraces along with the same color fascia at the roof provide a unifying and interesting element to the floors and roof edge.
4. The balconies long array cover, with its two glass-clad glass an interesting entrance to the building.
5. The front and rear areas were placed between the North Tower and Granada Country Club to allow the building to be respectfully set back from the golf course.
6. The balconies long array cover, with its two glass-clad glass an interesting entrance to the building.
7. The generous size of the residence, along with their nearly 10' ceiling heights, are a source of luxury and elegance.
8. Rather than a plain flat roof facade, the roof from wall has handsome angled eaves with their act as a backdrop for native plantings, wall-adorned ivy and a possible changing art display.

A-3

121 EAST
121 EAST GRANADA BLVD.
ORLANDO BEACH, FL 32718

Wm
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CONTRACT NO.

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LWC

DATE:
1 May 2023

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S-1

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EAST
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ORMOND BEACH, FL 32176

Wm
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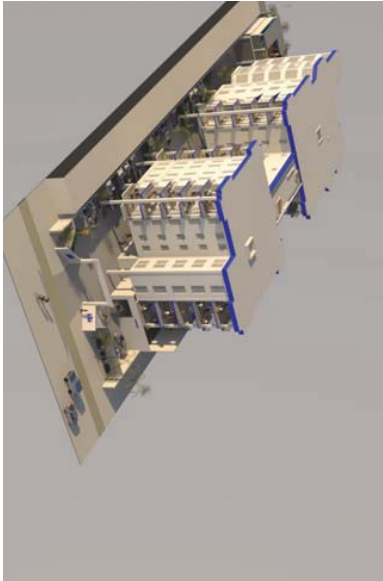
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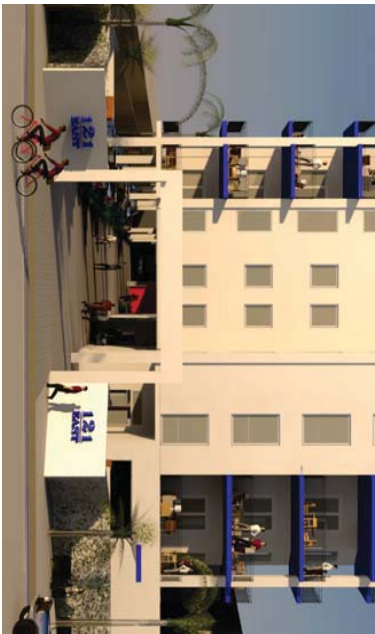
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LWC

DATE:
3 April 2023

DRAWINGS:



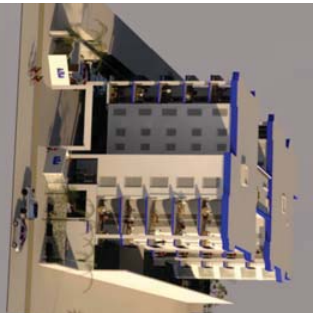
SOUTH WEST VIEW



SOUTH VIEW



NORTH WEST VIEW



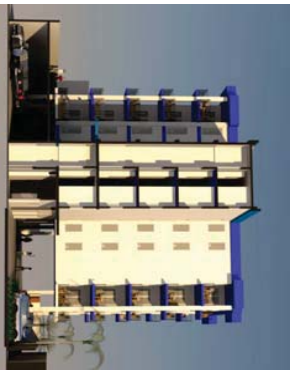
SOUT EAST VIEW



NORTH EAST VIEW



NORTH WING SECTION



LINK SECTION

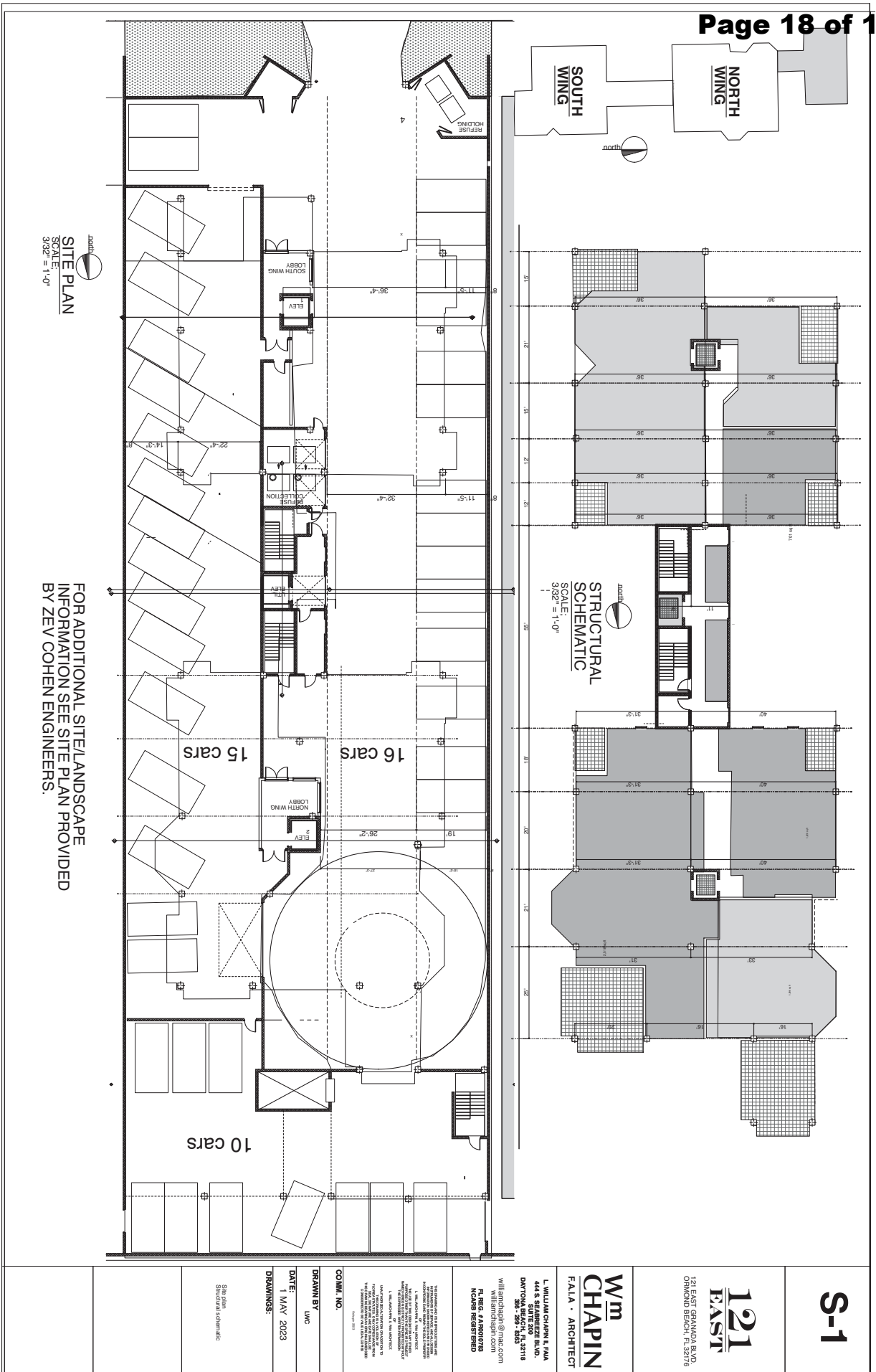
ARCHITECTURAL DESIGN COMMENTS

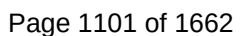
The long slender site prompted the design to be stretched north to south. The building is to be connected by a service link that provides areas for fire stairs, a service elevator, and spacious lockers for each resident. Additionally, the slender link provides the opportunity to introduce enhanced surrounding daylight to nearly every bedroom.

Each wing has an elevator that conveys travelers directly to the gathering rooms of each residence. Each wing is designed to be connected with a terrace spacious enough to accommodate lounge seating, dining furniture, and even extensive container landscaping. Optional glass drop-down doors can effectively add the terraces to the indoor gathering rooms.

The architectural part employs extensive elevation variety to the facades. The basic elevation detailing consists of a grid panel that uses the window heads, sills, and slides to locate the horizontal and vertical alignments. The panels are primarily rectangular, but the vertical panels are designed to provide a sense of movement and dynamic richness to each wing. The link elevations are also clad in a simple horizontal/vertical cladding for the same reason.

The arrival drive sits 13'-6" above the entry lane at the west side of the vestibules to the two wings. The combination of abundant natural light under the building along with sensitive landscaping provides a most inviting arrival to 121 East.





STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: 121 East, **Issuance of a Development Order**

APPLICANT: Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC

NUMBER: PBD 2022-098(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an application submitted by Robert A. Merrell, Esquire, Cobb Cole, on behalf of the property owner, Dime Rock Properties, LLC, for a (1) zoning map amendment from B-4, Central Business to PBD, Planned Business Development and (2) the issuance of a development order. The 121 East Planned Business Development seeks to allow the construction 24 multi-family residential units and associated site improvements on 0.76± acres. The subject property is located at 121 East Granada Boulevard and located within the Downtown Community Redevelopment Agency area. This staff report, item B, is for the issuance of the development order. The subject property is shown on the aerial below.

EXHIBIT 1: Project location, 121 East Granada Boulevard



SECTION 2, BACKGROUND:

The property has land use designation of “General Commercial” and a zoning classification of B-4 (Central Business). The property is located within the Community Redevelopment Area and Downtown Overlay District as defined by Section 2-70 of the Land Development Code. Section 2-70 of the Land Development Code states the purpose of the Downtown Overlay District is as follows:

“The purposes of the DOD, Downtown Overlay District are to promote development of a compact, pedestrian-oriented downtown consisting of a high-intensity employment, vibrant and dynamic mixed use areas, and residential living environments that provide a broad range of housing types and tenures; promote a diverse mix of entertainment activities for workers, visitors, and residents; encourage pedestrian-oriented development that is within walking distance of and supports transit opportunities at densities and intensities that will help to support transit usage and town center businesses; create a sense of place that is unique, attractive, and is a memorable destination for visitors and residents; enhance the community's character through the promotion of high quality urban design; and implement the vision expressed in the adopted 2019 Downtown Redevelopment Master Plan update. The land area to which this section applies is the downtown community redevelopment area boundaries.”

The Beachside district of the Downtown Overlay District, Section 2-70(b)(3) of the Land Development Code states,

“Beachside District. This area is uniquely situated to take advantage of both the Halifax River and the Atlantic Ocean. More intensive infill housing south of Granada Boulevard as well as mixed use development along Granada Boulevard and the side street system incorporating a housing component is needed. This district encompasses many of the historic assets in Ormond holding the potential to act as "Museum Row".

The Downtown Overlay District implements a form-based code that is different than the remainder of the city. The Downtown Overlay District seeks buildings that are pulled to the street, reduced or no building setbacks, larger sidewalks, increased allowable impervious area, allowance of building height, and reduced parking requirements.

Resolution 2019-178 adopted an updated Downtown Master Plan for the Community Redevelopment Area. The master plan was created with the review of a 17-person steering committee representing a broad spectrum of downtown perspectives. The master plan update emphasized themes within the district, including Economic Development, Sense of Place & Appearance, Transportation and Circulation, Recreation and Open Space, Arts & Culture, Residential Neighborhoods, Environmental Sustainability, Standards and Regulations, and Ensuring the Vision. The proposed project is consistent with the 2019 Downtown Master Plan in the construction of mid-scale residential multi-family development.

The subject property has been vacant since the building demolition in 2014 and was a restaurant use prior to the demolition. The site is 100' in width and 330' in depth. The site has an existing Florida Power and Light (FPL) electrical vault that

cannot be moved and must be incorporated into any site design. The following are the abutting uses to the subject properties:

EXHIBIT 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Oceanside Country Club	"Low Density Residential"	R-2.5, Single-Family Low-Medium Density
South	Retail & Commercial	"General Commercial"	B-4, General Commercial
East	Retail & Commercial	"General Commercial"	B-4, General Commercial
West	Retail & Commercial	"General Commercial"	B-4, General Commercial

SECTION 3, PROJECT DESCRIPTION:

Project description: The project seeks to allow 24 multi-family residential units and associated site improvements. The applicant has provided site plans (ATTACHMENT 4) for the project and a summary (ATTACHMENT 4) of the project. Below is a summary of the project. The items listed in **bold** are items that require the issuance of a development order for the Planned Business Development.

1. The site is approximately 0.76 acres. Site maps are included in ATTACHMENT 2.
2. Land use density allowed = 24 residential units (32 units per acre).
3. Zoning density allowed = 20 units (26 units per acre).
4. **121 East density requested = 24 residential units (32 units per acre)**. The Planned Business Development is required to obtain the density allowed by the land use which is over the zoning density standard of 26 units per acre.
5. The difference between the zoning "by right" zoning density and the requested Planned Business Development is four (4) units.
6. Total site impervious area = 89.45%. Allowed impervious area = 90%.
7. Total pervious area = 10.55%.
8. Project proposes a ground level parking area (see Sheet C3) and the building over the ground level parking areas, totaling five (5) floors (see Sheet EX1).
9. Sheet EX 1 in ATTACHMENT 4 shows the building area. The building contains four (4) components:
 - A. Building south wing – residential – five (5) floors;
 - B. Building north wing – residential – five (5) floors;
 - C. Pool/amenity area – second floor only; and
 - D. Dog walk/amenity area – second floor only.

10. Sheet SF1 in ATTACHMENT 4 shows the building setbacks. Note that the Downtown Overlay District does not require front, rear, or side setbacks.
11. The front building setback is 37'5 feet. The building is setback to allow turning movement for the project dumpster area, project utilities, and is screened with a wall.
12. **Section 2-57(22)(f) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet.** The proposed building is 242.5 feet excluding the pool/amenities center and 276.50 feet including the pool/amenities center.
13. The building is designed in compliance with the neo-eclectic architectural style, see sheets A-2.1 and S1 for specific compliance details.
14. The building height is proposed at 74'11". The project would be required to perform a vertical survey once the building is constructed to ensure it does not exceed 75' in height.
15. The project parking requirement is 36 spaces and 40 parking spaces are provided.
16. The existing FPL vault is proposed to remain and the project team has coordinated with FPL.
17. Sheet C5, ATTACHMENT 4 shows StormTech underground chambers for stormwater.
18. Sheet C6, ATTACHMENT 4, shows connections to existing water and sewer lines along East Granada Boulevard.
19. Per the Downtown Overlay District, the project shall provide a sidewalk easement to allow the sidewalk along Granada Boulevard to be a total of eleven feet in width.
20. The project is within the Transportation Concurrency Exception Area (TCEA).
21. School concurrency is required prior to final SPRC approval. The difference of the additional four (4) units with the Planned Business Development request and allowed zoning is lower than the threshold of ten (10) required for a determination of adequate capacity school letter for the zoning map amendment.
22. The development order would contain hours of allowable outdoor construction of 7:00 a.m. to 7:00 p.m., Monday through Saturday. No work permitted on Sundays.
23. The project is seeking the project name signage on each side of the walls in the entrance area abutting East Granada Boulevard.
24. The Planned Business Development would incorporate the uses and dimensional standards of the B-4, Central Business zoning district.

SECTION 4, ANALYSIS:

Application process:

The application seeks to allow 24 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

- A. Zoning map amendment from B-4, Central Business to PBD, Planned Business Development.

B. Issuance of a development order to construct 24 multi-family residential units and associated site improvements on 0.76 acres. The issue of the development order is the action sought for this staff report.

The two (2) actions will be discussed together at the public hearing and will require separate votes.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on March 14, 2023 and is summarized in the analysis section of this report.
3. **Ormond MainStreet.** The project has sought input from Ormond MainStreet since the formulation of a conceptual plan. The project was reviewed by the Ormond MainStreet Design Committee on May 8, 2023 and the Ormond MainStreet Board of Directors on May 15, 2023. Within ATTACHMENT 3 is a letter of support from Ormond MainStreet. The letter states, "The Design Committee concluded that this condominium project lends itself to our greater mission towards placemaking in the Ormond Beach CRA, and creating a more vibrant, economically sustainable district in which to live, work, and play."
4. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:
 - a. Application submitted by the applicant;
 - b. Staff report;
 - c. Written correspondence provided;
 - d. Testimony presented at the public hearing; and
 - e. Criteria for rezonings and issuance of a Development Order.
5. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are July 18, 2023 and August 1, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

- a. Report and recommendation of the site plan review committee and the planning board;
- b. Report and recommendation of other city departments and advisory boards, as appropriate; and
- c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

The following exhibit displays the project's history to date:

EXHIBIT 3: Application process

PZ-22-098		
Action	Date	Notes
1 st SPRC submittal	August 12, 2022	SPRC review: September 1, 2023
Neighborhood meeting	March 14, 2023	600' mail radius; newspaper ad
2 nd SPRC submittal	May 2, 2023	SPRC review: May 17, 2023
MainStreet Design	May 8, 2023	None
MainStreet Board	May 13, 2023	None
Planning Board:	June 8, 2023	300' mail radius; newspaper ad; site posting
City Commission, 1 st	July 18, 2023	300' mail radius; newspaper ad
City Commission, 2 nd	August 1, 2023	newspaper ad
SPRC final review	To be determined	

Neighborhood meeting:

The project conducted a required neighborhood meeting on March 14, 2023 at the Ormond Beach Library. The project attorney and architect described the project at the neighborhood meeting. Key items discussed were as follows:

1. Presented a computer fly-by of the project, detailing the building attributes.
2. A resident of the Ormond Heritage Condominiums expressed objection to the project. It was stated that very few people walk to restaurants and shops. The resident stated that it is a terrible concept and she was totally opposed to it.
3. A member of Ormond MainStreet stated that the project fits in with MainStreet's Master Plan.
4. Discussion occurred about the interface with the golf course and that a buffer wall is required.
5. Discussion of the project amenities including the pool area and dog walk.
6. Discussion of the project price for units. The project team stated that no price had been established.

7. The property owner of the commercial building immediately to the west of the project site expressed support of the project.

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, <https://www.ormondbeach.org/1027/121-East> and (2) Public Hearing Advertisements and Notices, <https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice>.

Planned Business Development:

According to Chapter 2, Article II, Section 2-36 of the Land Development Code, the purpose of the Planned Business Development zoning district:

“is to establish regulatory standards for controlling the location of comprehensively planned business centers accessible to arterial roadways. The PBD is intended to incorporate a flexible management policy which incorporates urban design amenities, including streetscape improvements, and fosters innovative master planning in the design and development of commercial centers. The PBD district provides a diversified mix of permitted, conditional, and special land uses and higher standards of land planning and site design than are available under conventional zoning categories.”

One goal of the Planned Business Development is to, “provide for a coherent and visually attractive physical environment through the creation of focal points and vistas, as well as coordination and consistency of architectural styles, landscaping designs and other elements of the building environment.”

Reasons for a Planned Business Development amendment:

Within the Land Development Code there are threshold trigger points that require projects to obtain approval through a public hearing. The philosophy of the Land Development Code is to allow the Site Plan Review Committee, a technical committee of city staff, to review and approve permitted uses. Projects that trigger thresholds are required to be reviewed by the Site Plan Review Committee, Planning Board and City Commission. There are many trigger thresholds within the Land Development Code. The 121 East Granada project has two (2) trigger thresholds within the project submittal as follows:

1. Density. The project density is a key component of the application. The zoning designations would allow 26 units per acre or 20 residential units. The last major revision to the city’s zoning districts occurred in 2009. The amendments allowed the Site Plan Review Committee (SPRC) to approve development that was at a density of 26 units per acre or less. Any development that sought a density higher than 26 units per acre would need to obtain a Planned Development designation. The Planned Development is a public hearing that allows public notice and an opportunity for a Planning Board recommendation and City Commission action. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
2. Building Length. Section 2-57(22)(f) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet. The proposed building is 242.5 feet excluding the pool/amenities center and 276.50 feet including the pool/amenities center. The Land Development Code does not

contain any criteria/conditions for buildings over 180 linear feet, except that a Planned Development is required.

Project public benefits:

Section 2-36(h)(3) of the Land Development Code requires the provisions of public benefits that demonstrate that a project's site plan design provides more than the minimum standards required. The applicant provided a list of public benefits that would apply to the multi-family project (see ATTACHMENT 4):

1. Promotes pedestrian activity by clustering residential uses in close proximity to existing services.
2. Provide additional tax increment for projects within the Community Redevelopment Area.
3. Benefits of the addition of proposed stormwater treatment features.
4. Increased architectural attributes.
5. Enhanced pedestrian features such as arcades, overhangs, awnings, benches, additional area for sidewalk expansion.
6. No monument sign proposed – signage would be on project entry walls.

Correspondence received:

ATTACHMENT 3 includes correspondence received on this application. Staff was provided the following to date:

- Resident e-mail expressing concern about “A 6 story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town.”
- Ormond MainStreet letter expressing support of the project.

SECTION 5, PBD CRITERIA:

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above that are normally found for permitted uses in the district with regard to the following:

a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the Development Order and adhered to in all development phases.

The project seeks 24 multi-family units. The architectural elevations are included in ATTACHMENT 4 and comply with the neo-eclectic architectural style. Design attributes includes building massing including non-symmetrical elements, windows that are vertically configured and uniformly framed in white with slightly blue-tinted glass, flat roof with horizontal soffit that are painted the color of the building trim, stucco with banding elements, and earthtone building colors.

b) Landscaping and related site amenities.

The project is providing the required landscaping and seeking to add landscaping elements wherever possible. The project includes a pool, dog walk, and amenities area.

c) Mitigation of off-site impacts.

The project proposes buffer walls and is not expected to have off-site impacts.

d) Overall lighting plan, particularly in relation to aesthetics and glare.

The project lighting would be from the building and will not extend beyond the project boundary.

e) Overall signage plan, particularly related to aesthetics and readability.

The project signage will be designed in accordance with the city Land Development Code. The project is seeking the project name signage on each side of the walls in the entrance area abutting East Granada Boulevard.

SECTION 6. CRITERIA FOR APPROVAL:

There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e) of the Land Development Code, the Planning Board shall consider the following when making its decision. The Planning Board may (1) approve the project as submitted, (2) deny the project as submitted, or (3) provide conditions/restrictions for approval.

1. The proposed development conforms to the standards and requirements of this code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The subject property has land use classification and existing zoning designations that allow multifamily uses. The Land Development Code's framework requires a public hearing for any density above 26 units per acre in the B-4 zoning district and exceeds 180 linear feet in width. The trigger thresholds of density and building length have been granted in other applications. Items such as compatibility, consistency with the Comprehensive Plan and traffic are addressed with other criteria.

Staff's analysis focuses on what the Land Development Code allows. The project can gain administrative Site Plan Review Committee approval for 20 units, 75 in height, at 180 linear feet in length. The Site Plan Review Committee concludes that the proposed project is consistent with the property's land use designation and the Planned Business Development classification and will not depreciate the value of surrounding property. The project's site plan will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

2. The proposed development is consistent with the Comprehensive Plan.

The subject property has a land use designation of "General Commercial". The directive text of the Future Land Use Element of the Comprehensive Plan states,

"A. General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 32 units per acre.

Maximum FAR: 0.7 (2.0 within the Downtown Community Redevelopment area)”

The Comprehensive Plan contains the following Goals, Objectives and Policies related to the zoning map amendment:

Future Land Use Element

GOAL 1. LAND USE DISTRIBUTION

FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER.

THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SRA1A, AND PROVIDING OR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.

OBJECTIVE 1.1. RESIDENTIAL LAND USE

Ensure the availability of adequate lands to meet the residential land use needs of the community.

POLICY 1.1.5.

Encourage innovative design measures for new residential developments and ensure that adequate provision is made for neighborhood facilities suitable to the type of development proposed.

POLICY 1.1.6.

Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

POLICY 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

OBJECTIVE 7.1. DEVELOPMENT AND REDEVELOPMENT REGULATIONS

Acknowledging that development and redevelopment in the Downtown Community Redevelopment Area is unique based on its location, history, and existing development pattern, the City shall continue developing regulations that promote development consistent with the recommendations of the adopted Master Plan.

POLICY 7.1.1.

The City shall utilize a Form Based Code to implement the vision stated in the adopted 2007 Downtown Redevelopment Master Plan.

POLICY 7.1.3.

In the Downtown Redevelopment Area only, building orientation for vacant sites shall be close to the street with “build to” lines at the front setback line. Main entrances should face the street or the street corner when located along two streets and parking shall be located to the rear of the building.

POLICY 7.1.5.

New developments which build residential medium or high-density infill housing, either as stand-alone or incorporated into mixed use projects are encouraged and shall take priority in financial assistance from the City.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABILITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

OBJECTIVE 1.1. HOUSING SUPPLY

The City shall continue to facilitate the private production of a housing supply, including adequate sites for mobile homes or manufactured housing and low and moderate income housing, which will meet future community needs and offset housing deficiencies as noted in this Element.

OBJECTIVE 1.2. PROVISION OF ADEQUATE SERVICES AND FACILITIES

Each existing housing development and residential neighborhood along with all new housing development shall meet existing adopted level of service standards.

POLICY 1.2.1.

The general residential development pattern in the city should be in accord with the community’s growth strategy for residential densities, as stipulated within the Future Land Use Element.

Transportation Element

OBJECTIVE 1.5. TRANSPORTATION CONCURRENCY EXCEPTION AREAS

Establish Transportation Concurrency Exception Areas along Votran core transit corridors to support intensified mix use development and redevelopment as measured by floor area, impervious surface, and density along commercial corridors and in the downtown redevelopment area.

POLICY 1.5.1.

As depicted on Figures 6 through 9 of the Future Land Use Element, the following corridors and parcels fronting and having access within ¼ mile of said corridors shall be designated Transportation Concurrency Exception Areas (TCEAs):

- a) A1A from SR 40 south to the city line;
- b) SR 40 from A1A to Williamson Boulevard; and
- c) US 1 from Wilmette Avenue south to the city line.

POLICY 1.5.2.

Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.

The zoning map amendment and issuance of a development order is consistent with the Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

There are no wetlands on site and the property is not within a special flood hazard area. There are no wellfields or individual wells on-site. The Site Plan Review Committee concludes that the project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed project is consistent with the property's land use designation and zoning classification within the Planned Business Development. Additionally, the proposed use is consistent with the 2019 Downtown Master Plan update. Staff concludes that the proposed project is consistent with the property's land use designation and the Planned Business Development classification and will not depreciate the value of surrounding property. The project's site plan will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and

police safety, parks and recreation facilities, schools, and playgrounds.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

Section 1-32(6)(l) of the Land Development Code states, "For development within a TCEA, no traffic study shall be required, concurrency shall not apply, and mitigation other than payment of the fee shall not be required. The mobility fee is a "pay and go" fee. Volusia County's Road Impact Fee shall apply." Per the per the Institute of Traffic Engineers (ITE) Trip Generation Manual, 11th edition, 24 units is expected to generate 109 average daily trips.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The subject property is a unique parcel and the site plan is functional in the use of space and aesthetically acceptable. With the creation of the first level as parking, the project can provide the required parking and turning movements for vehicles accessing the site. The building elevation exceeds the requirements of the city's Land Development Code.

- 8. The proposed development provides for the safety of occupants and visitors.**

The proposed development provides for the safety of its occupants and visitors. Pedestrian access has been provided. Fire safety SPRC reviewers have determined that the project is acceptable.

- 9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

The proposed material and architectural features are compliant with the Land Development Code regulations. The Community Redevelopment Area and in particular the Beachside area has had limited construction and few opportunities to implement the form-based code. Staff acknowledges that this a "first of the kind" project beyond the Ormond Heritage Condominiums. The master plan envisioned buildings with height, residential uses, and structures to the property lines. The use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

- 10. The testimony provided at public hearings.**

This application has not been heard and no public testimony has been provided.

SECTION 7, RECOMMENDATION:

The Planning Board has three (3) options in the review of this application:

1. Approve as submitted.
2. Deny as submitted.
3. Approve the project with conditions.

It is recommended that the Planning Board recommend **APPROVAL** of PBD 2022-098 that approves a Planned Business Development construction of 24 multi-family units on 0.76± acres at 121 East Granada Boulevard, subject to the outstanding Site Plan Review Committee comments. The project is tentatively scheduled for the City Commission on July 18, 2023 (first reading) and if approved on first reading, the second reading on August 1, 2023 (final reading).

Attachments:

Attachment 1: Site Plan Review Committee comments

Attachment 2: Maps of the project area

Attachment 3: Project correspondence

Attachment 4: Applicant provided information and site plans

ATTACHMENT 1

Site Plan Review Committee comments

Project Name: PZ-22-098

Project Description: 121 East Granada Boulevard, 121 East

Review Comments List Date: 5/30/2023

Ref. # 53, Civil Engineer, David Allen, 8/29/22 11:53 AM, Cycle 1, Unresolved

Markup: Civil-Stormwater Design, PD Plan Stormwater & Environmental Plan Page 5.pdf

Provide the criteria for design for this stormwater facility?

Ref. # 69, Civil Engineer, David Allen, 5/15/23 3:12 PM, Cycle 2, Unresolved

Markup: Civil-Elevations Stormwater, PD Plan Stormwater & Environmental Plan Page 5.pdf

Provide a detail that shows the elevations that will be reflected in the Stormwater Calculations for the volume of the retained surface water.

Ref. # 70, Civil Engineer, David Allen, 5/15/23 3:14 PM, Cycle 2, Unresolved

Markup: Civil-Chamber Detail/Volume, 21173 Stormwater Calculations.pdf

Provide a detail that shows the bottom of the storm, bottom of the chamber, top of the chamber, top of stone, base material and asphalt or concrete pavement.

These elevations should match the calculations of the aggregate volume as the volume of water increases.

Ref. # 74, Civil Engineer, David Allen, 5/16/23 9:30 AM, Cycle 2, Unresolved

Markup: Civil-Hydraulic Gradeline, PD Plan Stormwater & Environmental Plan Page 5.pdf

While the parking surface is under roof, there will be some surface water entering into the system. Provide assurance that the pipe and inlet system does not create a ponding situation on the parking surface. The LDC uses the peak stage of the design storm, in this case 13.68 as the tailwater for a hydraulic gradeline calculation.

Ref. # 75, Civil Engineer, David Allen, 5/16/23 9:38 AM, Cycle 2, Unresolved

Markup: Civil-Dumpster, VT1 VEHICLE TRACKING PLAN EXHIBIT.pdf

Is this a normal dumpster operation? Will the dumpster vehicle lift overhead to empty? Will this affect the second story?

If this is not a normal dumpster operation, provide information on the process that will be followed. Include the number and sizes of the proposed roll-off containers. Will the process of unloading the containers be done on private property and not in the right of way? Will the unloading process block the access to the parking area?

Ref. # 3, Fire Plans Examiner, MLG Municipal Services, 8/24/22 12:54 PM, Cycle 1, Unresolved

Markup: Changemark note #01, PD Plan Overall Development Plan Page 4.pdf

Please show a emergency vehicle ingress/egress route to the building. This information shall include as a minimum: Overhead clearance dimensions, access route clear width dimensions, grade and slope, turning radius, and vehicle turn around areas. Additionally, please show architectural elevation and floor plan details related to the location of exit stairwells, building entrances/exit lobbies, elevators and fire protection system connections.

Ref. # 55, Landscape Architect, Cara Culliver, 5/4/23 3:54 PM, Cycle 2, Unresolved

Markup: 10% Pervious Exhibit, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide an exhibit that demonstrates the 10% pervious area requirement. Please show the areas and provide the square footages for each area.

Ref. # 56, Landscape Architect, Cara Culliver, 5/4/23 3:54 PM, Cycle 2, Unresolved

Markup: Second Floor Plan - Lady Palms, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- These palms & annuals will not withstand the salt exposure, please change this plant material that can withstand the salt spray & wind.

Ref. # 57, Landscape Architect, Cara Culliver, 5/4/23 3:58 PM, Cycle 2, Unresolved

Markup: Building Outline Second Floor - Cabbage Palms, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- The building outline for the second floor needs to match the civil set. This will determine where the proposed Cabbage palms can be placed. There are other areas where palms could be placed.

- Please look at and analyze the shadows that the building will be casting and proposed plant materials. Interior type palms might be better for these areas?

Ref. # 58, Landscape Architect, Cara Culliver, 5/4/23 4:06 PM, Cycle 2, Unresolved

Markup: Conceptual Landscape Plan, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide a biddable landscape plan and key out the plant material areas with quantities.

Ref. # 59, Landscape Architect, Cara Culliver, 5/4/23 4:15 PM, Cycle 2, Unresolved

Markup: Retaining Wall - Eastside, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- How tall is the retaining wall on the eastside, looks like from the renderings this wall is higher than the second floor? Is this correct?

- Are the second story planters shielded by this wall?

Ref. # 60, Landscape Architect, Cara Culliver, 5/4/23 4:20 PM, Cycle 2, Unresolved

Markup: Landscape Areas, A-3 renderings.pdf

- Please update these renderings to reflect the plantable area as shown on the landscape plan.

Ref. # 61, Landscape Architect, Cara Culliver, 5/4/23 4:23 PM, Cycle 2, Unresolved

Markup: Vertical Plantings, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Might want some vertical planting to frame the entrance signs and soften/break the blank walls.

Ref. # 62, Landscape Architect, Cara Culliver, 5/4/23 4:29 PM, Cycle 2, Unresolved

Markup: Elevation Drawings, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please update the elevations to show the second floor planters. I need a better understanding if they are going to be exposed to east salt and winds?

Ref. # 63, Landscape Architect, Cara Culliver, 5/5/23 9:08 AM, Cycle 2, Unresolved

Markup: Second Story Pool Planters, LA1 CONCEPTUAL LANDSCAPE PLAN.pdf

- Please provide planter details and key out plant materials.

Ref. # 10, Planner 2, Sarah Cushing, 8/24/22 3:28 PM, Cycle 1, Unresolved

Markup: Planning - building facade , 121 pitch 2.pdf

Section 2-70(e)(3)(f) states the facade shall be vertically divided into segments no larger than thirty feet (30'); and (g) states street walls shall be made of brick, block or stucco to match facade of principal building.

Ref. # 81, Planner 2, Sarah Cushing, 5/16/23 4:01 PM, Cycle 2, Unresolved

Ref. # 82, Planner 2, Sarah Cushing, 5/16/23 4:03 PM, Cycle 2, Unresolved

Markup: Planning - dumpster pad detail, PD Plan Overall Developmetn Plan Page 4.pdf

Provide a detail of the dumpster pad and enclosure to meet the requirements outlined in Section 2-50(l)

Ref. # 83, Planner 2, Sarah Cushing, 5/16/23 4:04 PM, Cycle 2, Unresolved

Markup: Planning - screening wall detail, PD Plan Overall Developmetn Plan Page 4.pdf

Provide a wall detail which includes the height and material.

Ref. # 88, Planner 2, Sarah Cushing, 5/16/23 4:16 PM, Cycle 2, Unresolved

Markup: Planning - Building colors, A-3 renderings.pdf

Color swatches for all of the building colors will be needed at time of permitting for construction.

Ref. # 89, Planner 2, Sarah Cushing, 5/16/23 4:19 PM, Cycle 2, Unresolved

Ref. # 92, Planner 2, Sarah Cushing, 5/17/23 11:42 AM, Cycle 2, Unresolved

Markup: Planning - signage size, A-3 renderings.pdf

Please provide a square-footage calculation of the proposed signage and include a detail as available.

Ref. # 64, Planner 3, Becky Weed, 5/10/23 2:17 PM, Cycle 2, Unresolved

Markup: Crown of Road, PD Plan Stormwater & Environmental Plan Page 5.pdf

Staff has determined that the crown of the road is 14.83 feet. The FFE then needs to be 16.33 feet. Please adjust the FFE or provide other justification for a different crown of road or obtain a letter from the City Engineer allowing a lower FFE.

Ref. # 25, Planning Director, Steven Spraker, 8/25/22 7:50 PM, Cycle 1, Unresolved

Comment:

Ref. # 35, Planning Director, Steven Spraker, 8/25/22 8:16 PM, Cycle 1, Unresolved

Comment:

Planning, Sheet C3

Per Section 4-06(4)(d)(8) of the LDC, please provide:

Lighting plan indicating the location for lighting for streets, access drives, parking lot, building access points and additional security lighting.

Ref. # 38, Planning Director, Steven Spraker, 8/25/22 8:29 PM, Cycle 1, Unresolved

Markup: Planning, architectural elevations, 121 pitch 2.pdf

1. What is the height of the ground parking area to the building?
2. What is the overall height of the building. Please show on the plan sheet.

3. Please add a note to the architectural elevations that the maximum height for any structure is 75 feet. The project shall be required to provide an as-built height survey detailing the constructed height.

Ref. # 43, Planning Director, Steven Spraker, 8/25/22 8:40 PM, Cycle 1, Unresolved

Markup: Planning, Sheet C4, PD Plan Overall Development Plan Page 4.pdf

Section 2-70(g) of the LDC - Provide sidewalk easements to expand the existing width of the current sidewalk on Granada Boulevard to eleven feet (11'), thus providing pedestrian safety as well as landscaping opportunities.

Ref. # 68, Planning Director, Steven Spraker, 5/12/23 1:20 PM, Cycle 2, Unresolved

Markup: Planning, Proposed Screen Wall, PD Plan Overall Development Plan Page 4.pdf

Please provide detail of the proposed screen wall and height - all property lines with screen wall.

Ref. # 71, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: Utility Conflict, PD Plan Stormwater & Environmental Plan Page 5.pdf

Existing utilities present between proposed structures DSC-1 and ST-9 include 8-inch gravity sewer, fiber optic cabling, and a 10-inch water main. Please advise how the contractor should handle these utility conflicts.

Ref. # 72, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: Asphalt and Sidewalk Details, PD Plan Stormwater & Environmental Plan Page 5.pdf

Please add FDOT details regarding the asphalt and sidewalk open cut and repair sections

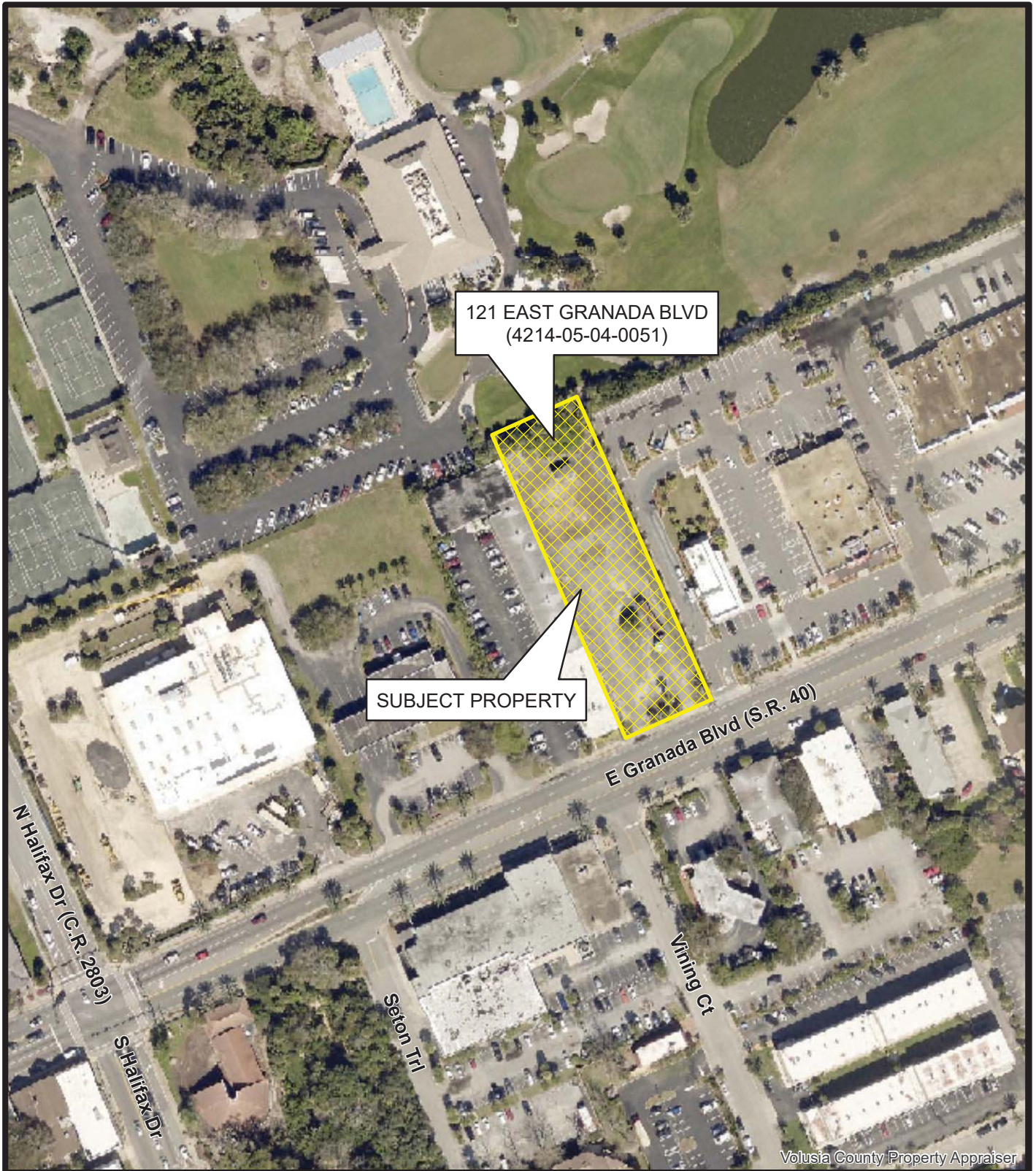
Ref. # 73, Utility 1, Mike Stephenson, 5/15/23 3:36 PM, Cycle 2, Unresolved

Markup: FDOT Permit, PD Plan Stormwater & Environmental Plan Page 5.pdf

Please advise when FDOT permit is obtained.

ATTACHMENT 2

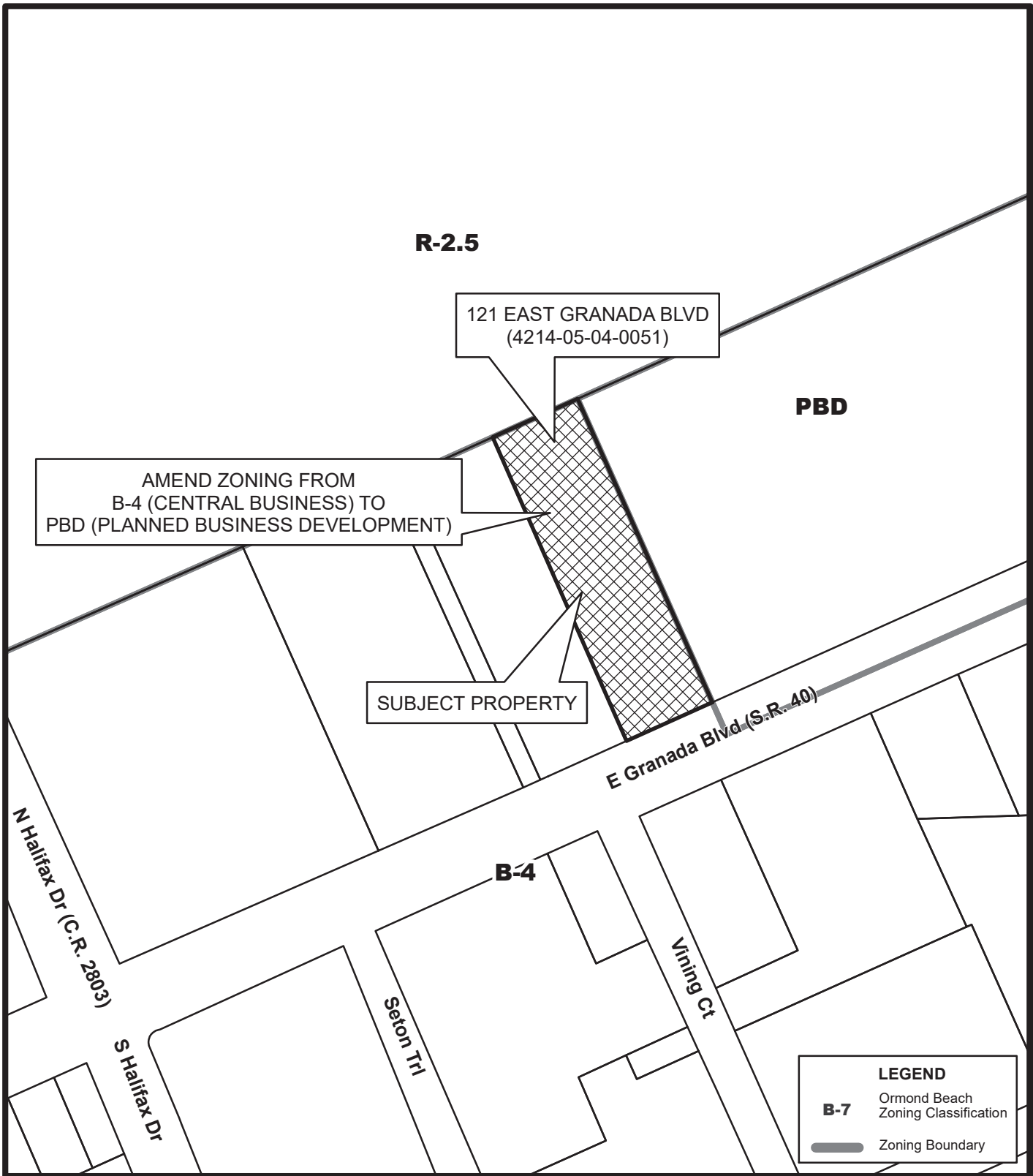
Maps of the project area



**AERIAL MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)**

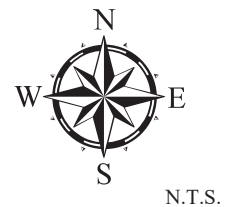
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023

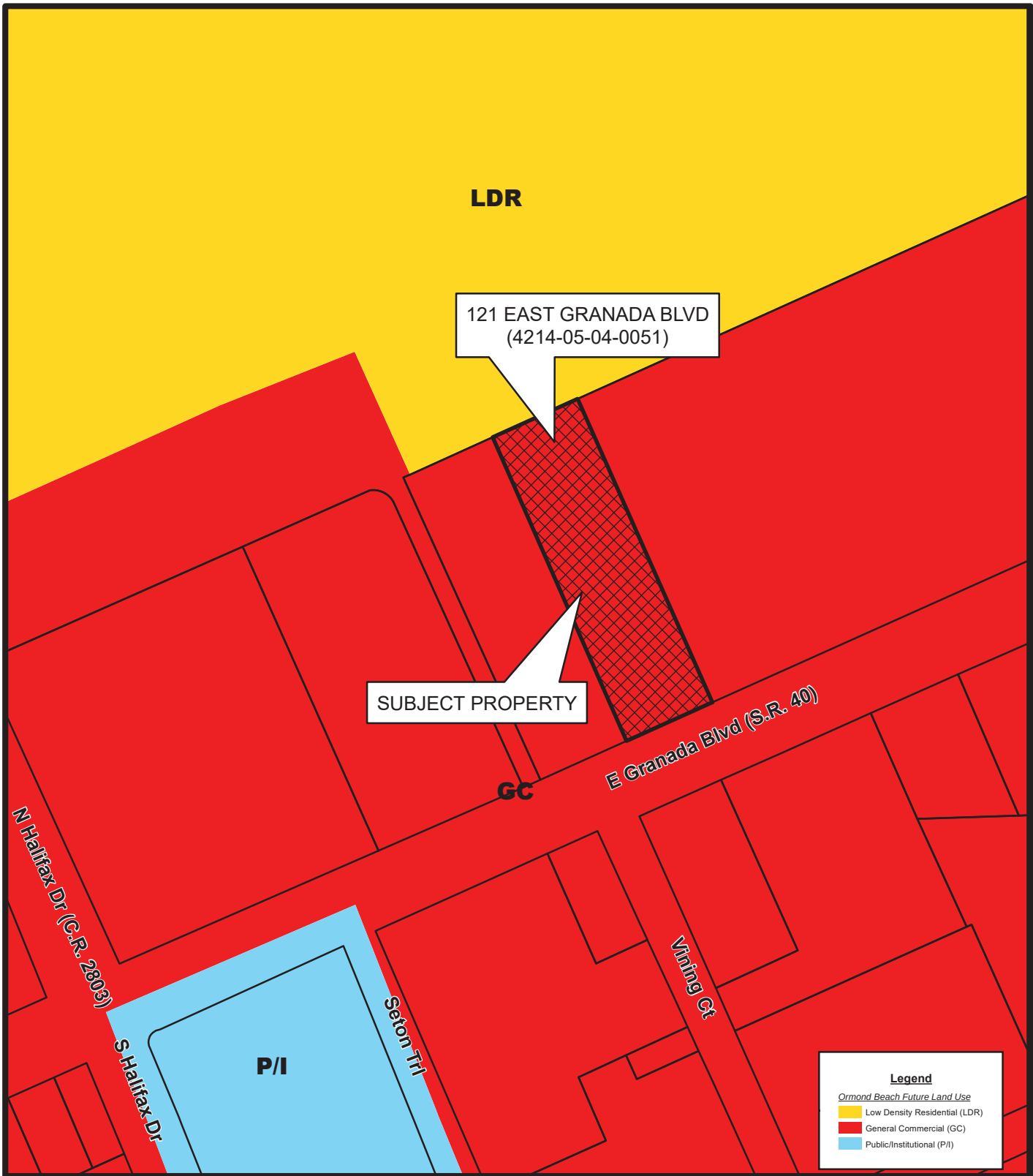




ZONING MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)

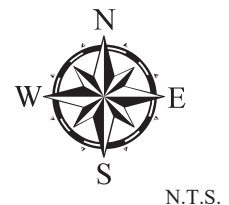
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023

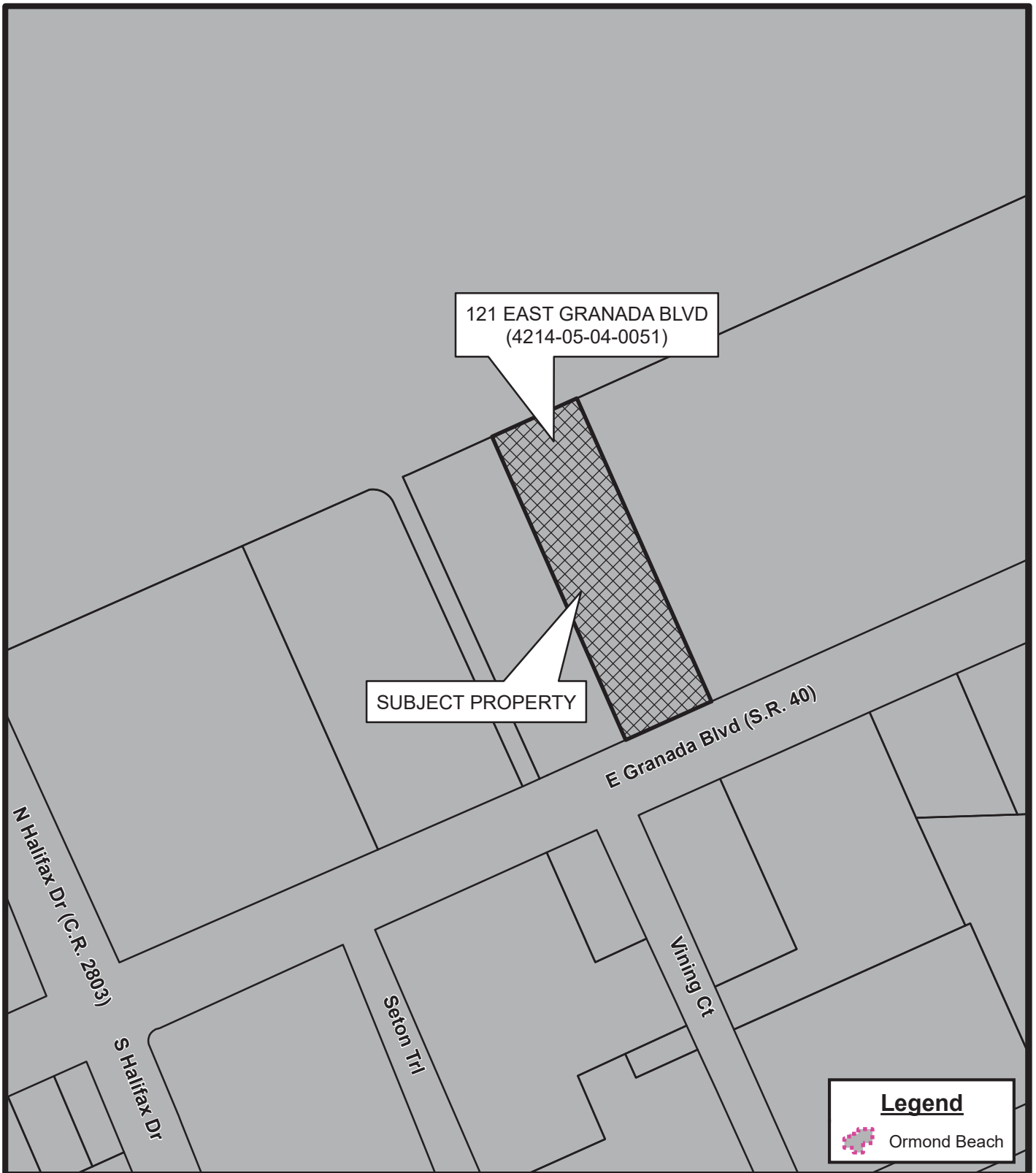




**FUTURE LAND USE MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)**

Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023





LOCATION MAP
121 EAST GRANADA BLVD
(4214-05-04-0051)

Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023



ATTACHMENT 3

Correspondence received

Spraker, Steven

From: Partington, Bill
Sent: Friday, March 17, 2023 9:06 PM
To: Pamela Gatfield
Cc: Spraker, Steven; Shanahan, Joyce
Subject: Re: Proposed condos 121 E. Granada

Thanks for your email Pam. I would expect this to go to the planning board for review at some point in the future and then possibly come to the Commission with a recommendation for or against.

I'll ask our Planning Director to add you to the notice list so you can get any details on the project and meetings etc.

Sincerely,

Bill

Sent from my iPad

On Mar 16, 2023, at 8:55 PM, Pamela Gatfield <oceanblue2me@gmail.com> wrote:

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Partington,

I just read about the proposed condos on Granada. I moved here in 2019 for the beautiful home town feel of Ormond. From the beautiful street lanterns and Casements, to the palm trees and parks surrounding the best bridge in Volusia County.

Why would you ruin it by planting a SIX STORY condo building on Main St??

Do you see that literally all the buildings are 1-2 story, with the exception of the Ronald McDonald house and Rose Villa? ... Which are 3 and cottage style. A 6 story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town. We do not need 24 units, roughly 50 people to save our shops.

I ride my bike into town daily. I shop, go to sunrise service, go to the beach all on my bike.

The reason the builder says it is such a challenge is because a 6 story building on .75 acres is ridiculous.

The new condos on Halifax are bad enough and do not fit in with the surrounding houses.

May I suggest another restaurant with outdoor seating? Something beautiful and unique with partial ocean view and parking in the back? Maybe something we can brag about?

Please tell me when the next meeting is and how I can stop this.

I appreciate your time and consideration.

Pamela Gatfield



Ormond Beach MainStreet

P.O. Box 2917
Ormond Beach, FL 32175
Phone: (386) 492-2938

Executive Committee 2022-2023

Nancy Cortez, President
Thomas Caffrey, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Robert Coleman, Design Committee Chair
John Adams, Economic Vitality Chair

Board of Directors 2022-2023

Dorian Burt
Frank Ganz
Jennifer King
Thomas MacDonald
Paul Osterndorf
Bill Partington, II
Lisa Rademacher
Ashlee Selman
Chuck Spano
Judith Stein
Sam Walter
Whitney Williams

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Executive Director
Rebecca Parker

Annual Sponsors

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Foundation Risk Partners
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Money Pages
Ormond Observer
Ritchey Cadillac
Ritchey Buick GMC
Robbins Camper Sales
S.R. Perrott
WSBB

May 24, 2023

Commissioners, City of Ormond Beach
22 S. Beach St.
Ormond Beach, FL 32174

Re: Letter of Support for 121 E. Granada Project

Dear Commissioners:

I want to thank you for your attention and consideration as next steps are taken towards the planned residential condominium project at 121 E. Granada Boulevard. Ormond Beach Mainstreet dedicates itself, along with its Design Committee, to assisting in the enhancement of physical and visual assets within our City's Community Redevelopment Area. It meets monthly to discuss important initiatives and developments like these.

The Design Committee first learned of this project over one year ago and has been included in important discussions with key contributors Zev Cohen, Crunch Construction, Cobb Cole, Realty Pros Assured, the lead architect and the Planning Department. Most recently, the groups met during our May Design Committee meeting (5/8/23) to carefully examine design options, neighborhood impact, landscaping improvements and more.

The Design Committee concluded that this condominium project lends itself to our greater mission towards placemaking in the Ormond Beach CRA, and creating a more vibrant, economically sustainable district in which to live, work and play. We also referred to the City's 2019 Downtown Master Plan, which lists as a top priority a "strong desire for more residential in the downtown CRA area," specifically mid-scale development that fosters downtown living.

Ormond Beach Mainstreet voted in its general board meeting on Monday, 5/13 in support of the condominium project at 121 E. Granada Boulevard as it is currently being proposed. Please let me know if you have any further questions or would like additional input from us. We look forward to working together in service of the beautiful community we all call home.

Sincerely,

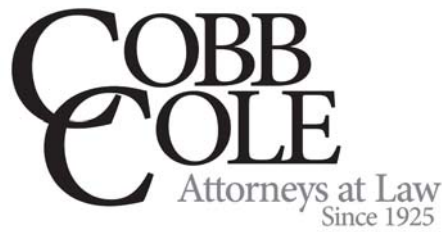
Rebecca Parker
Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
Office: (386) 492-2938
Mobile: (563) 676-6338



ATTACHMENT 4

Applicant provided
information and site plans

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III



Daytona Beach • DeLand

149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171
CobbCole.com

OF COUNSEL
Larry D. Marsh

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

May 23, 2023

VIA ELECTRONIC DELIVERY

Steven Spraker, AICP
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: 121 East Redevelopment - Rezoning/Planned Development – Project Narrative

Dear Steven:

As you know, it is the Firm's pleasure to represent Dime Rock Properties, LLC (the "Applicant") with respect to the redevelopment and rezoning to a Planned Development of the property located along Granada Boulevard, northeast of the intersection of E. Granada Boulevard and Vining Court. The proposed redevelopment of the site will develop the vacant site for residential uses that will promote a walkable downtown core and provide additional housing opportunities to residents.

This project aims to develop the underutilized property by providing a residential development that will promote growth and economic investment within the area. In designing the proposed redevelopment plan, the Applicant took great measures to ensure that project would complement the surrounding area and integrate with the surrounding commercial and retail businesses. The proposed development plan is comprised of a maximum of 24 residential units contained within the approximately .75 acres of land. The proposed density is consistent with the existing Future Land Use Designation of General Commercial for the property, and promotes a dense residential core that will provide support for surrounding uses while building on the goal of creating a pedestrian friendly beachside core.

The proposed development, located centrally to existing businesses, restaurants, and recreational facilities, is intended to promote pedestrian activity in the beachside areas by clustering residential uses in close proximity to existing services. Located within the Community Redevelopment Area, the project will also provide for a larger tax base for the City to apply towards necessary community improvements and further investment. Further, the surrounding area

City of Ormond Beach
121 East Project

will be benefitted through the addition of stormwater treatment features. Development of the property includes the design and use of modern stormwater treatment systems, which will facilitate the removal of phosphorus and nitrogen travelling into nearby waterways.

In addition to these benefits, the proposed project also promotes the following goals and objectives of the City's Comprehensive Plan:

POLICY 1.1.6. Provide the opportunity, through zoning and other land use controls, for the development of a variety of housing types (i.e., single-family, duplex, townhouse, multi-family) in both conventional, planned unit and cluster type developments, that will meet the varied needs of the citizens of Ormond Beach.

Response: The proposed development is an infill project designed to create additional housing opportunities for residents in an area where urban services are readily available. The location of the development is intended to create a residential core that will provide support to existing retail and commercial uses within close proximity to the site.

POLICY 1.1.7. Continuously review and modify development and building regulations to provide for sound residential communities and quality housing.

Response: The proposed development will be designed and constructed in accordance with the latest development and building regulations at the local and state level, to ensure that the development is comprised of residential homes of a quality and character that will promote a long-lasting, aesthetically pleasing residential community in one of the City's core areas.

POLICY 1.1.14. Enhance community livability in the central core and older sections of the City by encouraging infill as appropriate, transit oriented development and walkable residential areas.

Response: The proposed residential development is a residential infill project that repurposes a vacant downtown property into a walkable, compatible residential neighborhood that complements surrounding commercial/retail uses. The development property will promote walkability and cluster residential uses in near proximity to existing urban services.

POLICY 2.2.1. The City shall limit urban sprawl by directing urban growth to those areas where public facilities and services are available.

Response: As noted herein, the proposed project is located in an area where existing services are in place to support the development.

POLICY 2.2.5. In order to protect natural resources, new development and redevelopment shall be encouraged to infill existing developed areas

Response: The proposed residential development is a residential infill project that repurposes a vacant downtown property into a walkable, compatible residential neighborhood that complements surrounding commercial/retail uses. The development property will promote walkability and cluster residential uses in near proximity to existing urban services.

City of Ormond Beach
121 East Project

POLICY 2.4.7. Encourage cluster development which promotes the efficient use of open space and reduces development costs, in areas where services and facilities exist or are planned.

Response: The conceptual development plan includes the provision of a mix of both residential units and potential storage/office space to centralize residential units in the downtown core while also providing support spaces for residents. The clustered residential use builds on the principals of a walkable downtown and helps provide support for a growing residential population without environmental impacts.

POLICY 2.4.10. Direct development towards existing residential communities and planned growth areas already served by infrastructure, to utilize resources that existing neighborhoods offer, thereby conserving open space and natural resources on the urban fringe.

Response: The proposed residential development is a residential infill project that redevelopments a vacant lot into a walkable, compatible residential neighborhood that complements surrounding businesses. The project clusters residential uses in near proximity to existing urban services.

POLICY 7.1.5. New developments which build residential medium or high-density infill housing, either as standalone or incorporated into mixed use projects are encouraged and shall take priority in financial assistance from the City.

Response: The proposed project is an infill development that places residential density in a location that is appropriate for growth and is served by urban services. The medium density project will promote resident activity in the downtown core and provide support for existing nonresidential uses.

Downtown Master Plan –

Economic and Business Development. Foster a successful, attractive, pedestrian oriented downtown retailing place with interesting places to shop and work, quality civic assets, proximate parking and nearby supportive residential (including mixed use) development.

Response: The planned residential condominiums will provide support retail along the City's main thoroughfare and will assist in transforming the beachside into a walkable downtown core. The residential homes will activate existing retail and promote multimodal transportation options.

Transportation and Circulation. Reclaim Granada Boulevard and other streets as part of the shared public realm as a quality centerpiece for development accommodating and supporting ALL modes of transportation.

Response: As residents live, work, and enjoy the existing downtown amenities, different multimodal transit opportunities, such as walking and biking, will be used.

City of Ormond Beach
121 East Project

Standards, Regulations and Infrastructure. Create a regulatory and governmental structure that enables positive reinvestment with flexible understanding of “traditional” design standards and urban mixed use without proscriptive “Mediterranean Revival” limitations.

Response: The proposed redevelopment of the site will allow for an aesthetically pleasing residential development that will act as a focal point for the downtown and bring forward design aspirations for adjacent properties.

The improvements to the physical environment in the Ocean District are keyed to the introduction of more intensive infill housing (especially to the south of Granada Blvd.) supported by mixed use development along Granada Boulevard and its side streets that includes housing as a component of the mixed use program.

Response: The project will provide for the housing element along Granada Boulevard that has been absent, and will create a larger resident base in the downtown core to assist in supporting a mixed use vision.

As properties along Granada redevelop, design guidelines should require that building mass move closer to the street to create a more urban context.

Response: The proposed structure is oriented so that the mass of the building, along with the front fencing proposed, creates a sense of an urban edge up to the pedestrian sidewalk.

Support increased housing at medium and high density as infill development and as mixed use projects on Granada Boulevard.

Response: The planned residential condominiums will provide support retail along the City’s main thoroughfare and will assist in transforming the beachside into a walkable downtown core. The residential homes will activate existing retail and promote multimodal transportation options.

We recognize the importance of the standards contained in the City's Land Development Code (“LDC”) and have made every commercial reasonable effort to bring forward a project consistent with the LDC. However, in this case, the project requires certain minor LDC waivers which are balanced against many significant public benefits. An outline of the requested waivers are outlined below:

Public Benefits under Section 2-36(h)(3) –

The project provides the following public benefits requested within Planned Business Developments under the City’s LDC:

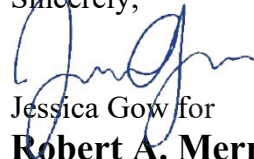
- Increase the number of optional architectural attributes (two (2) or more over and above the required minimum of three (3) optional attributes). *Please see elevations included with these materials that illustrate compliance with this benefit.*
- Provide elements which enhance the pedestrian walking zones such as arcades, overhangs, awnings, landscape and pedestrian amenities such as outdoor art, benches, tables and

City of Ormond Beach
121 East Project

umbrellas. For restaurants, provide outdoor dining areas, particularly cafe style. *The pedestrian experience is improved along Granada by utilizing the common street tree design iconic to the district. Working our way down from the canopy to the ground plane plant selection has been chosen to add color and interest to the front façade. Vegetation will be grown up the angled wall faces to soften their appearance from the right-of-way.*

- Provide parking to the side or rear of the building with the building facing the public right-of-way. *This has been provided.*
- Provide a combination of walls, berms and landscaping to define perimeter of the site. *This has been provided.*
- In lieu of a monument sign, provide only wall signage. *This has been provided.*

Sincerely,



Jessica Gow for

Robert A. Merrell III

Direct Dial (386) 323-9263

Email Rob.Merrell@CobbCole.com

Fax (386) 323-9207

RAM:JLG/ddl
Enclosures

121 EAST

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT (PD) PLANS

OWNER:
DIME ROCK PROPERTIES, LLC.
375 FENTRESS BLVD
DAYTONA BEACH, FL 32114
PHONE NUMBER: (386) 274-1234
FAX NUMBER: (386) 274-5678
CONTACT PERSON: COLLYER, BRYAN R
e-mail: bryan@crunconstruction.net

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT: HALUK KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:
J. B. FRIES & ASSOCIATES, INC.
#3435 WEST STATE ROAD #40
ORMOND BEACH, FLORIDA 32174
PHONE NUMBER: (386) 671-1700
FAX NUMBER
CONTACT PERSON: BRYAN E. FRIES P.S.M.
e-mail: jbfsurveyor@gmail.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

ATTORNEY:
COBB COLE
149 S. RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114
PHONE NUMBER (386) 323-9263
FAX NUMBER (386) 944-7955
CONTACT PERSON: ROB MERRELL
e-mail: rob.merrell@cobbcole.com

PROJECT DESCRIPTION:

PLANNED RESIDENTIAL DEVELOPMENT REZONING FOR 24 UNIT CONDOMINIUM DEVELOPMENT.

TAX PARCEL ID: 421405040051

ADJACENT PROPERTY OWNERS:

1.
421405040052
GRANADA PLAZA GROUP, LLC
444 SEABREEZE BLVD. STE 1000
DAYTONA BEACH, FLORIDA 32114

SITE ADDRESS:
125 E. GRANADA BLVD., ORMOND BEACH, FLORIDA 32176

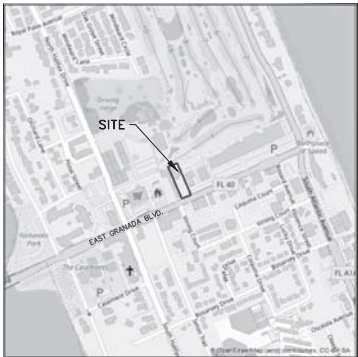
2.
421405040060
OCEANSIDE GOLF & COUNTRY CLUB
75 HALAFAX DRIVE
ORMOND BEACH, FLORIDA 32176

SITE ADDRESS:
75 HALAFAX DRIVE, ORMOND BEACH, FLORIDA 32176

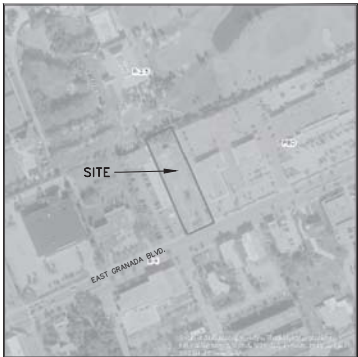
3.
421405040053
DORJIM, LLC
39 MOUNT AVENUE
ORMOND BEACH, FLORIDA 32174

SITE ADDRESS:
115 E. GRANADA BLVD., ORMOND BEACH, FLORIDA 32176

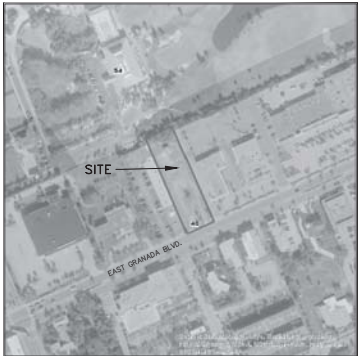
4.
GRANADA BOULEVARD/STATE ROUTE 40



VICINITY MAP
SCALE: 1" = 500'

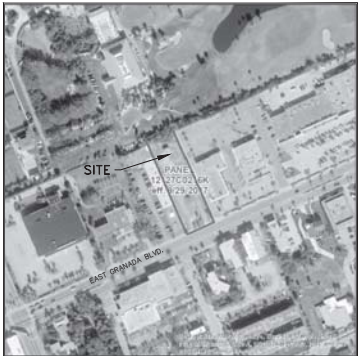


ZONING MAP
SCALE: 1" = 200'
CURRENT ZONING FOR THIS SITE IS: B-4
PROPOSED ZONING FOR THIS SITE IS: PD0



SOILS MAP
SCALE: 1" = 200'

THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
SOILS: S4 - QUARTZPSAMMENTS, GENTLY SLOPED



FLOOD_ZONE MAP
SCALE: 1" = 200'

THE PROPERTY LIES IN:
FLOOD_ZONE X PER FEMA MAPS 12127C0216K

SHEET INDEX:

C1 COVER SHEET
C2 EXISTING CONDITIONS PLAN
C3 PROPOSED LAND USE PLAN
C4 GROUND FLOOR PLAN
C5 STORMWATER & ENVIRONMENTAL PLAN
C6 UTILITY PLAN

LA1-LA2 CONCEPTUAL LANDSCAPE PLAN

VT1 VEHICLE TRACKING PLAN EXHIBIT

SF1 SECOND FLOOR PLAN EXHIBIT

LEGAL DESCRIPTION:

THE EASTERLY 100 FEET OF THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAD OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAD OUT; THENCE NORTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE WESTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

SAID PROPERTY IS ALSO DESCRIBED AS:

THAT PART OF GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT IN THE NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A 60 FOOT STREET AS FORMERLY LAD OUT, SAID POINT BEING A DISTANCE OF 1250 FEET WESTERLY OF THE INTERSECTION OF SAID LINE WITH THE WESTERLY LINE OF OCEAN SHORE BOULEVARD, A 30 FOOT STREET AS FORMERLY LAD OUT; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO SAID NORTH LINE OF GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO A POINT; THENCE EASTERLY AND PARALLEL TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 100 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES TO GRANADA BOULEVARD, FORMERLY KNOWN AS GRANADA AVENUE, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF TAKEN FOR GRANADA RIGHT OF WAY PURPOSES.

THE PROPERTY DESCRIBED HEREON IS IN "UNSHADED ZONE X" PER THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 125136 0216 K, MAP NUMBER 12127C0216K, DATED 29 SEPTEMBER, 2017.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



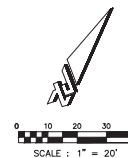
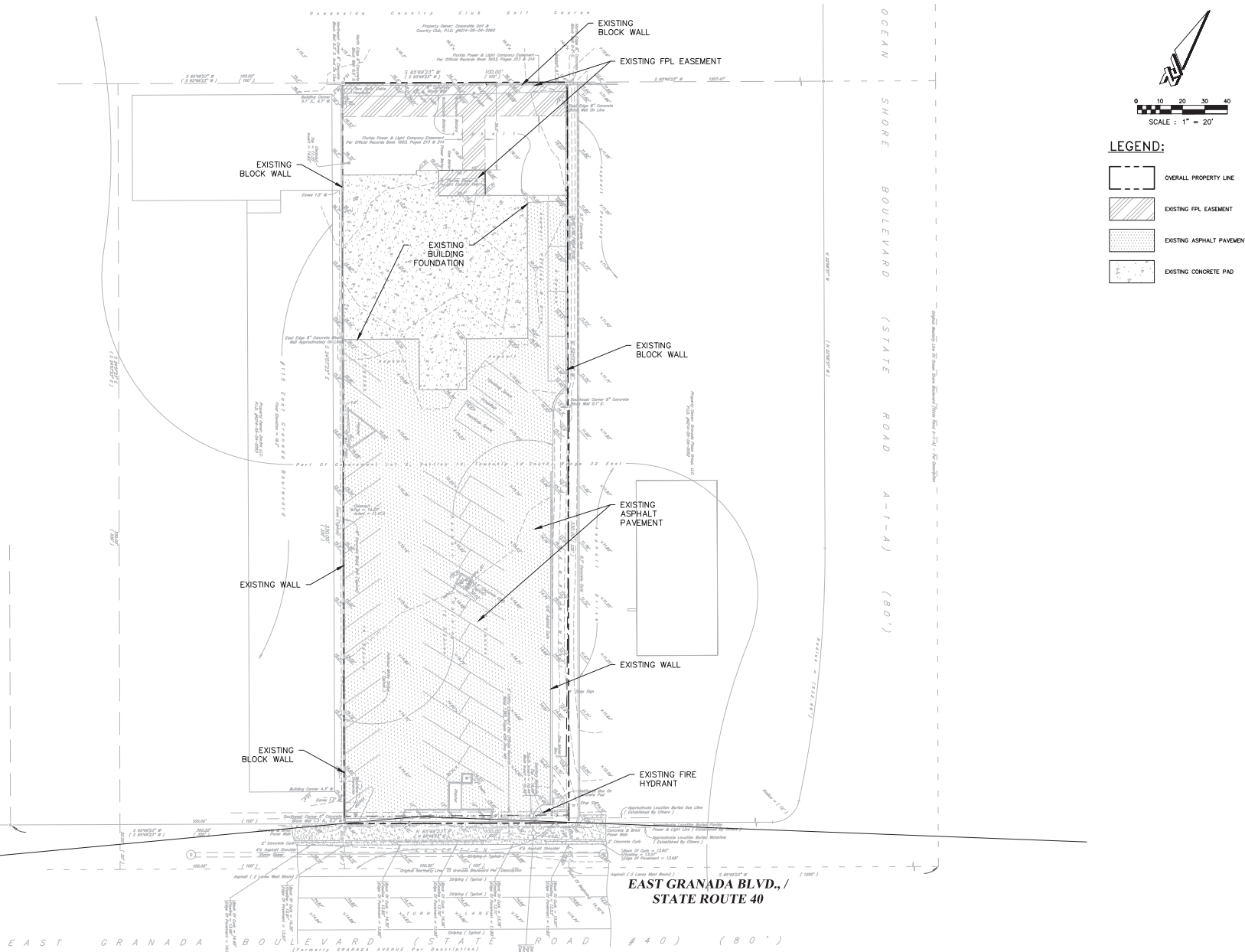
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	DESCRIPTION
1	12-15-2017	JAC	PRELIMINARY SUBMITTAL TO THE CITY OF ORMOND BEACH
2	12-15-2017	JAC	SUBMITTAL TO THE CITY OF ORMOND BEACH

121 EAST
PLANNED DEVELOPMENT (PD) PLANS
COVER SHEET

PROJECT NO: 20-21173
DESIGNED BY: HK
GRANTED BY: JMB
CHECKED BY: HK
DRAWING FILE: PL 21173-CDV
DWG: XXXXX.DWG
RFP: XXXXX.DWG

SHEET C1 OF 6



LEGEND:

- | | |
|---|---------------------------|
|  | OVERALL PROPERTY LINE |
|  | EXISTING FPL EASEMENT |
|  | EXISTING ASPHALT PAVEMENT |
|  | EXISTING CONCRETE PAD |



**ZEV COHEN
& ASSOCIATES, INC.**
300 INTERCHANGE BLVD., 5TH. F.
GARDEN CITY, NY 11530
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

O	DATE	BY	SUBMITTALS / REVISIONS
I	08-22-22	HK/JL	SUBMITTAL TO THE CITY OF RIMOND BEACH
			CITY ENGINEER REVIEWED AND APPROVED FOR SUBMISSION
			DRAWN BY: JLM

121 EAST
PLANNED DEVELOPMENT (PD) PLANS
EXISTING CONDITIONS PLAN

100

PROJECT NO: ZC 21173

DESIGNED BY: HK

DRAFTED BY: JML

CHECKED BY: HK

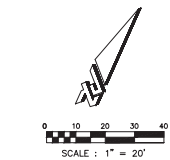
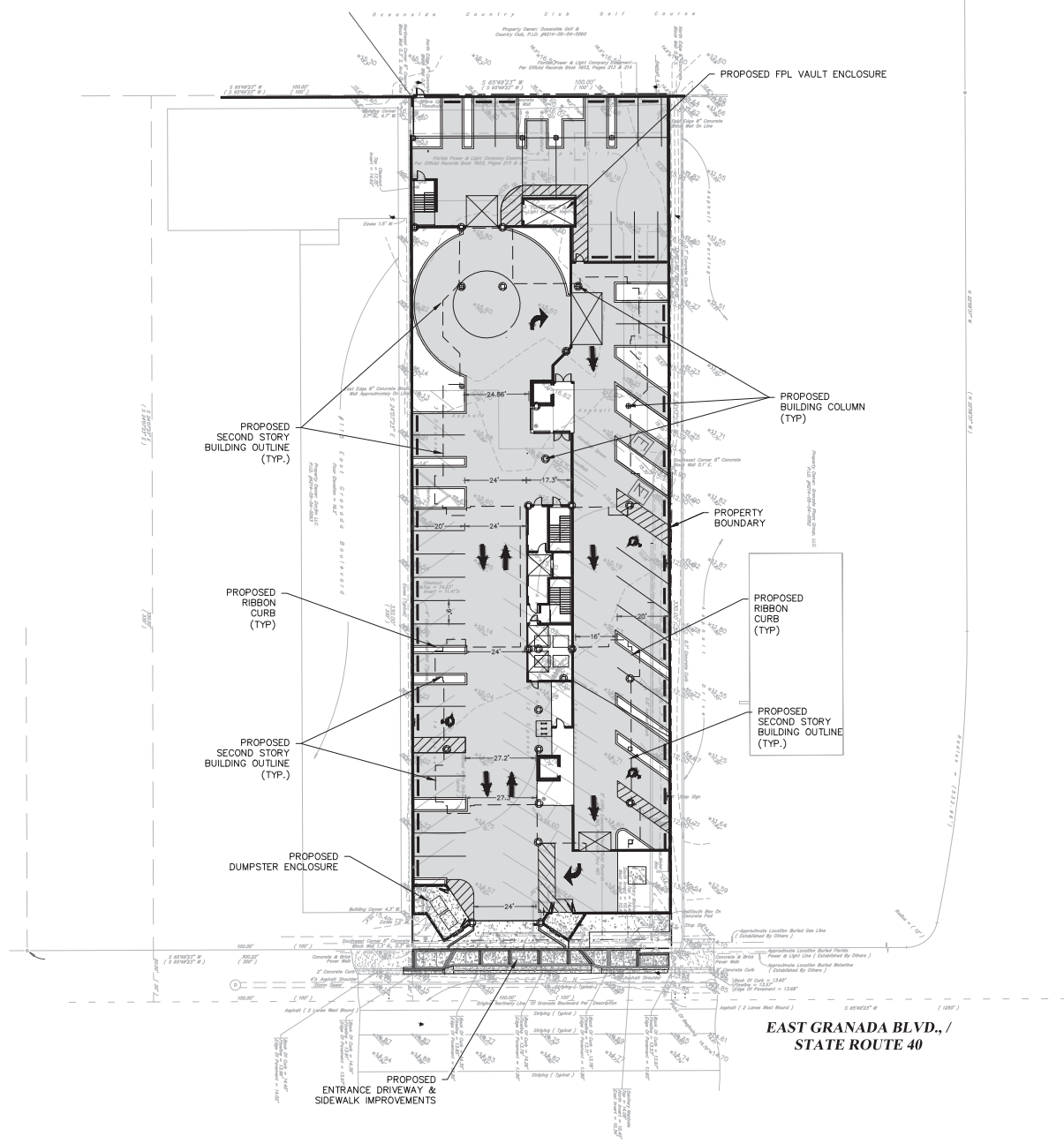
DRAWING FILE: 02_21173-EXP
XREFS: XXXXX.DWG

ANEP 5: XXXX.DWG

1

NOT VALID WITHOUT SEAL

SHEET: C2 OF 6



LEGEND:

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED BUILDING COLUMNS

SITE INFORMATION:

SITE ADDRESS:	121 EAST GRANADA BLVD., ORMOND BEACH, FL 32174
PROJECT AREA:	0.758 AC
TAX PARCEL ID. #:	421405040051
EXISTING ZONING:	B-4, CENTRAL BUSINESS
PROPOSED ZONING:	PRD, PLANNED RESIDENTIAL DEVELOPMENT
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	MULTI FAMILY RESIDENTIAL
FUTURE LAND USE:	GENERAL COMMERCIAL
EXISTING IMPERVIOUS AREA:	0.620 AC
PROPOSED IMPERVIOUS AREA:	0.678 AC 89.40%
PROPOSED PERVIOUS/OPEN SPACE AREA:	0.080 AC 10.55%
PROPOSED LANDSCAPE AREA:	0.080 AC 10.55%
SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	0 FT
REQUIRED LANDSCAPE BUFFERS:	0 FT
MAXIMUM BUILDING LOT COVERAGE:	±16,681 SF ~0.383 AC, (SECOND FLOOR) ±50.5%
TOTAL BUILDING SQUARE FEET:	±57,326 SF (FIVE STORIES & GROUND ENTRANCE AREAS)
MAXIMUM BUILDING HEIGHT ALLOWED:	75 FEET
PROPOSED BUILDING HEIGHT:	74 FEET

SITE DATA

TOTAL PD AREA	0.758 AC
CURRENTLY PROPOSED DEVELOPMENT AREA	0.758 AC
NUMBER OF UNITS	24
DENSITY	32 DU/AC
PARKING REQUIRED	36 SPACES
HANDICAP PARKING REQUIRED	2
HANDICAP PARKING PROVIDED (INCLUDED IN TOTAL PARKING COUNT)	3
TOTAL PARKING PROVIDED	40
MIN. LOT AREA	20,000 SF
MIN. LOT WIDTH	100'
MIN. FLOOR AREA	600 SF

LAND USE TABLE

PROPOSED USES	SQ. FT.	ACREAGE	PERCENT
GROUND FLOOR PARKING & ACCESS	25,178	± 0.578AC	± 76.25
GROUND FLOOR TRASH & BUILDING ACCESS	2,178	± 0.05AC	± 6.00
LANDSCAPE / OPEN SPACE AREA	3,485	± 0.080AC	± 10.55
SECOND FLOOR / RESIDENTIAL & ACCESS	11,230		
SECOND FLOOR POOL LANAI / GAME LAWN	3,337		
SECOND FLOOR HOSPITALITY / FITNESS	1,514		
SECOND FLOOR DOG WALK AREA	2,653		
THIRD-SIXTH RESIDENTIAL / ACCESS / STORAGE AREA	51,096		
TOTAL FLOOR AREA (RESIDENTIAL LIVING ONLY)	44,775		
FLOOR AREA RATIO (FAR)	1.03		

EXISTING ENCROACHMENTS

FPL EASEMENT & SWITCH STATION	± 0.05AC	± 06.60
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TOTAL PROPERTY AREA	± 0.758AC	± 100.0
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* REFER TO AGREEMENT FOR DETAILED LIST OF PERMITTED USES



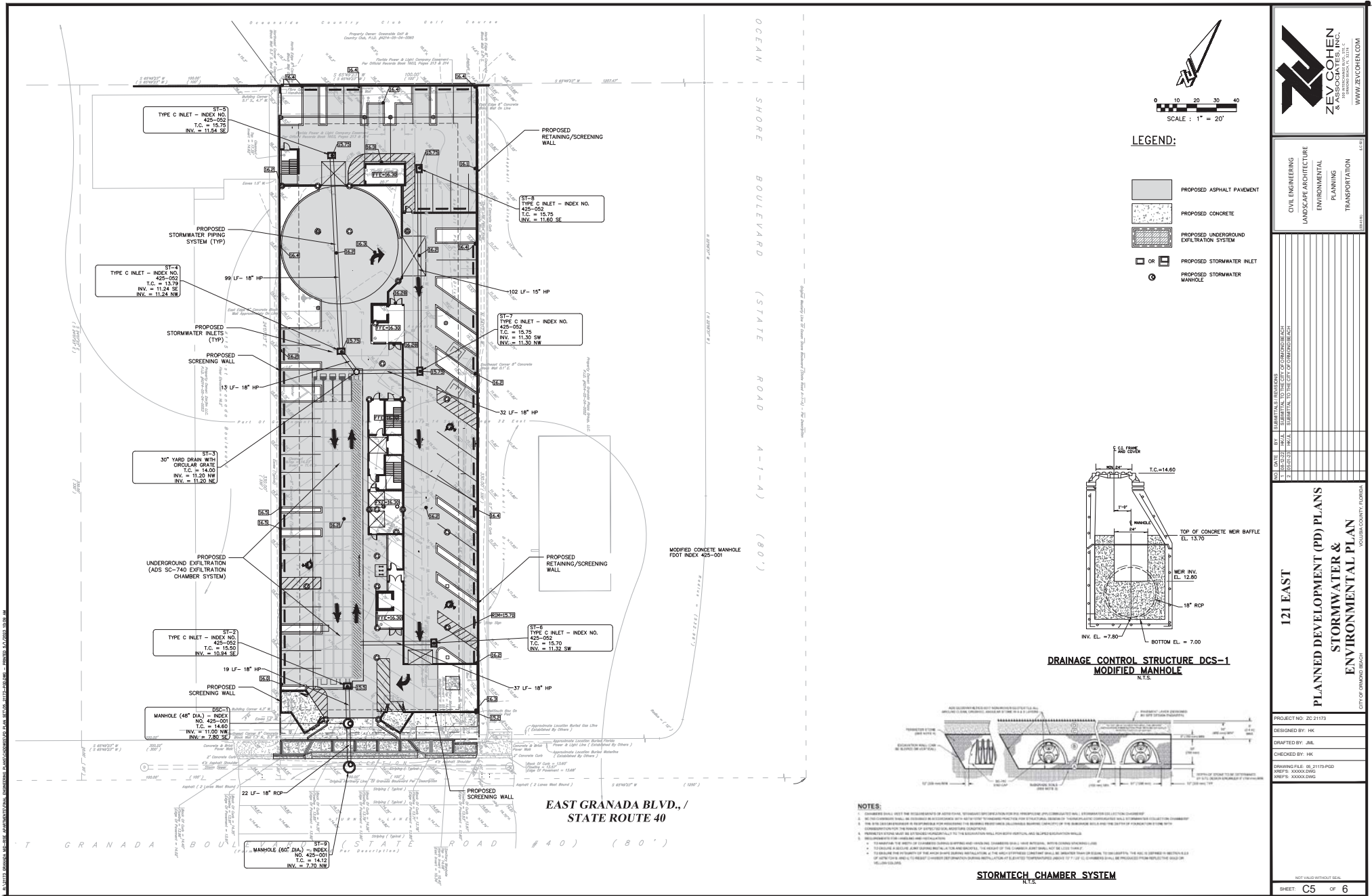
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

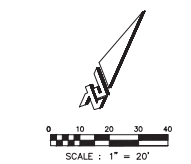
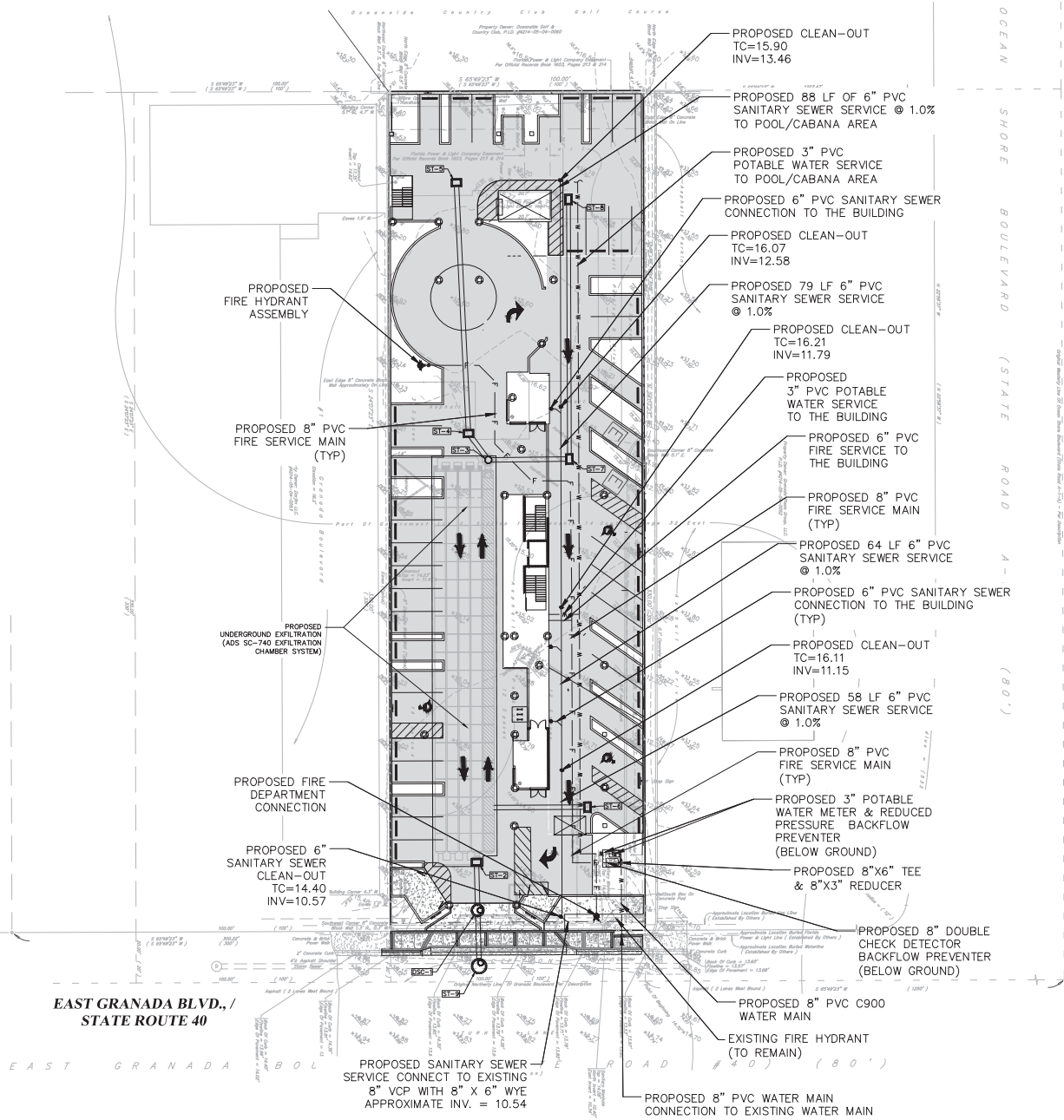
NO.	DATE	BY	DESCRIPTION
1	10/15/2013	JAM	PRELIMINARY SITE PLAN
2	10/22/2013	JAM	REVISIONS TO PRELIMINARY SITE PLAN
3	11/01/2013	JAM	FINAL SITE PLAN

121 EAST
PLANNED DEVELOPMENT (PD) PLANS
PROPOSED LAND USE PLAN

PROJECT NO: 20-21173
DESIGNED BY: HK
DRAWN BY: JAM
CHECKED BY: HK

DRAWING FILE: 121173-PLU
DATE: 10/15/2013
REV: 000000





LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED SANITARY SERVICE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED FIRE DEPARTMENT CONNECTION

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

121 EAST GRANADA BLVD., / STATE ROUTE 40

PLANNED DEVELOPMENT (PD) PLANS

UTILITY PLAN

PROJECT NO: 20-21173

DESIGNED BY: HK

DRAWN BY: JMB

CHECKED BY: HK

DRAWING FILE: 20-21173-UTL

DATE: 08/08/2020

WEEKS: 00000 DWS

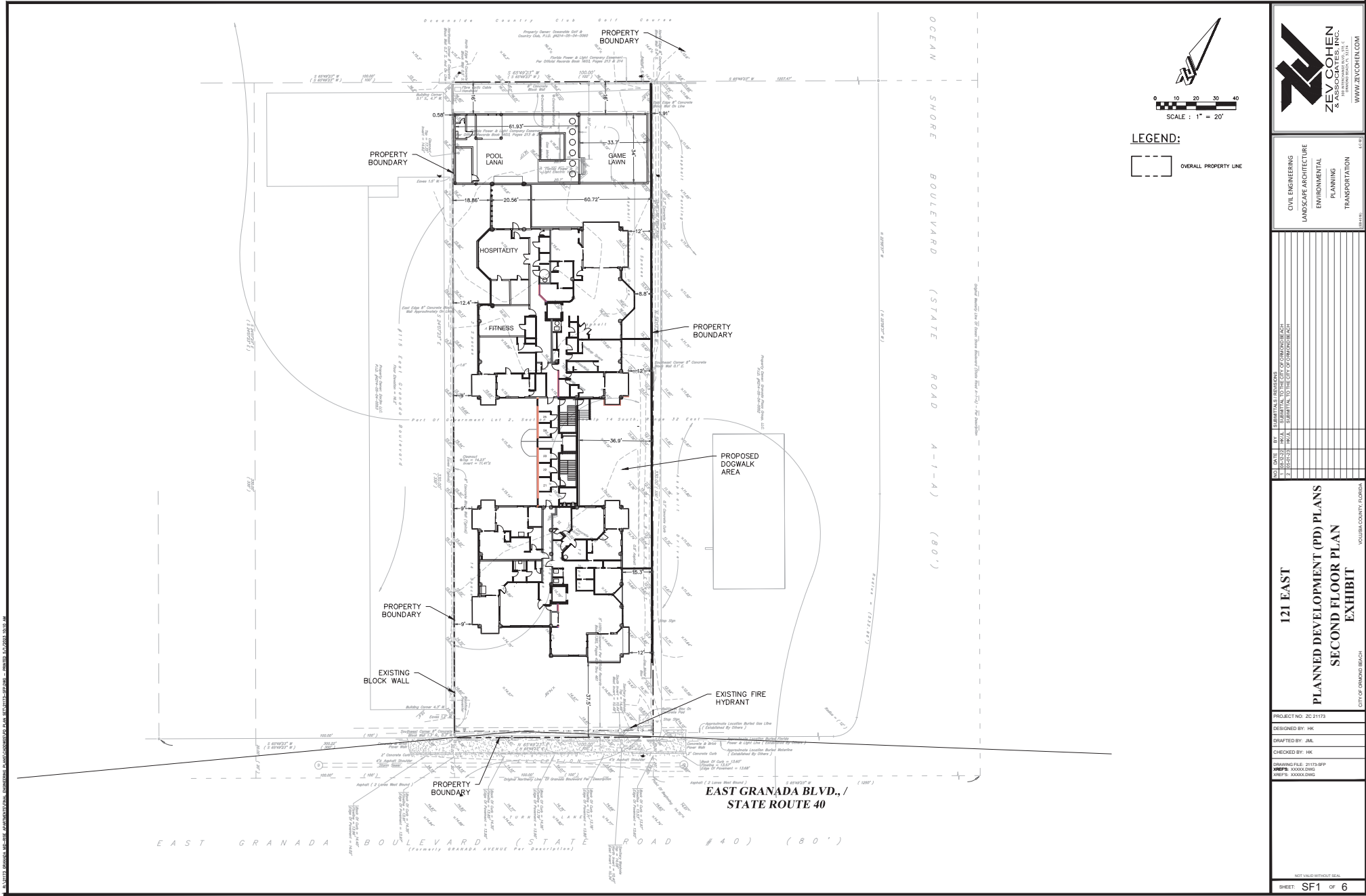
WEEKS: 00000 DWS

MAILED BY: JMB

DATE: 08/08/2020

TIME: 10:00 AM

SHEET **C6** OF **6**





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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	DESCRIPTION
1	10-15-2017	JML	PRELIMINARY
2	10-24-2017	JML	REVISION

121 EAST

PLANNED DEVELOPMENT (PD) PLANS

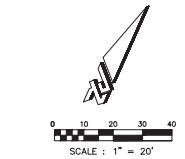
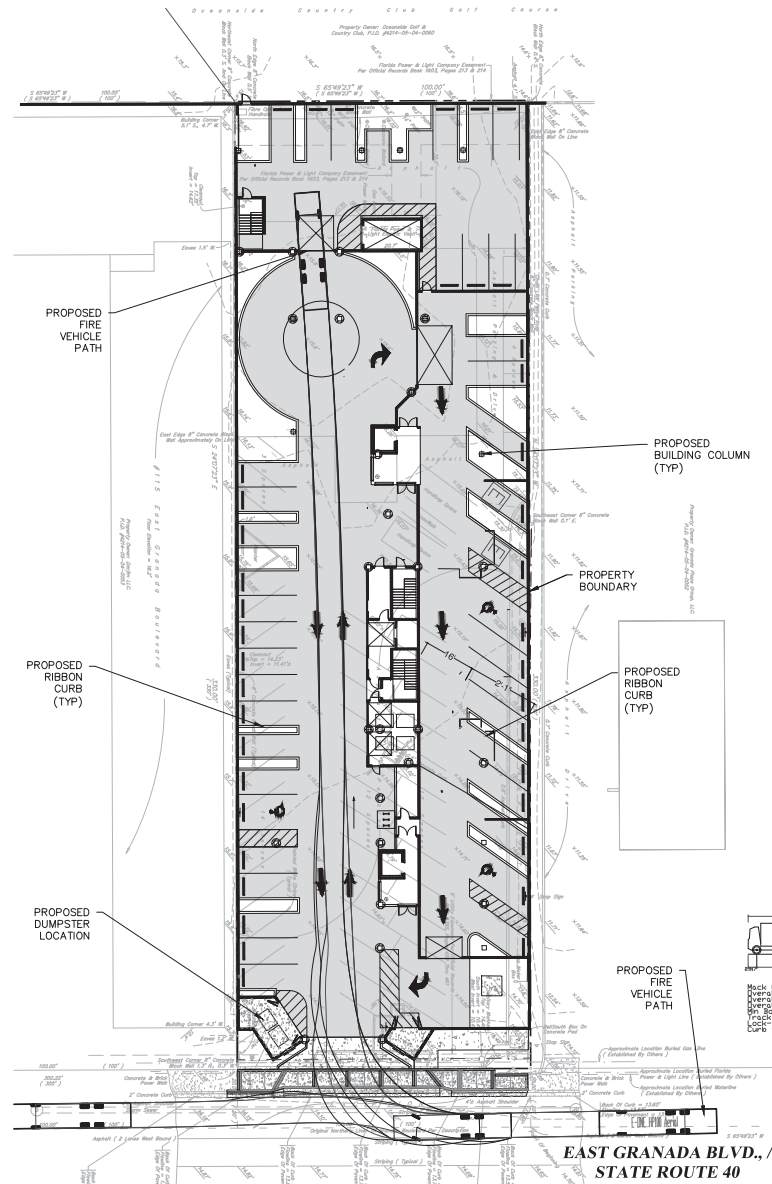
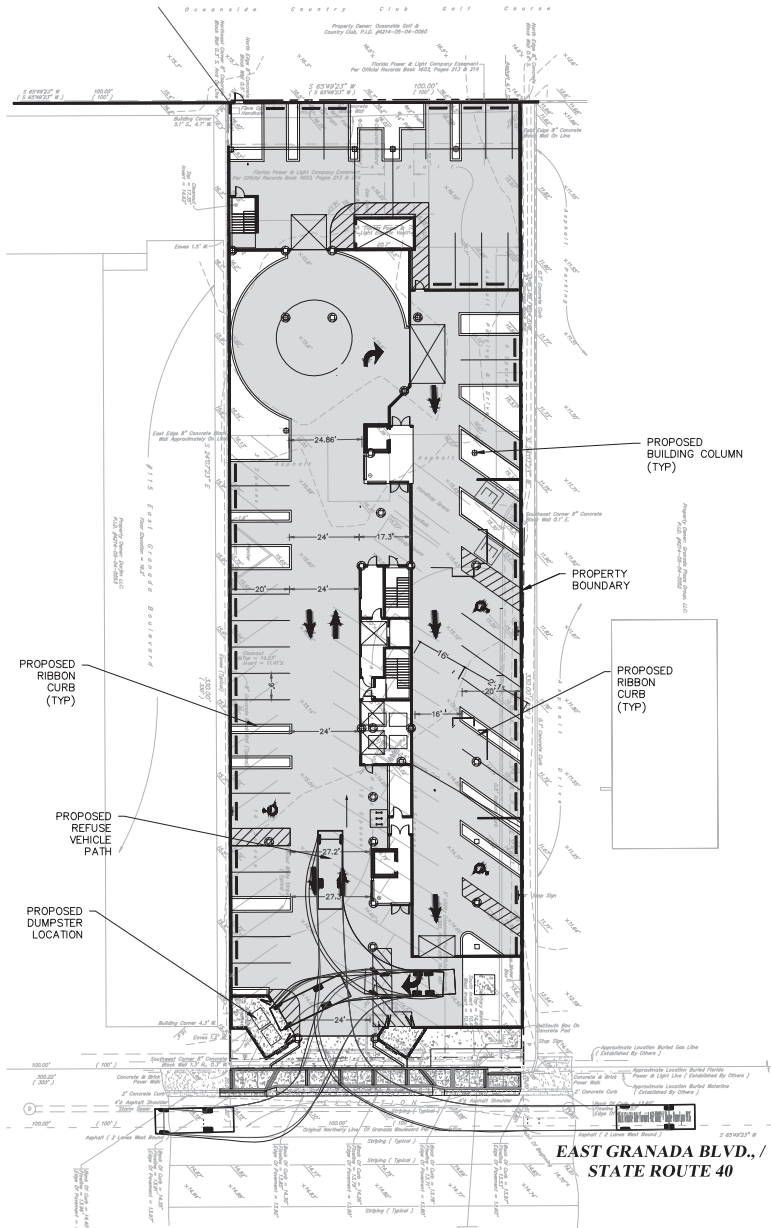
SECOND FLOOR PLAN

EXHIBIT

PROJECT NO. 20-21173
DESIGNED BY: HK
DRAWN BY: JML
CHECKED BY: HK
DATE: 10-24-2017
DRAWING FILE: 21173-SF
PROJECT: 121 EAST
CLIENT: XXXXX INC.
NOT VALID WITHOUT SEAL

SHEET **SF1** OF 6

121 EAST GRANADA BLVD. / STATE ROUTE 40, ORANGE COUNTY, FLORIDA

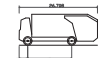


LEGEND:

- PROPERTY LINE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED BUILDING COLUMNS



FIRE VEHICLE



REFUSE VEHICLE

McK Granite Axle Forward 4x2 G712 - Wayne PowerLynx PL16
Overall Length 20'-0"
Overall Width 6'-0"
Overall Height 10'-0"
Wheelbase 10'-0"
Ground Clearance 10'-0"
Turning Radius 25'-0"

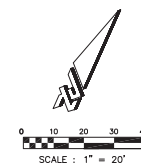
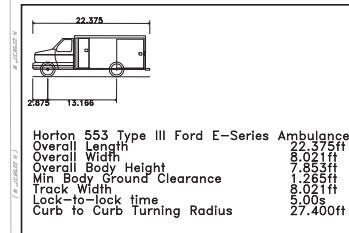
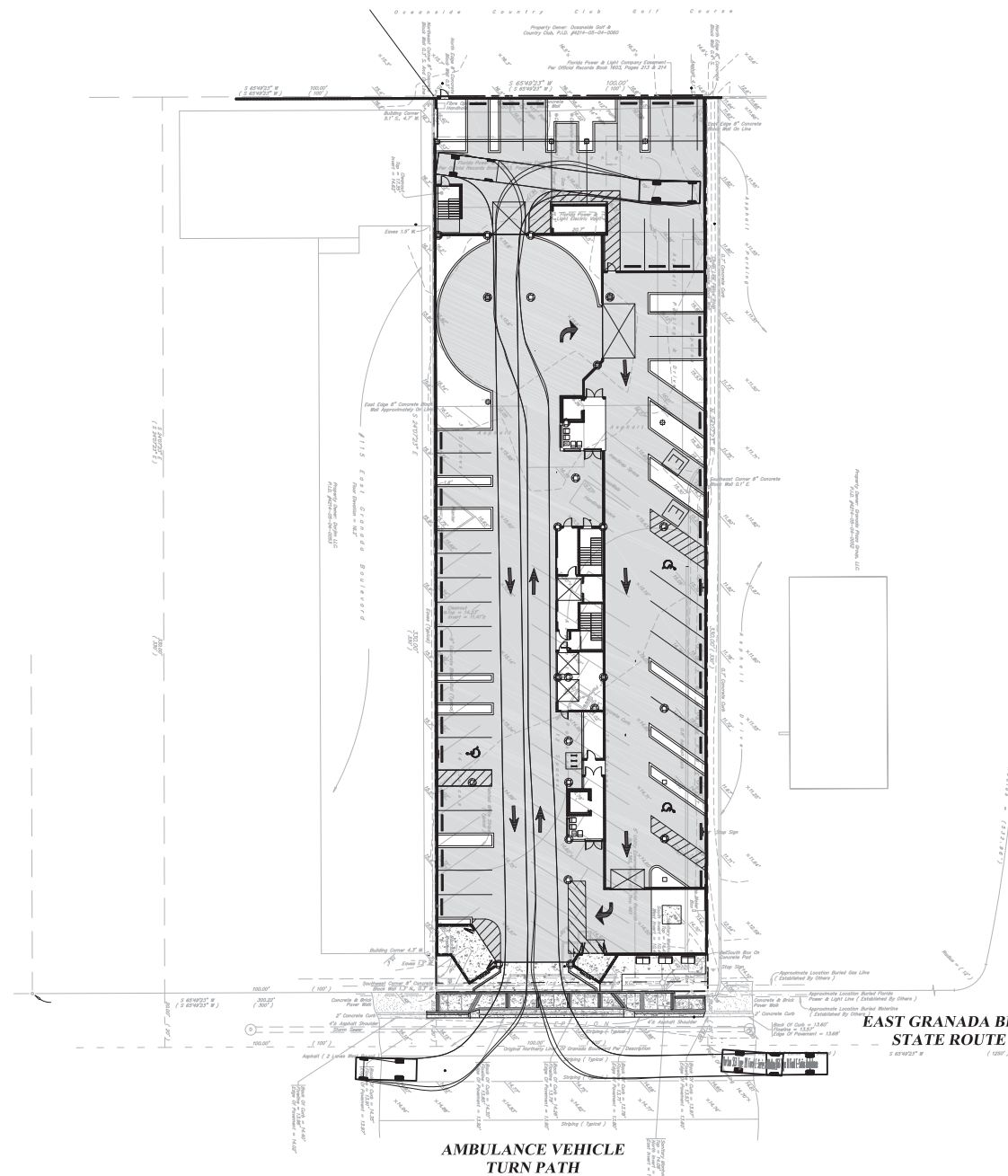
ZEV COHEN
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

121 EAST GRANADA BLVD. / STATE ROUTE 40, ORANGE COUNTY, FLORIDA

PLANNED DEVELOPMENT (PD) PLANS
VEHICLE TRACKING PLAN
EXHIBIT

PROJECT NO: 20-21173
DESIGNED BY: HK
DRAWN BY: JMB
CHECKED BY: HK
DRAWING FILE: 21173-VTE
DATE: 0000-00-00
REV: 0000-00-00

SHEET VT1 OF 6



LEGEND:

-  PROPERTY LINE
 PROPOSED ASPHALT PAVEMENT
 PROPOSED CONCRETE



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS /REVIEWS
1	08-17-22	MALIK	INITIALS AND SIGNATURE FOR SUBMITTAL TO THE CITY OF OAKLAND LEACH
2			
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121 EAST
PLANNED DEVELOPMENT (PD) PLANS
VEHICLE TRACKING PLAN
EXHIBIT

PROJECT NO: ZC 21173
DESIGNED BY: HK
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 21173-4/TE-AMBULANCE
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

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SHEET: VT2A OF 2

121 EAST

121 GRANADA BOULEVARD EAST ORMOND BEACH, FL 32176

PROJECT DESCRIPTION

A 24 unit condominium building located on a 100' x 350' property on the north side of Granada running north/south on the long edge

OWNER

Dime Rock Properties LLC
375 Fentress
Daytona Beach, FL - 32114

ARCHITECT

L. William Chapin, II, FAIA
FL reg # 0010783
444 Seabreeze Blvd - suite 200
Daytona Beach, FL 32118
Contact: 386-299-8363

CONTRACTOR

Crunch Construction
375 Fentress
Daytona beach, FL - 32114

PROJECT MANAGER

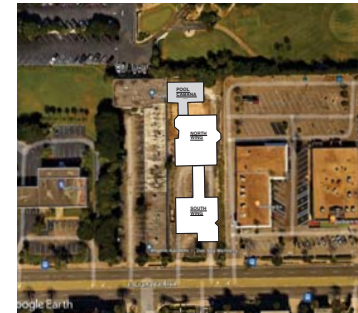
Bryan Collyer
Crunch Construction
375 Fentress
Daytona beach, FL - 32114

ELECTRICIAN

PLUMBER

INDEX OF DRAWINGS

C-1 Project description, contact info, location map
S-1 Site Schematic
A-1 Floor plans
A-2 Elevations/sections
A-3 Perspectives



C-1

121
EAST

121 EAST GRANADA BLVD.
ORMOND BEACH, FL 32176

Wm
CHAPIN
F.A.I.A. • ARCHITECT

L. WILLIAM CHAPIN II, FAIA
444 S. SEABREEZE BLVD.
SUITE 200
DAYTONA BEACH, FL 32118
386 - 299 - 8363

williamchapin@mac.com
williamchapin.com

FL REG. # AR0010783
NCARB REGISTERED

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I HAVE EXAMINED THE DRAWING AND
CERTIFY THAT IT IS A TRUE AND CORRECT
REPRODUCTION OF THE ORIGINAL DRAWING
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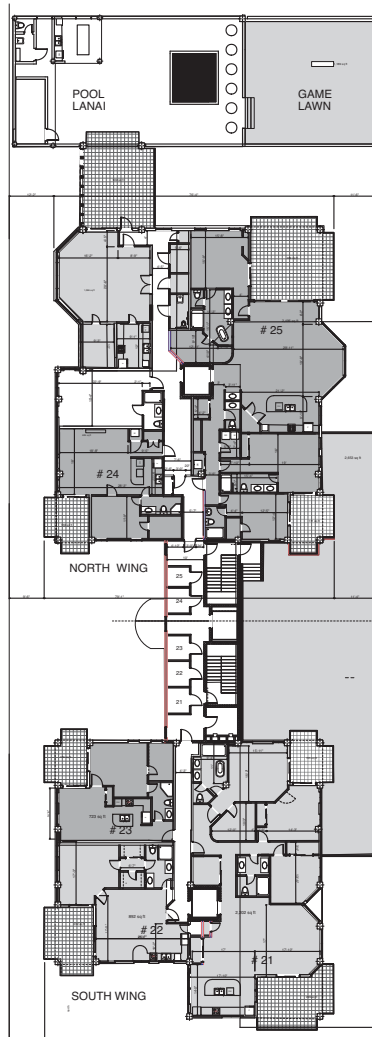
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DATE:

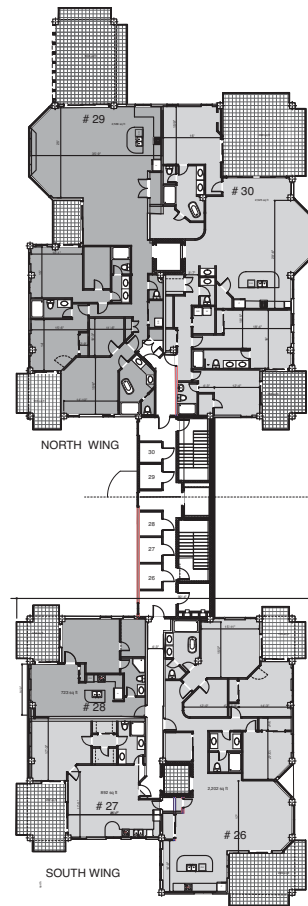
1 MAY 2023

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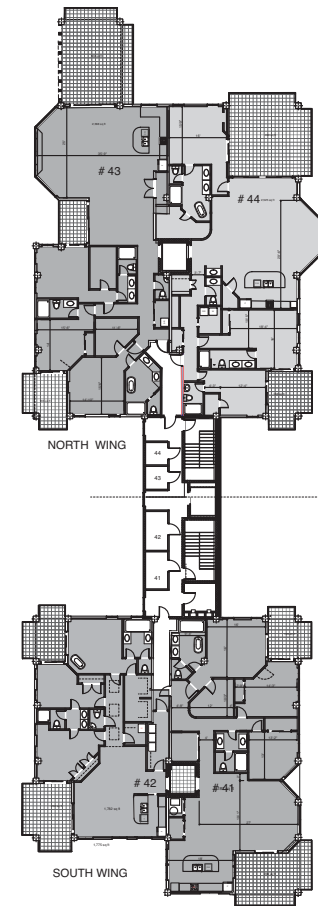
COVER SHEET



SECOND FLOOR PLAN



THIRD-FIFTH FLOOR PLANS



SIXTH FLOOR PLAN

A-1

**121
EAST**

121 EAST GRANADA BLVD.
 ORMOND BEACH, FL 32176

**Wm
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 F.A.I.A. • ARCHITECT

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 386 - 299 - 8363

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 (Stamp: 8/23)

COMM. NO.

DRAWN BY
 LWC

DATE:
 1 MAY 2023

DRAWINGS:

FLOOR PLANS
 1/16" = 1'-0"

A-2.1

121
EAST

121 EAST GRANADA BLVD.
ORMOND BEACH, FL 32176

Wm
CHAPIN
F.A.I.A. • ARCHITECT

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SUITE 200
DAYTONA BEACH, FL 32118
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williamchapin@mac.com
williamchapin.com

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444 S. SEABREEZE BLVD., SUITE 200
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386 - 299 - 8363
williamchapin@mac.com
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FL REG. # AR0010783
NCARB REGISTERED

COMM. NO.

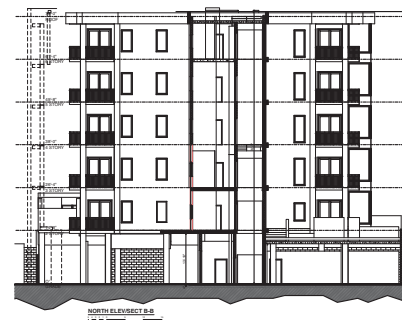
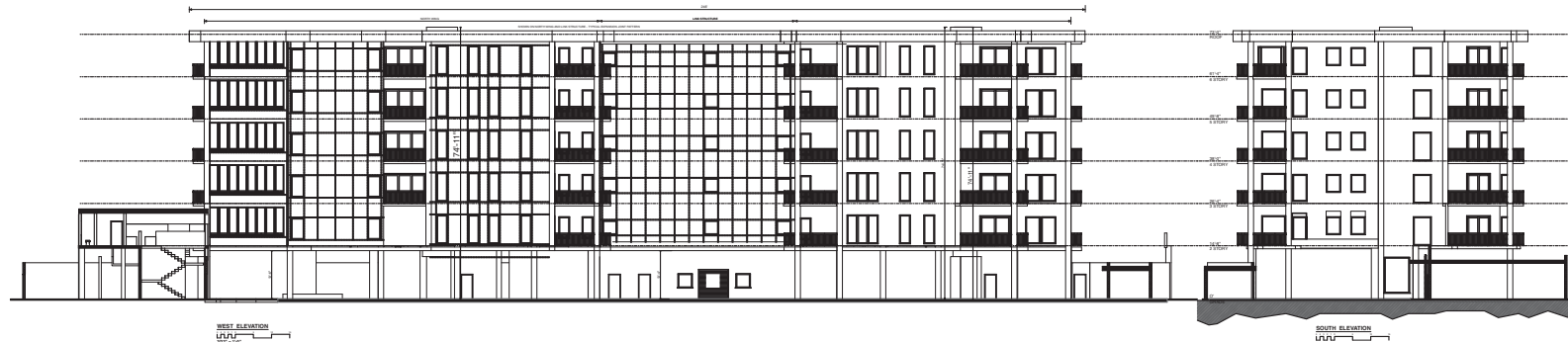
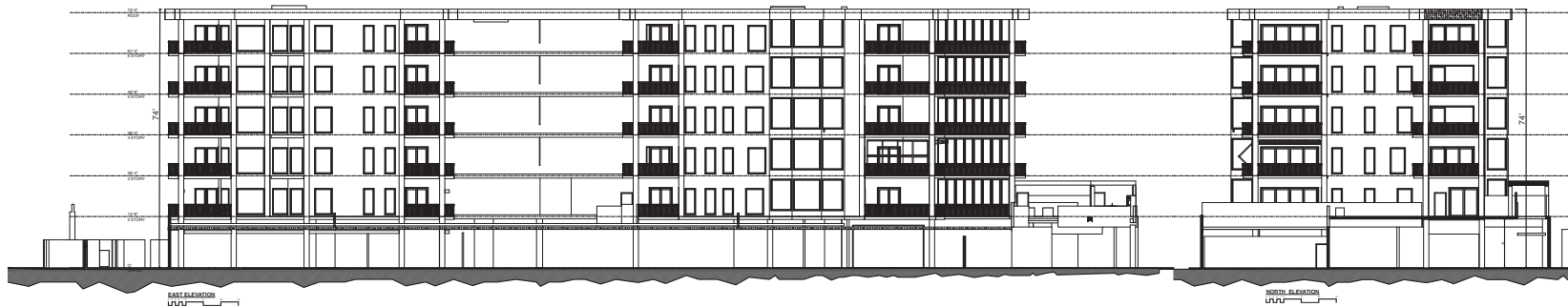
DRAWN BY
LWC

DATE:
1 MAY 2023

DRAWINGS:

Overall elevations

NOTE:
all drawings are at
1/16" = 1'-0"



- LOCAL 121 EAST NOTES
- PER CITY OF ORMOND BEACH ZONING ORDINANCE, THIS PROJECT HAS BEEN DESIGNED IN THE NEO-ECLECTIC STYLE.
 - PER CITY OF ORMOND BEACH ZONING ORDINANCE, WHERE THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 70', THIS BUILDING STANDS 71'-11" AT ITS HIGHEST ELEVATION.
 - PER CITY OF ORMOND BEACH ZONING ORDINANCE, THE FOLLOWING IS A LIST OF ARCHITECTURAL DESIGN ELEMENTS THAT FALL UNDER THE DEFINITION OF NEO-ECLECTIC DESIGN AND WILL BE USED FOR THIS PROJECT:
 - A. MASSING IS A COMPOSITION OF NON-SYMMETRICAL ELEMENTS.
 - B. WINDOWS ARE ALL VERTICALLY CONFIGURED AND UNIFORMLY FRAMED IN WHITE WITH ELASTIC GLASS-PAINTED GLASS.
 - C. ENTRANCES, EACH WING FEATURES A GLASS-ENCLOSED ELEVATOR ENTRANCE VESTIBULE WITH UNIFORM DETAILING FOR EACH.
 - D. ROOFS, THE ROOFS ARE NORMALLY FLAT BUT BARRICED WITH A HORIZONTAL SCOFF THAT IS PAINTED THE COLOR OF THE REST OF THE TRIM ON THE PROJECT.
 - E. EXTERIOR MATERIALS, THE MATERIALS ARE PRIMARILY STUCCO WITH PROMINENT EXPANSION JOINTS USED TO DEFINE THE FLOORS AND WINDOWS. THE FACADES WITHOUT WINDOWS WILL HAVE DECORATIVE BANDING AT EACH FLOOR TO GIVE A MAXIMUM HORIZONTAL VISUAL BREAK EVERY 10'-0".
 - F. COLORS, THE DOMINANT COLOR WILL BE A SLIGHTLY OFF WHITE WITH BLUE ACCENTS AT BALCONY EDGES AND ROOF BAND.

GENERAL NOTES:

- Provide all control joints in accordance with mfg.'s spec's.
- Stucco panel color shall be integral to material as approved to paint on.
- All mechanical equipment will not be visible from street level.
- All visible surfaces shall be painted color of adjacent surfaces.
- Refer to Florida Building Product Booklet for additional product information.
- All downspouts and gutters shall be finished the color of adjacent surfaces.



SOUTHWEST VIEW



NORTHWEST VIEW



NORTH WING SECTION



SOUTHEAST VIEW



LINK SECTION



SOUTH VIEW



NORTHEAST VIEW

BUILDING STATISTICS

1. The building is a 24 unit multi family residence with fifteen 3 bedrooms/3 bath units, and nine 1 bedroom/1 bath units. Each of two wings are served with an occupant elevator and both wings share a service elevator. The structure linking the two wings consists of a common corridor giving access of each resident to a private storage closet, the fire stairs, and the common service elevator. The use of the slender "link" to join the two wings adds substantial visual appeal to the project's west and east elevations, and eliminates the project looking awkwardly long.

ARCHITECTURAL COMMENTS
RE: 121 E. Granada Condos
ZC 21173

ARCHITECTURAL ATTRIBUTES

1. The generous terraces located at each corner of both wings add an interesting facade element contributing to the richness of the elevations.
2. The blue edges of the terraces along with the same color fascia at the roof provide a unifying and interesting element to the floors and roof edge.
3. Blue tinted glass will be used in all the fenestration, which supplements the subtle blue theme of the above details.
4. The handsome long arrival entry court, with its two glass-clad gives an interesting streetscape to passersby, residents and guests.
5. The lawn and lawn area were placed between the North Tower and Oceanside Country Club to allow the building to be respectfully set back from the golf course.
6. In order to appear comfortably sited, the design was configured to set well back of all of the setback allowances.
7. The generous sizes of the residences, along with their nearly 10' ceiling heights, set a tone of luxury that future projects coming to Granada will choose to follow.
8. Rather than a plain flat street facade, the street front wall has handsome angled stucco walls that act as a backdrop for native plantings, wall-adorned ivy and a possible changing art display.

A-3

**121
EAST**

121 EAST GRANADA BLVD.
ORMOND BEACH, FL 32176

**Wm
CHAPIN**
F.A.I.A. • ARCHITECT

L. WILLIAM CHAPIN II, FAIA
444 S. SEABREEZE BLVD.
SUITE 200
DAYTONA BEACH, FL 32118
386 - 299 - 8363

williamchapin@mac.com
williamchapin.com

FL REG. # AR0010783
NCARB REGISTERED

THIS DRAWING AND ITS APPROPRIATIONS ARE
INSTRUMENTS OF SERVICE, AND ALL DESIGN
RESPONSIBILITIES ARE ASSIGNED TO THE ARCHITECT
IN CONFORMANCE WITH THE PROFESSIONAL
CODE OF ETHICS.

L. WILLIAM CHAPIN II, FAIA, ARCHITECT
THE USE OF THIS DESIGN FOR ANY OTHER
PROJECT WITHOUT THE ARCHITECT'S WRITTEN
CONSENT IS STRICTLY PROHIBITED WITHOUT
THE EXPRESS WRITTEN PERMISSION
OF THE ARCHITECT.

L. WILLIAM CHAPIN II, FAIA, ARCHITECT
THIS DRAWING IS A VOLUNTARY
CONTRIBUTION TO THE ARCHITECTURAL
RECORD. IT IS NOT TO BE USED FOR
ANY OTHER PROJECT WITHOUT THE
ARCHITECT'S WRITTEN CONSENT.
CONSENTED TO BY: L. WILLIAM CHAPIN II, FAIA
DATE: 05/01/2023

COMM. NO.

DRAWN BY
LWC

DATE:
1 May 2023

DRAWINGS:



SOUTHWEST VIEW



SOUTH VIEW



NORTHWEST VIEW



SOUTHEAST VIEW



NORTHEAST VIEW



NORTH WING SECTION



LINK SECTION

ARCHITECTURAL DESIGN COMMENTS

The long slender site prompted the design to be stretched north and south, with two wings to be connected by a service link that provides area for fire stairs, a service elevator, and spacious lockers for each resident. Additionally, the slender link provides the opportunity to introduce enhanced surrounding daylight to nearly every bedroom.

Each wing has an elevator that conveys travelers directly to the gathering room of each residence. Each gathering room enjoys connection with a terrace spacious enough to accommodate lounge seating, dining furniture, and even extensive container landscaping. Optional glass drop-down doors can effectively add the terraces to the indoor gathering rooms.

The architectural parti employs extensive elevation variety to the façades. The basic elevation detailing consists of a grid panel that uses the window heads, sills, and sides to locate the horizontal and vertical alignments. The detail is purposely understated in order to let the dramatic terraces, with their extended decking, give richness to each wing. The link elevations are also clad in a simple horizontal/vertical cladding for the same reason.

The arrival drive sits 13'-6" above the entry lane at the west side of the vestibules to the two wings. The combination of abundant natural light under the building along with sensitive landscaping provides a most inviting arrival to 121 EAST.

S-1

121
EAST

121 EAST GRANADA BLVD.
ORMOND BEACH, FL 32176

Wm
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CONSENT IS STRICTLY PROHIBITED WITHOUT
THE EXPRESS WRITTEN PERMISSION
OF THE ARCHITECT.

L. WILLIAM CHAPIN II, FAIA, ARCHITECT
ARCHITECTURAL RENDERING AND DESIGN TO
THE DRAWING IS A VOLUNTARY
CONTRIBUTION. THE ARCHITECT'S
DESIGN SHALL BE THE FINAL DESIGN. THE
ARCHITECT'S DESIGN SHALL BE THE FINAL
DESIGN. THE ARCHITECT'S DESIGN SHALL
BE THE FINAL DESIGN.

DATE: 03/04/2023

COMM. NO.

DRAWN BY
LWC

DATE:
3 April 2023

DRAWINGS:

DRAFT

**Planning Board minutes
from**

June 8, 2023

ITEM:

ZMA 2022-098(B)

121 East, 121 East Granada Boulevard,
Issuance of Development Order

stated that it does and there needs to be verification of the fire access requirements. Mr. Spraker restated that the first step is that there be a majority of residents that desire a one-way traffic pattern. The second step, if residents are interested, is the actual design that could be developed and then voted on by the residents of the roadways.

D. ZMA 2022-098(A) 121 East, 121 East Granada Boulevard, Planned Business Development

E. DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order

Mr. Steven Spraker, Planning Director, stated that items (D) and (E), are interrelated and will be discussed together but must be voted on by the Planning Board individually. Mr. Spraker displayed the land use and zoning for the property at 121 East Granada Boulevard. Mr. Spraker stated that the land use allowed a total of 24 residential units and the zoning allowed 20 residential units. He showed pictures of the existing site and a Florida Power and Light (FPL) structure. Mr. Spraker stated that agenda item (A) was for a zoning map amendment for 0.76 acres that has a B-4, Central Business zoning designation that is seeking a PBD, Planned Business Development zoning designation. The zoning map amendment provides a framework for the next agenda item of the issuance of a development order.

Mr. Spraker summarized the development order process that included SPRC review, a neighborhood meeting, Ormond Beach MainStreet review, Planning Board review, and future City Commission dates. Mr. Spraker stated that the project was in the Downtown Overlay District and noted that the master plan encouraged residential development.

Mr. Spraker detailed the project site plans. He stated that the building was five (5) stories over the ground floor of parking. The second floor has a pool/amenity area to the north of the property and a dog walk area to the east of the building. Mr. Spraker displayed a first floor site plan and the project building elevations.

Mr. Spraker stated that there were two correspondence items received for this project, an e-mail from a resident who was not in favor of the project and desired another use, and the other correspondence, a letter of support from Ormond Beach MainStreet. Mr. Spraker concluded that the Planning Board's options for the project are (1) approve as submitted, (2) approve with conditions, or (3) deny as submitted. Mr. Spraker stated that the SPRC is recommending approval of agenda items (D) and (E).

Applicant's Presentation

Mr. Robert A. Merrell, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated there has been months of work put into the project and there is a project team to answer any questions. The property owner and contractor, Mr. Bryan Collyer, is available for any questions. Mr. Merrell remarked that the staff report reviewed in detail the Comprehensive Plan, Downtown Master Plan, and Land Development Code (LDC) requirements and he did not intend to repeat this analysis. He expressed a few key points, the desire to create a sense of place, compact pedestrian

development, and high-quality urban design. Mr. Merrell mentioned that Ormond MainStreet reviewed the project and provided an endorsement.

Mr. Luke Kilic, Project Engineer, Zev Cohen and Associates, 300 Interchange Boulevard, reviewed the project architecture and displayed a fly-around of the proposed building. He stated that the building is broken into a north and south wing. There is a service corridor link between the wings. Mr. Kilic detailed the amenities, including a pool, deck, amenities area, and dog walk. He stated that parking is on the ground floor and the project includes exfiltration chambers for underground stormwater. Mr. Kilic detailed the building including balconies and oversized wings. The elevators would open straight into individual residential units. Mr. Kilic reviewed the front hardscape areas, signage, and heavy landscaping. He stated that the project would generate 68 daily trips.

Mr. Merrell stated that the project is luxury condominiums and is designed to be an iconic structure, and added that the project would provide a large increment of taxes to the Community Redevelopment Area (CRA).

Board Discussion and Questions

Chairman Thomas opened it up to the Board for any questions.

Mr. Railsback asked what the intent was from a leasing perspective and short-term rental. Mr. Merrell stated that they would be allowed to do whatever the Land Development Code (LDC) allowed. Ms. Shull inquired if condominiums set their own rental allowances. Mr. Merrell answered that they can. Mr. Railsback added that the condominium cannot be less restrictive than the municipality and/or state allows. Mr. Merrell responded that these are going to be very expensive units and are not expected to be rentals.

Ms. Shull asked where the air conditioning units would be. Mr. Kilic responded that they will be on the ground floor under the building and are not rooftop units.

Ms. Shull stated that when she first reviewed the packet, the building architecture looked like all of the 1970 condominiums on the beach. She stated that the fly around provided a great perspective and the building is cool looking.

Mr. Galloway remarked on the age of the FPL structure.

Audience Comments/Input

Ms. Pamela Gatfield, 127 Putting Green, read a letter she wrote to the mayor:

“I moved here in 2019 for the beautiful home town feel of Ormond. From the beautiful street lanterns and the Casements, to the palm trees and parks surrounding the best bridge in Volusia County. Why would you ruin it by planting a six-story condo building on our main street? A six-story building crammed into that tiny lot will change the entire aesthetics of this beautiful beach town. We do not need 24 units, roughly 50 people to save our shops. I ride my bike into town daily. I shop, go to sunrise service at the beach, all on my bike. The reason the builder says it is such a challenge is because a six-story building on .76 acres is ridiculous. May I suggest another restaurant with outdoor seating? Something beautiful and unique with

partial ocean view and parking in the back? Maybe something we can brag about?”

Ms. Gatfield stated that was the letter she sent to the mayor. She commented that her other concerns are the aesthetics. Ms. Gatfield remarked that it is a beautiful building and video, but you do not see the rest of the town that is already there. Ms. Gatfield stated that it looks like Daytona and not like Ormond. She stated that one of the things she loves about Ormond are the houses north of Granada Boulevard on Ocean Shore Boulevard, with no big high-rises. Ms. Gatfield expressed concern about the traffic and the lack of parking. She stated that urban is a term that is thrown around a lot in the CRA documentation. Ms. Gatfield stated urban has a definition of dense with compactness and lots of buildings. She questioned if the desire is to have the small-town beach vibe or an urban vibe. Ms. Gatfield referenced other places that she has lived and stated that this project does not line up for a small-town beach vibe on Main Street. She expressed that when she thinks of walkability, and where people want to go out to eat or shop, she thinks of New Smyrna Beach or Flagler. Ms. Gatfield concluded that she and her friends love the quietness of Ormond, but go elsewhere or by where the Grind is because it has cool restaurants.

Mr. Merrell stated he appreciated the comments and reminded the Board that a lot of thought went into the guiding documents for this area. The question of beach town or urban was raised, and Mr. Merrell stated that they wanted to be both. Mr. Merrell stated this is the definition of infill and concluded that it is a pioneering development with the property owner taking a large risk.

Ms. Rosa Morey, 158 Tomoka Avenue, stated that she has lived in Ormond and went to school in the area and moved to Miami, attended the University of Miami, and purchased a home in the Village of Palmetto Bay. She commented that she witnessed this same scenario in Miami. Ms. Morey added that they fought against this type of development and explained that they started with four (4)-stories and now they are at twelve (12)-stories. Ms. Morey remarked that she is here because it is like she is re-living something all over again. She stated that she came back to Ormond, opened a business, working with the community, and loves what she does. Ms. Morey expressed that she loved the idea of what they are doing and stated that the city needs to grow. She stated that the project needs to conform to what the city already has and commented that we have a beautiful community and hates that the Ormond Hotel was lost. She expressed that she believes that the project needs to be downsized and thinks that it will look like a sore thumb. Ms. Morey stated that the project needs to be looked at from another angle, and remarked that the new development should not be rushed into, and that the residents should be listened to. Ms. Morey thanked the Planning Board members for their efforts and time invested into the community.

Ms. Gatfield added that she placed the photos of the project and her letter on the Nextdoor app and she got over 3,000 responses. She stated that 95% of the responses were not favorable and encouraged individuals to come to the meeting. Ms. Gatfield commented that respondents felt like nothing was going to happen if they attended the meeting.

Board Discussion and Questions

Mr. Railsback stated that he supports infill and responsible development. He added that from a zoning perspective there are two minor triggers, unit count and building length. Mr. Railsback remarked that he believes that the building height is conforming and is less than the Ormond Heritage. Mr. Railsback indicated that he would support the project.

Mr. Galloway recalled the development history of Ormond Beach and when the Granada Plaza did not exist. It is understood that people hate change, but we are in the next renaissance of Florida. Florida is growing. Mr. Galloway stated he would rather have controlled growth and local developers that build their project. He stated that the developer is taking a risk. Mr. Galloway pointed out that as far as a restaurant, that the property has failed three times as a restaurant. Mr. Galloway stated he would be supporting the project and remarked that housing is needed.

Mr. Jorczak stated that he attended the neighborhood meeting. He recalled that the form based code has been worked on for a number of years and that the aesthetics are appropriate. Mr. Jorczak added that he believes that this is a first-class, high-quality development that will be beneficial to the city and the downtown. Mr. Jorczak concluded that he supports this project and its infill development.

Mr. du Moulin recalled his experiences living in two condominiums which were not positive. He stated that he attended the neighborhood meeting and thought that this was a well thought out project. Mr. du Moulin indicated that he would support the project. He stated that it is inevitable that something will occupy this spot.

Ms. Shull stated that she likes the project and how it has the Ormond Heritage on one end, which are also condos. She commented the project is redeveloping a blighted piece of property. She added that she appreciates that the air conditioners were not roof-mounted. Ms. Shull indicated that she would be supporting the project.

Chairman Thomas stated that in his work he visits a lot of condominiums and that this would be the first project where the elevators open into the individual units. He remarked that he believes that this would be a first-class condominium. Chairman Thomas agreed that there is a need for infill condominiums. He recalled that the site has been a seafood restaurant, then a barbeque restaurant. He agreed with Mr. Galloway that there were concerns if a restaurant would be viable at this location. Chairman Thomas concluded that he thought the project would be a great addition to the city.

ZMA 2022-098(A)

Chairman Thomas opened it up to the Board for a motion.

Mr. Galloway motioned to approve ZMA 2022-098(A) 121 East Granada Boulevard, Planned Business Development. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

DO 2022-098(B)

Chairman Thomas opened it up to the Board for a motion.

Ms. Shull motioned to approve DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

F. SE 2023-045, Mister Car Wash, 49 South Yonge Street, Special Exception

Mr. Spraker, Planning Director, explained this is a request for a Special Exception to allow the addition of vacuum stalls, remove an access point, and install site landscaping at 49 South Yonge Street operating as Mister Car Wash. Mr. Spraker showed a picture from 2019 that showed a canopy with vacuums and hand detailing of vehicles. He also showed a current picture that the canopy and hand detailing service no longer exists.

Mr. Spraker reviewed the Special Exception request that includes removing an access point to U.S. Highway 1, adding of vacuum cleaning stations, and addition of landscaping to screen the vacuum cleaning stations. He displayed renderings of the landscaping and the vacuum cleaning stations. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) recommended approval of the Special Exception application.

Board Discussion and Questions

Mr. Jorczak asked about the height of the proposed plantings and if they would screen the cars. Mr. Spraker replied that the goal is to screen the vacuum equipment and cars. He continued that the city Landscape Architect has specified the planting material and height to provide the screening.

Ms. Shull inquired if a knee-wall was proposed if it will only be landscaped. Mr. Spraker responded that the proposal is just for the landscaping and if the Planning Board believes a wall is needed, that it could be added.

Mr. Railsback asked what required the need for the Special Exception. Mr. Spraker confirmed that the vacuums are within the front yard requiring the Special Exception. Mr. Spraker added the proposed level of intensity is greatly reduced compared with the Sparkle-N-Shine use. Mr. Spraker stated that the height of the landscape material is specified on the landscape plan.

Mr. Railsback asked for confirmation that individuals are not parking any closer to U.S. Highway 1 than today. Mr. Spraker confirmed that the project is not seeking any parking location exceptions and the design would remove an access point and make the property safer.

Mr. Galloway inquired about the lot behind 49 South Yonge Street is a city lot. Mr. Spraker answered that their parking lot was a shared lot with the car wash owning a portion (203 Tomoka Avenue) and the city owning a portion of the parking lot area (179 Tomoka Avenue). Mr. Galloway asked for the intent of the portion of the lot at 203 Tomoka Avenue for the vacuum areas. Mr. Spraker replied that his understanding was that they are to be left as they exist today and that the applicant may be able to provide additional information. Mr. Jeff Burr, Mister Car Wash, explained that the rear vacuums are free vacuums to individuals. Mr. Burr added that they anticipate a lot less traffic on the rear lot once the proposed improvements are

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.G
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-40	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Halifax Paving, 860 Hull Road & 1399 Hull Trail, Comprehensive Plan Amendment			
Budget Impact:	There is no budget impact as the result of the Comprehensive Plan Land Use Map amendment.			
Summary:	This is an administrative request for a Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use.			
Recommended Action:	It is recommended that the City Commission approve the Comprehensive Plan Future Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation with a Future Land Use Map annotation limiting the Floor Area Ratio to 0.60. If approved on first reading, the amendment would be transmitted to the appropriate state agencies, the Volusia County Growth Management Commission, and abutting jurisdictions. The tentative adoption City Commission hearing (second reading) date is September 20, 2023 and is based on outside agencies' review. The Planning Board recommended approval of the Comprehensive Plan Land Use Map amendment by a 6-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 6/15/2023 				

Claire Whitley, Assistant City
Manager

6/15/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, written in a cursive style.

Joyce Shanahan, City Manager

6/19/2023

A handwritten signature in blue ink, clearly legible as 'Joyce Shanahan', written in a cursive style.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Halifax Paving, 860 Hull Road & 1399 Hull Trail, Comprehensive Plan Amendment

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative request for a Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use.

Background

On May 16, 2023, the Ormond Beach City Commission approved Ordinance 2023-24 that annexed two parcels, 860 Hull Road (Volusia County Parcel Number: 4238-01-14-0020) and 1399 Hull Trail (Volusia County Parcel Number: 4238-01-16-0010) totaling approximately 52 acres. The property is owned by Durrance Properties, LLC and Halifax Paving operates from the site. Halifax Paving is a paving and site contractor that performs work on a wide range of projects including roadways, paving highways, site work for commercial properties and infrastructure improvements for subdivisions. Annexation was requested by Durrance Properties, LLC and there is an 8,840 square foot office building under site plan review. As part of the annexation of properties, Ormond Beach must assign the most comparable city land use and zoning designations to what exists in unincorporated Volusia County.

Discussion

The purpose of the Comprehensive Plan Future Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, is to assign a city land use designation based upon annexation. The map amendment seeks to go from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area

Ratio to 0.60, the same as the Volusia County land use.

The Comprehensive Plan amendment has been reviewed based upon Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan. It is staff's determination that the proposed land use and annotation is consistent with the city's Comprehensive Plan, state requirements, is an appropriate use of land, and generates the same infrastructure impacts as permitted in Volusia County.

PLANNING BOARD

The Planning Board reviewed the Comprehensive Plan Land Use Map amendment at the June 8, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are included as part of this agenda item.

Budget Impact

There is no budget impact as the result of the Comprehensive Plan Land Use Map amendment.

Citizen Impact

The Comprehensive Plan Land Use Map amendment is required based on annexation. No changes in the operation of the subject property at Halifax Paving are proposed. The Comprehensive Plan Land Use Map amendment is not anticipated to have a negative citizen impact.

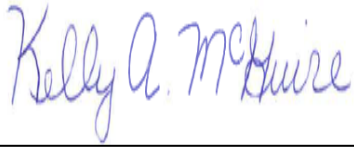
Recommendation

It is recommended that the City Commission approve the Comprehensive Plan Future Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation with a Future Land Use Map annotation limiting the Floor Area Ratio to 0.60. If approved on first reading, the amendment would be transmitted to the appropriate state agencies, the Volusia County Growth Management Commission, and abutting jurisdictions. The tentative adoption City Commission hearing (second reading) date is September 20, 2023 and is based on outside agencies' review. The Planning Board recommended approval of the Comprehensive Plan Land Use Map amendment by a 6-0 vote.

Attachments:

1. 23-40 Halifax Paving FLUMA (P23-0113G)
2. Exhibit A, legal description, Halifax Paving, V2
3. Exhibit B, land use map
4. CPFLUMA, Halifax Paving, PB Staff Report
5. 06.08.2023, DRAFT PB Minutes - Halifax Paving LUMA

Approvals:



Kelly McGuire, Finance Director

Date: June 15, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-40

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF TWO PARCELS OF REAL PROPERTY TOTALING 52± ACRES LOCATED AT 860 HULL ROAD AND 1399 HULL TRAIL FROM VOLUSIA COUNTY “INDUSTRIAL” TO ORMOND BEACH “HEAVY INDUSTRIAL”; INCLUDING A MAP ANNOTATION TO LIMIT THE FLOOR AREA RATIO TO 0.60; AUTHORIZING TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, On May 16, 2023 the City Commission adopted Ordinance 2023-24, annexing approximately 52± acres located at 860 Hull Road (Volusia County parcel number: 4238-01-14-0020) and 1399 Hull Trail (Volusia County parcel number: 4238-01-16-0010) (the “Property”) which is legally described and depicted in Exhibit “A” attached hereto and incorporated herein, and

WHEREAS, based on annexation, the city’s planning staff has requested an administrative amendment to the city’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for the Property described and depicted in Exhibit “A”, from Volusia County “Industrial” to Ormond Beach “Heavy Industrial”, for approximately 52 acres, as depicted in Exhibit “B” attached hereto and incorporated herein (the “Amendment”), and

WHEREAS, the city’s planning staff have included a map annotation within the Amendment depicted in Exhibit “B” to limit the Floor Area Ratio to 0.60 to match the Volusia County land use designation of “Industrial”, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in compliance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, Section 163.3184(3), *Florida Statutes*, provides the process for amending a comprehensive plan, and

WHEREAS, the requested *Comprehensive Plan* amendment involves a use of more than fifty (50) acres, and

WHEREAS, the requested *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for large scale development activity, and

WHEREAS, the requested *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the local planning agency, being the Planning Board, duly held a public hearing, with due public notice, on the requested *Comprehensive Plan* amendment, and has recommended approval thereof, and

WHEREAS, the City Commission has duly conducted a public hearing authorizing transmittal of the requested *Comprehensive Plan* amendment, as described in §163.3184(3)(b)(1), and (4)(b), *Florida Statutes*, and

WHEREAS, the City Commission has duly conducted a public hearing adopting the requested *Comprehensive Plan* amendment, as described in §163.3184(3)(c)(1), and (4)(e)(1), *Florida Statutes*, and

WHEREAS, the City has complied with the provisions of §163.3184(11), *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the requested *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, a Volusia Growth Management Commission certification letter is required prior to the adoption of this Ordinance, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The Future Land Use designation of certain real property totaling approximately 52± acres described and depicted in Exhibit "A" attached hereto, and as shown on the Future Land Use Map incorporated into the Future Land Use Element of the City of Ormond Beach *Comprehensive Plan*, as depicted in Exhibit "B" attached hereto, is hereby changed from Volusia County “Industrial” to Ormond Beach "Heavy Industrial”.

SECTION THREE. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as

well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit the appropriate number of copies of the notice and amendment within ten (10) business days after the first reading of this Ordinance to the appropriate agencies and to any other unit of local government who has filed a written request for a copy in accordance with the provisions of Section 163.3184, *Florida Statutes* and Volusia Growth Management Commission rules per Section 202.3 of the Charter of Volusia County.

SECTION FIVE. Pursuant to §163.3184(3) and (5), *Florida Statutes*, the second reading of this *Comprehensive Plan* amendment shall not exceed 180 days after the receipt of the Department of Economic Opportunity comments.

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision thereof.

SECTION EIGHT. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City of Ormond Beach that the plan amendment package is complete. If timely challenged, this

amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administrative Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this ____ day of _____, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Legal Description
from J.J. Matejka & Associates, Inc. Survey
field date September 22, 2022**

PARCEL 3: A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH $14^{\circ} 28' 17''$ WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ACROSS SAID HARMONY AVENUE, 80.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE AND THE POINT OF BEGINNING; THENCE NORTH $75^{\circ} 43' 06''$ WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1500.12 FEET TO A POINT IN THE WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST ALONG SAID LINE, 299.96 FEET TO A POINT IN THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5979, PAGES 1995 THROUGH 1997, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $75^{\circ} 43' 19''$ EAST ALONG SAID LINE, 1500.15 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF AFORESAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 299.87 FEET TO THE POINT OF BEGINNING. CONTAINING 10.33 ACRES MORE OR LESS.

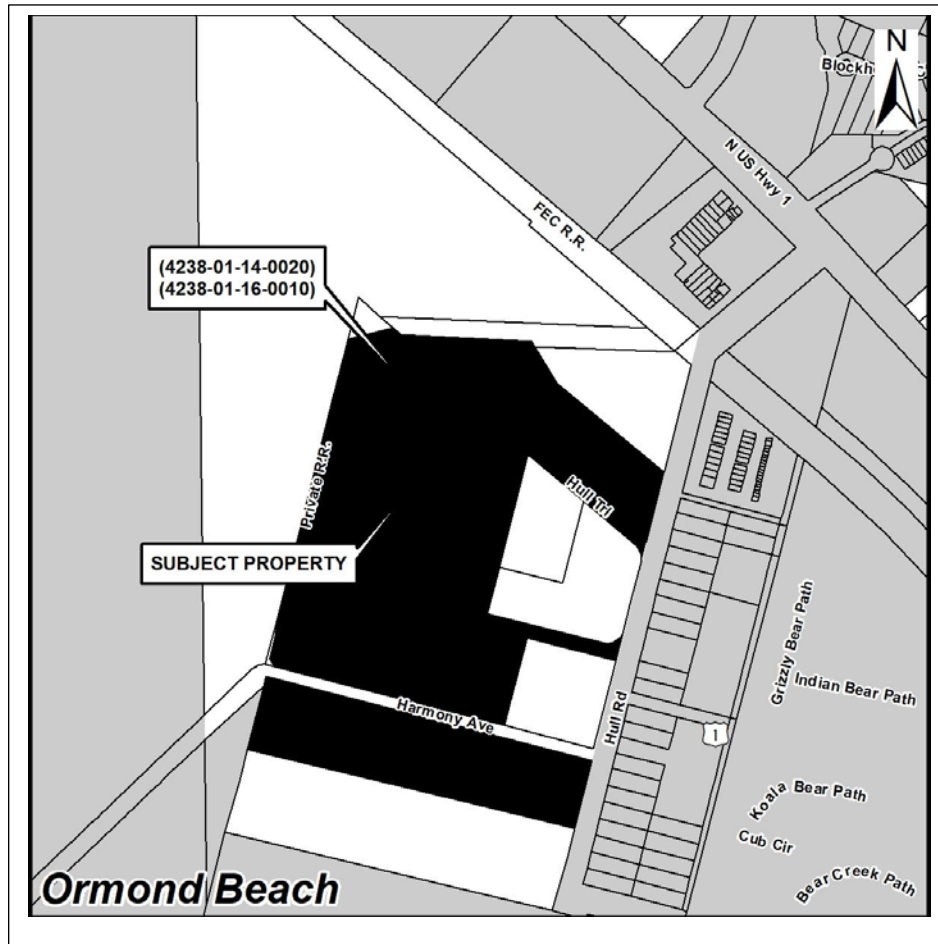
PARCEL 4: A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH $75^{\circ} 31' 40''$ WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGES 1679 THROUGH 1680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 400.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG THE WESTERLY LINE OF SAID PROPERTY, 399.91 FEET THE NORTHWEST CORNER THEREOF; THENCE $75^{\circ} 32' 03''$ EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 400.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 119.99 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, SAID POINT BEING IN THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4394, PAGES 738 THROUGH 740, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE PERIMETER OF SAID PROPERTY AND/OR THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PAGES 3435 THROUGH 3437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ} 01' 23''$, FOR AN ARC DISTANCE OF 94.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $59^{\circ} 28' 59''$ WEST, 84.87 FEET TO A POINT OF TANGENCY; THENCE NORTH $75^{\circ} 30' 20''$ WEST, 557.04 FEET; THENCE NORTH $14^{\circ} 28' 25''$ EAST, 715.21 FEET TO A POINT IN THE SOUTHERLY LINE OF HULL TRAIL, A 60 FOOT ACCESS AND UTILITY EASEMENT AS NOW LAID OUT; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 646.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $64^{\circ} 24' 00''$, FOR AN ARC LENGTH OF 67.44 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, AFORESAID; THENCE DEPARTING SAID PERIMETER AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF HULL ROAD, NORTH $14^{\circ} 28' 17''$ EAST, 104.32 FEET THE NORTHEAST CORNER OF SAID PARCEL "C"; THENCE NORTH $49^{\circ} 55' 43''$ WEST ALONG THE NORTHERLY LINE OF SAID PARCEL "C", 1458.51 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 2 WITHIN THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $74^{\circ} 55' 51''$ WEST ALONG THE SOUTHERLY LINE OF SAID PROPERTY 212.18 FEET TO A POINT IN WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST

ALONG SAID WESTERLY LINE, 1281.59 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 1 WITHIN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY PERIMETER OF SAID PROPERTY; THENCE SOUTH $10^{\circ} 16' 39''$ EAST, 16.00 FEET; THENCE SOUTH $07^{\circ} 43' 42''$ WEST, 52.58 FEET; THENCE SOUTH $13^{\circ} 33' 35''$ WEST, 101.07 FEET; THENCE SOUTH $32^{\circ} 13' 43''$ EAST, 39.72 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE; THENCE SOUTH $75^{\circ} 47' 16''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1056.70 FEET TO THE POINT OF BEGINNING. CONTAINING 32.86 ACRES MORE OR LESS. SAID PROPERTY BEING SUBJECT TO A 60 FOOT ACCESS AND UTILITY EASEMENT LYING WITHIN THE NORTHERLY 60 FEET OF SAID PARCEL, NAMED HULL TRAIL, AS NOW LAID OUT.

PARCEL 5:

THAT PORTION OF THE NORTHERLY 28.6 ACRES OF THE WESTERLY 1500 FEET OF THAT PORTION OF THE GEORGE ANDERSON GRANT, BEING SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF THE FLORIDA EAST COAST RAIL ROAD RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE SOUTHEAST CORNER OF SAID NORTHERLY 28.6 ACRES; THENCE NORTH $14^{\circ} 28' 17''$ EAST, ALONG THE EASTERLY LINE OF SAID WESTERLY 1500 FEET AND ALONG THE WESTERLY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT (8-1-22), A DISTANCE OF 352.66 FEET; THENCE NORTH $49^{\circ} 55' 43''$ WEST PARALLEL WITH THE FLORIDA EAST COAST RAILROAD, AFORESAID, 750.58 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED, OF RECORD IN OFFICIAL RECORDS BOOK 6177, PAGES 3655-3657, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH $27^{\circ} 25' 11''$ WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, 85.25 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH $87^{\circ} 11' 51''$ WEST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 579.10 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY, AND TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 28.6 ACRES; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 1442.57 FEET TO THE POINT OF BEGINNING. CONTAINING 8.50 ACRES MORE OR LESS.

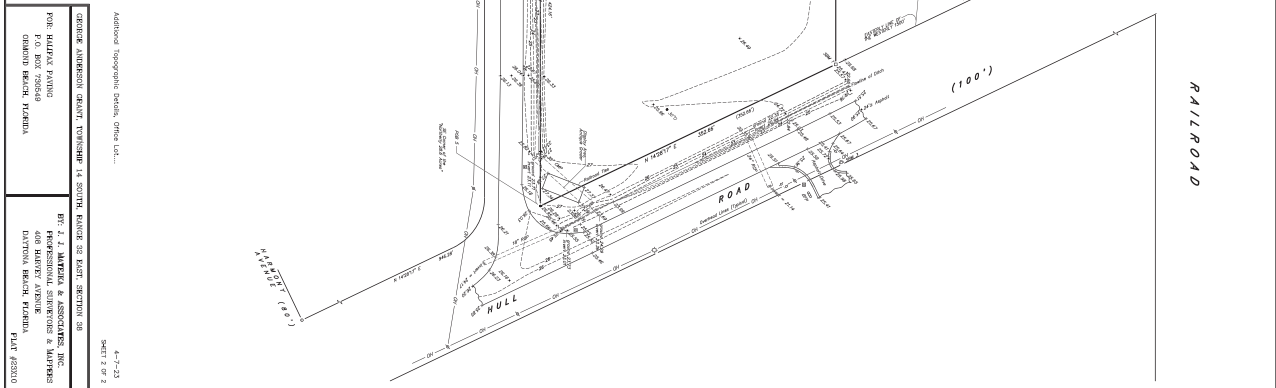
Location map

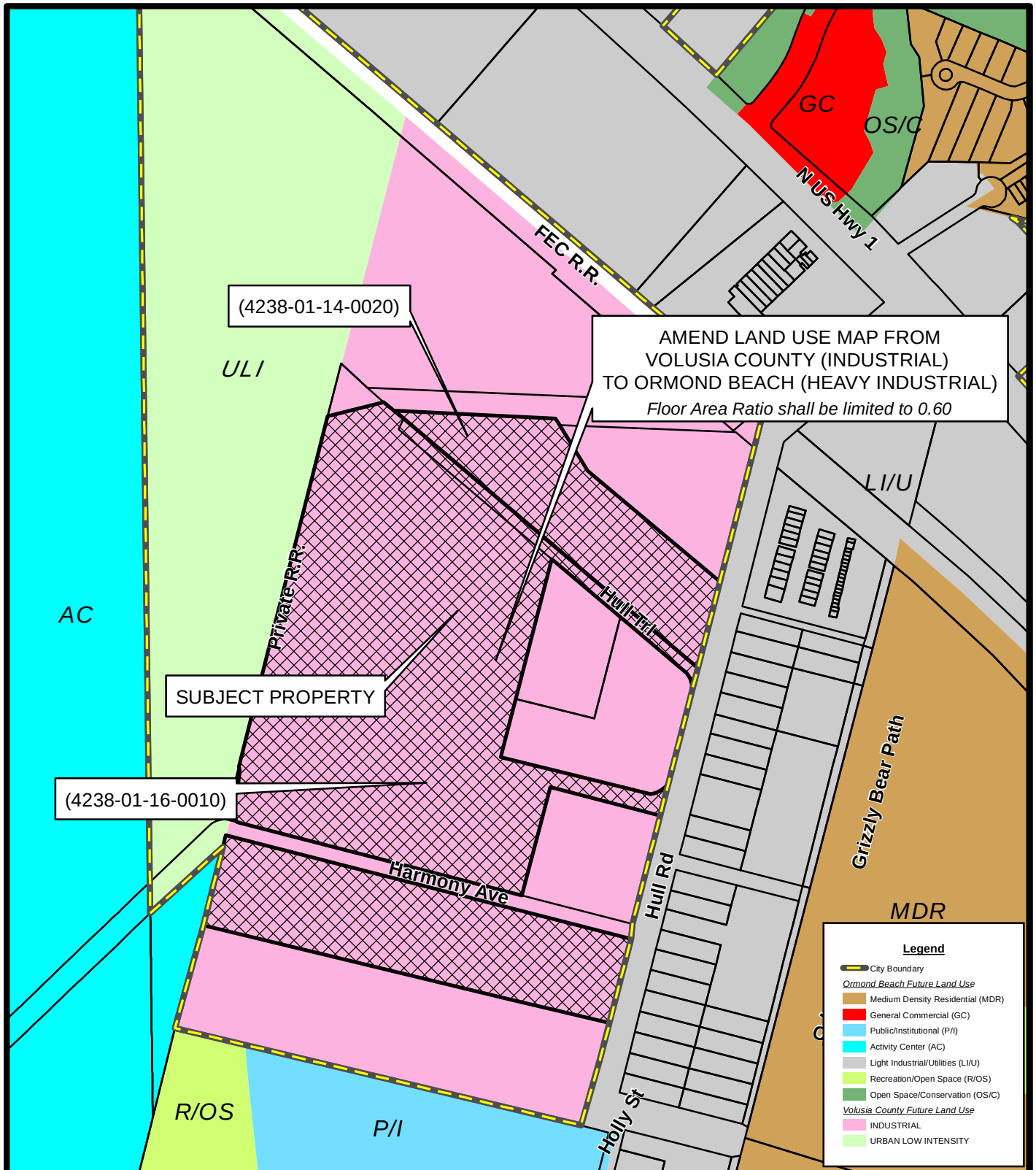


APPLICANT: Durrance Properties, LLC, a Florida Limited Liability Company
OWNER: Durrance Properties, LLC, a Florida Limited Liability Company
ADDRESS: 860 Hull Road and 1399 Hull Trail, Ormond Beach, Florida
PARCEL ID# 4238-01-14-0020 and 4238-01-16-0010

[illegible][illegible][illegible]

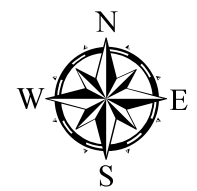
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PROPOSED FUTURE LAND USE MAP
860 HULL ROAD/1399 HULL TRL
(4238-01-14-0020) & (4238-01-16-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 15, 2023



N.T.S.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: 1399 Hull Trail and 860 Hull Road, Halifax Paving,
Comprehensive Plan Land Use Map Amendment

APPLICANT: Administrative, based on annexation

NUMBER: LUPA 2023-055

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an administrative request for a Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County “Industrial” to Ormond Beach “Heavy Industrial” based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 860 Hull Road and 1399 Hull Trail:



SECTION 2, BACKGROUND:

On May 16, 2023, the Ormond Beach City Commission approved Ordinance 2023-24 that annexed two parcels, 860 Hull Road (Volusia County Parcel Number: 4238-01-14-0020) and 1399 Hull Trail (Volusia County Parcel Number: 4238-01-16-0010) totaling approximately 52 acres. The property is owned by Durrance Properties, LLC and Halifax Paving operates from the site. Halifax Paving is a paving and site contractor that performs work on a wide range of projects including roadways, paving highways, site work for commercial properties and infrastructure improvements for subdivisions. Annexation was requested by Durrance Properties, LLC and there is an 8,840 square foot office building under site plan review. As part of annexation of properties, Ormond Beach must assign the most comparable city land use and zoning designations to what exists in unincorporated Volusia County.

Existing Land Use:

The Future Land Use Element of the Volusia County Comprehensive Plan states the following:

Industrial (I) - This designation accommodates the full range of industrial activities. Quarrying activities and ancillary uses may also be approved in areas designated Industrial where compatible with the surrounding area and the environment.

The specific range and intensity of uses appropriate for a particular Industrial area varies as a function of location, availability of public services, adequate access, and compatibility with surrounding uses. The maximum Floor Area Ratio for the Industrial land use designation is sixty percent (0.60 FAR), however through the zoning review process, use of particular sites or areas may be limited to something less than the maximum when consistent with the underlying zoning classification standards and land development regulations. Existing Industrial uses not indicated on the Future Land Use Map may be consistent with the Plan if it complies with Number 16 of the Interpretation Section.

Proposed Land Use:

The City of Ormond Beach Comprehensive Plan provides the directive text for the proposed city land use of “Heavy Industrial” that states the following:

Purpose: To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.

Density: Not permitted.

Maximum FAR: 0.75

In order to maintain the same Floor Area Ratio as existed in Volusia County, a 0.60 Floor Area Ratio is proposed as a Future Land Use Map annotation.

Application process: The proposed land use amendment schedule of the subject property is as follows:

EXHIBIT 2: Tentative land use map amendment schedule:

Action	Date
Planning Board	June 8, 2023
City Commission, 1 st Reading	July 18, 2023
Transmittal to Volusia County Growth Management Commission and state and abutting local jurisdictions	On/Before July 28, 2023
City Commission, 2 nd Reading (tentative)	September 20, 2023

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Planning Board letters	May 22, 2023	300' radius
Newspaper advertisement for Planning Board	May 26, 2023	
Abutter letters for City Commission meetings, 1 st reading	On/before July 3, 2023	300' radius
Newspaper advertisement for City Commission, 1 st reading	On/before July 7, 2023	
Abutter letters for City Commission meetings, 2 nd reading	On/before September 6, 2023	300' radius
Newspaper advertisement for City Commission, 2 nd reading	On/before September 8, 2023	

SECTION 3, ANALYSIS:

The purpose of the Comprehensive Plan Future Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, is to assign a city land use designation based upon annexation. The map amendment seeks to go from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Consistency with the Goals, Objectives, and Policies of this Plan.

Policy 5.1.4. of the Future Land Use Element of the Comprehensive Plan requires annexation where a utility connection is proposed. This policy led to the voluntary annexation of the Halifax Paving property. Policy 5.1.1. of the Future Land Use Element of the Comprehensive Plan states:

“Properties that are annexed into the City of Ormond Beach shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.”

This land use amendment seeks to provide the same city land use designation and Floor Area Ratio as existed in unincorporated Volusia County. Policy 1.4.2. of the Future Land Use Element of the Comprehensive Plan states:

“Heavy industrial uses shall be located to minimize impacts to adjoining properties, especially residential uses. It is anticipated that some heavy industrial uses will be annexed into the City as they require connection to City utilities. In general, the heavy industrial land use category should be used sparingly and where no adverse impacts can be demonstrated.”

Staff’s conclusion is the amendment is consistent with the Goals, Objectives, and Policies of the city’s Comprehensive Plan and is required based upon annexation.

2. Consistency with state requirements, including 9J-5 and Florida Statutes requirements.

Florida Statutes establishes the process for the adoption of Comprehensive Plan or plan amendments. Florida Statutes establishes a threshold for small scale land use map amendments of 50 acres or less and the expedited state review process for land use map amendments over 50 acres. The processing requirements include the City providing the amendments to states agencies after the first City Commission reading for review. Prior to adoption at second reading, any state agency comments would need to be addressed. After adoption at second reading, the amendment is transmitted to the Department of Economic Development. In Volusia County, the land use map amendment is also sent to the Volusia County Growth Management Commission and abutting jurisdictions for their review and comment.

Staff’s conclusion is that the amendment is consistent with state requirements. All requirements for the transmittal and adoption process shall be complied with.

3: Whether the land use is an appropriate use of the land.

The Halifax Paving use has been existing for many years and is an appropriate industrial use for the area where it is located. There are no changes proposed to the existing use and the land use map amendment is based upon annexation based on a utility connection. Staff’s conclusion is that the use is not changing and the land use map amendment is an appropriate use of land. The adjacent land use designations and zoning classifications are shown in Exhibit 4.

EXHIBIT 4: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Existing Future Land Use Designation	Existing Zoning Classifications
North	Vacant (FEC Railroad parcel)	Volusia County ULI, Urban Low Intensity	I-2, Heavy Industrial
South	Industrial, across Hull Road	Ormond Beach "Light Industrial/Utilities"	I-1, Light Industrial
West	Vacant	Volusia County "Industrial"	I-2, Heavy Industrial
East	Industrial, across Railroad	Ormond Beach "Light Industrial/Utilities"	I-1, Light Industrial

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. The impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. The analysis is based on 52 acres with the existing land use of Volusia County "Industrial" and a proposed Ormond Beach "Heavy Industrial" land use designation with a map annotation limiting the Floor Area Ratio to 0.60. Neither the existing or proposed land use allows residential units.

EXHIBIT 5: Impact analysis:

Property acreage = 52 acres		
Allowed entitlements	Existing VC Industrial land use	Proposed OB Heavy Industrial land use
Maximum density (residential) units per acre	0	0
Maximum density (residential)	0	0
Maximum floor area ratio*	0.60	0.60
Maximum building square footage (SF)	1,359,072 SF	1,359,072 SF

*Based upon map annotation under the Heavy Industrial land use

Based on maintaining the same Floor Area Ratio of 0.60 as Volusia County, there is no change in the maximum building square footage. Neither the existing or proposed land use allows residential uses. It is important to note that the building square footage are theoretical maximums and the use has significantly lower building square footages.

EXHIBIT 6: Water and Sewer impact analysis:

Existing (maximum theoretical usage)		
Land Use	Water (gallons per day)	Sewer (gallons per day)
Volusia County "Industrial"	203,861	173,282
Proposed (maximum theoretical usage)		
Land Use	Water (gallons per day)	Sewer (gallons per day)
Ormond Beach "Heavy Industrial"	203,861	173,282
Increase or (decrease):	0	0

Notes:

- Commercial/Industrial water = (square feet/100) X 15 gallons of water per day
- Commercial/Industrial sewer = Water gallons per day X 85%

The existing wastewater treatment plant is currently permitted for a rated capacity of 8 million Gallons per Day (MGD) for wastewater influent flow from the sanitary sewer collection system. The most recent annual period average daily flow to the facility is 4.98 MGD. The most recent annual period average daily treated effluent flow for reuse customers is 3.30 MGD. Approved development projects proposed, 0.58 MGD for wastewater treatment added with current wastewater plant flow is estimated at 5.56 MGD at build out. The plant capacity remaining is 2.44 MGD if all approved projects are built out. The LOS for sanitary sewer continues to be met.

The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 million Gallons per Day (MGD). The existing demand for water use during the most recent annual period is 5.50 MGD. When the proposed projects of 0.55 for the City's service area are added to the existing demand, the total is 6.05 MGD. There is a remaining capacity of 5.95 MGD if all approved projects are built out. The LOS for potable water service continues to be met.

Traffic:

The proposed land use amendment would have zero impact to the average daily trips for the land uses based on the Floor Area Ratio map annotation of 0.60.

EXHIBIT 7: Traffic impact analysis:

Existing (maximum theoretical usage)		
Land Use	ITE land use category	Trip Generation
Volusia County "Industrial"	#110, Light Industrial*	4.87
Total existing land use average daily trips		6,618
Proposed (maximum theoretical usage)		
Land Use	ITE land use category	Trip Generation
Ormond Beach "Heavy Industrial"	#110, Light Industrial*	4.87
Total proposed land use average daily trips		6,618
NET INCREASE OR (REDUCTION)		0

* Institute of Traffic Engineers (ITE) Trip Generation Manual, 11th edition

Stormwater Management: The stormwater management system is required to be reviewed by the Site Plan Review Committee (SPRC) at the time of the site development. The land use map amendment would not impact the property's stormwater management.

Solid Waste: Solid waste provision would be addressed at the time of site development. The land use map amendment would not impact the property's solid waste.

Schools: Neither the existing or proposed land use allows residential uses and there is no impact to school concurrency.

Recreation: Ormond Beach has approximately 602 acres of parkland and facilities and the proposed amendment would have no impact on the city recreation level of service. Based on a city population of 44,671 acres and a required 13 acres of parkland per 1,000 residents, 580.72 acres of parkland is required. The city recently acquired 901 Airport Road which added an additional 18.60 acres of park land. The land use amendment does not propose any residential units and there is no impact to the recreational level of services.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 6-7-minute response time from emergency facilities. There is no impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is not expected to impact surrounding jurisdictions.

SECTION 4, RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Comprehensive Plan Future Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation with a Future Land Use Map annotation limiting the Floor Area Ratio to 0.60. The tentative transmittal date for City Commission review is July 18, 2023. The tentative adoption City Commission hearing date is September 20, 2023 and is based on outside agencies' review.

Attachments:

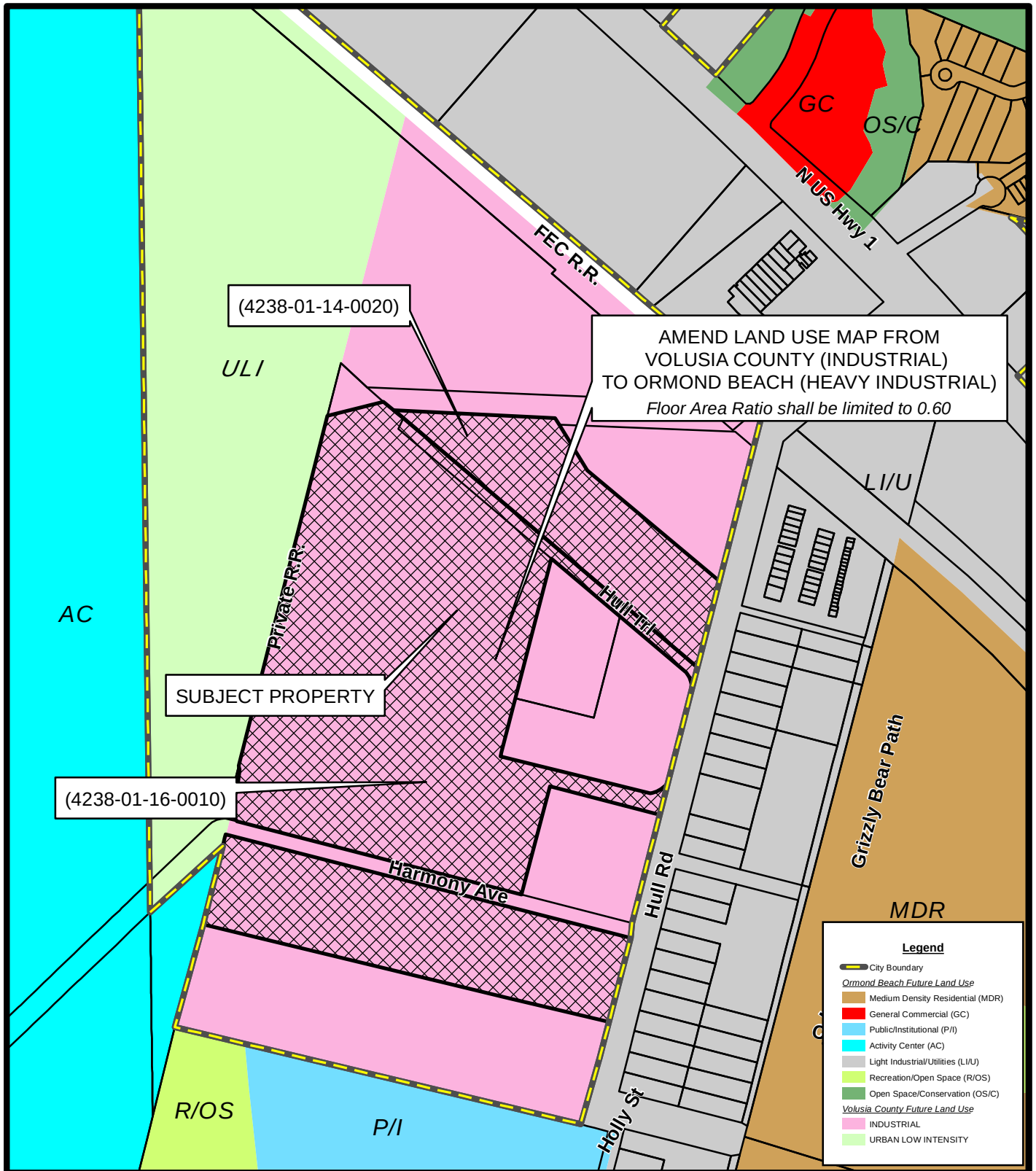
Attachment 1: Proposed land use map

Attachment 2: Sketch and legal description of subject property from annexation

Attachment 3: Zoning, location, aerial maps

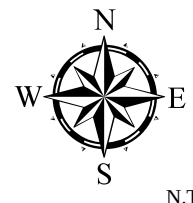
ATTACHMENT 1

Proposed land use map



PROPOSED FUTURE LAND USE MAP
860 HULL ROAD/1399 HULL TRL
(4238-01-14-0020) & (4238-01-16-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - May 15, 2023



N.T.S.

ATTACHMENT 2

Survey and legal
description of subject
property – Exhibit A from
the annexation

**Legal Description
from J.J. Matejka & Associates, Inc. Survey
field date September 15, 2022**

PARCEL 1:

THAT PORTION OF THE NORTHERLY 28.6 ACRES OF THE WESTERLY 1500 FEET OF THAT PORTION OF THE GEORGE ANDERSON GRANT, BEING SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF THE FLORIDA EAST COAST RAIL ROAD RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHERLY 28.6 ACRES; THENCE NORTH $14^{\circ} 28' 17''$ EAST, ALONG THE EASTERLY LINE OF SAID WESTERLY 1500 FEET AND ALONG THE WESTERLY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT (8-1-22), A DISTANCE OF 352.66 FEET; THENCE NORTH $49^{\circ} 55' 43''$ WEST PARALLEL WITH THE FLORIDA EAST COAST RAILROAD, AFORESAID, 270.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $49^{\circ} 55' 43''$ WEST, 480.24 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED, OF RECORD IN OFFICIAL RECORDS BOOK 6177, PAGES 3655-3657, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH $27^{\circ} 25' 11''$ WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, 85.25 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH $87^{\circ} 11' 51''$ WEST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 579.10 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY, AND TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 28.6 ACRES; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 1018.41 FEET; THENCE NORTH $40^{\circ} 19' 51''$ EAST, 318.04 FEET TO THE POINT OF BEGINNING. CONTAINING 5.96 ACRES MORE OR LESS.

PARCEL 2:

THAT PORTION OF THE NORTHERLY 28.6 ACRES OF THE WESTERLY 1500 FEET OF THAT PORTION OF THE GEORGE ANDERSON GRANT, BEING SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, LYING SOUTHERLY OF THE FLORIDA EAST COAST RAIL ROAD RIGHT OF WAY MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN (POINT OF BEGINNING) AT THE SOUTHEAST CORNER OF SAID NORTHERLY 28.6 ACRES; THENCE NORTH $14^{\circ} 28' 17''$ EAST, ALONG THE EASTERLY LINE OF SAID WESTERLY 1500 FEET AND ALONG THE WESTERLY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT (8-1-22), A DISTANCE OF 352.66 FEET; THENCE NORTH $49^{\circ} 55' 43''$ WEST PARALLEL WITH THE FLORIDA EAST COAST RAILROAD, AFORESAID, 270.34 FEET; THENCE SOUTH $40^{\circ} 19' 51''$ WEST, 318.04 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID NORTHERLY 28.6 ACRES; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 424.16 FEET TO THE POINT OF BEGINNING. CONTAINING 2.54 ACRES MORE OR LESS.

EXHIBIT "A"**Page 2 of 7****PARCEL 3:**

A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE SOUTH $14^{\circ} 28' 17''$ WEST ALONG SAID WESTERLY RIGHT OF WAY LINE AND ACROSS SAID HARMONY AVENUE, 80.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE AND THE POINT OF BEGINNING; THENCE NORTH $75^{\circ} 43' 06''$ WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1500.12 FEET TO A POINT IN THE WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST ALONG SAID LINE, 299.96 FEET TO A POINT IN THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5979, PAGES 1995 THROUGH 1997, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $75^{\circ} 43' 19''$ EAST ALONG SAID LINE, 1500.15 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF AFORESAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 299.87 FEET TO THE POINT OF BEGINNING. CONTAINING 10.33 ACRES MORE OR LESS.

PARCEL 4:

A PORTION OF PARCEL "C" OF DEED RECORDED IN DEED BOOK 365, PAGE 146, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING A PART OF THE GEORGE ANDERSON GRANT, SECTION 37, TOWNSHIP 14 SOUTH, RANGE 31 EAST AND SECTION 38, TOWNSHIP 14 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT WITH THE NORTHERLY RIGHT OF WAY LINE OF HARMONY AVENUE, AN 80 FOOT RIGHT OF WAY AS NOW LAID OUT; THENCE NORTH $75^{\circ} 31' 40''$ WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING ALSO THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGES 1679 THROUGH 1680, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 400.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG THE WESTERLY LINE OF SAID PROPERTY, 399.91 FEET THE NORTHWEST CORNER THEREOF; THENCE $75^{\circ} 32' 03''$ EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY, 400.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF SAID HULL ROAD; THENCE NORTH $14^{\circ} 28' 17''$ EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 119.99 FEET TO A POINT OF CUSP OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, SAID POINT BEING IN THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4394, PAGES 738 THROUGH 740, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE PERIMETER OF SAID PROPERTY AND/OR THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4177, PAGES 3435 THROUGH 3437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $90^{\circ} 01' 23''$, FOR AN ARC DISTANCE OF 94.27 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $59^{\circ} 28' 59''$ WEST, 84.87 FEET TO A POINT OF TANGENCY; THENCE NORTH $75^{\circ} 30' 20''$ WEST, 557.04 FEET; THENCE NORTH $14^{\circ} 28' 25''$ EAST, 715.21 FEET TO A POINT IN THE SOUTHERLY LINE

Parcel 4 legal description continued

OF HULL TRAIL, A 60 FOOT ACCESS AND UTILITY EASEMENT AS NOW LAID OUT; THENCE SOUTH $49^{\circ} 55' 43''$ EAST ALONG SAID SOUTHERLY LINE, 646.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $64^{\circ} 24' 00''$, FOR AN ARC LENGTH OF 67.44 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF HULL ROAD, AFORESAID; THENCE DEPARTING SAID PERIMETER AND ALONG SAID WESTERLY RIGHT OF WAY LINE OF HULL ROAD, NORTH $14^{\circ} 28' 17''$ EAST, 104.32 FEET THE NORTHEAST CORNER OF SAID PARCEL "C"; THENCE NORTH $49^{\circ} 55' 43''$ WEST ALONG THE NORTHERLY LINE OF SAID PARCEL "C", 1458. 51 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 2 WITHIN THE SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH $74^{\circ} 55' 51''$ WEST ALONG THE SOUTHERLY LINE OF SAID PROPERTY 212.18 FEET TO A POINT IN WESTERLY LINE OF AFORESAID GEORGE ANDERSON GRANT; THENCE SOUTH $14^{\circ} 28' 41''$ WEST ALONG SAID WESTERLY LINE, 1281.59 FEET TO THE MOST NORTHERLY CORNER OF THAT PROPERTY DESCRIBED AS PARCEL 1 WITHIN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6166, PAGES 3853 THROUGH 3855, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY PERIMETER OF SAID PROPERTY; THENCE SOUTH $10^{\circ} 16' 39''$ EAST, 16.00 FEET; THENCE SOUTH $07^{\circ} 43' 42''$ WEST, 52.58 FEET; THENCE SOUTH $13^{\circ} 33' 35''$ WEST, 101.07 FEET; THENCE SOUTH $32^{\circ} 13' 43''$ EAST, 39.72 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID HARMONY AVENUE; THENCE SOUTH $75^{\circ} 47' 16''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1056.70 FEET TO THE POINT OF BEGINNING. CONTAINING 32.86 ACRES MORE OR LESS. SAID PROPERTY BEING SUBJECT TO A 60 FOOT ACCESS AND UTILITY EASEMENT LYING WITHIN THE NORTHERLY 60 FEET OF SAID PARCEL, NAMED HULL TRAIL, AS NOW LAID OUT.

Location map

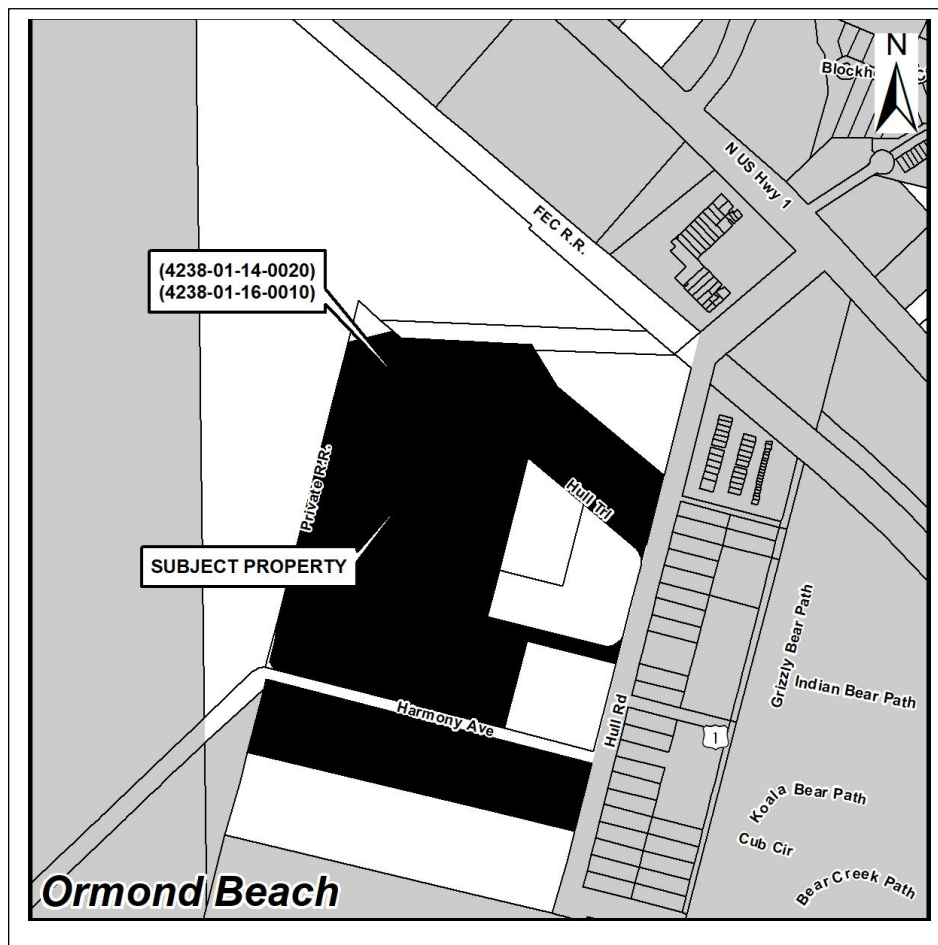
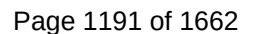
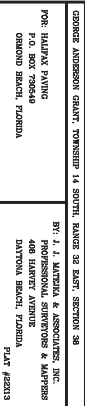


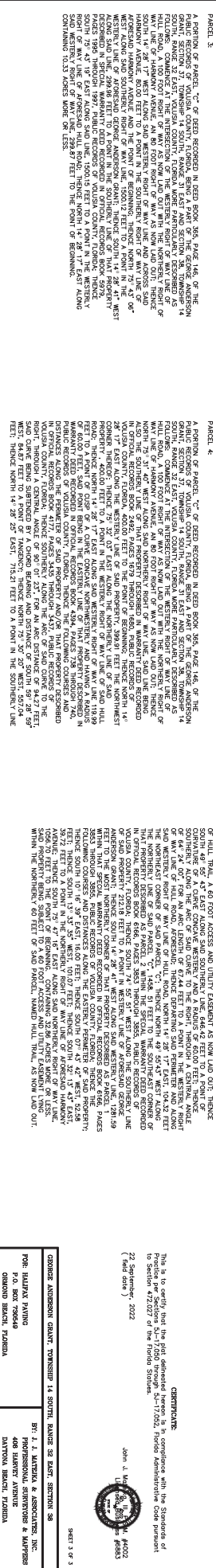
EXHIBIT "A"

Page 4 of 7

APPLICANT: Durrance Properties, LLC, a Florida Limited Liability Company
OWNER: Durrance Properties, LLC, a Florida Limited Liability Company
ADDRESS: 860 Hull Road and 1399 Hull Trail, Ormond Beach, Florida
PARCEL ID# 4238-01-14-0020 and 4238-01-16-0010







23 September 1972
(field date)

John A. M...
L...
... 46083

23 SEP 1972
U.S. AIR FORCE
L...
... 46083

SHEET 3 OF 3

GEORGE ANDERSON GRANT TOWNSHIP 14, SOUTH RANGE 36 EAST, SECTION 36

FOR: HARRY PUNING
P.O. BOX 796949
ORLAND BEACH, FLORIDA

BY: J. J. MATTHEW & ASSOCIATES, INC.
ATTORNEYS AT LAW
408 HAVERTY AVENUE
DAYTONA BEACH, FLORIDA

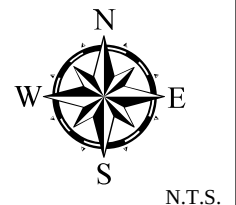
ATTACHMENT 3

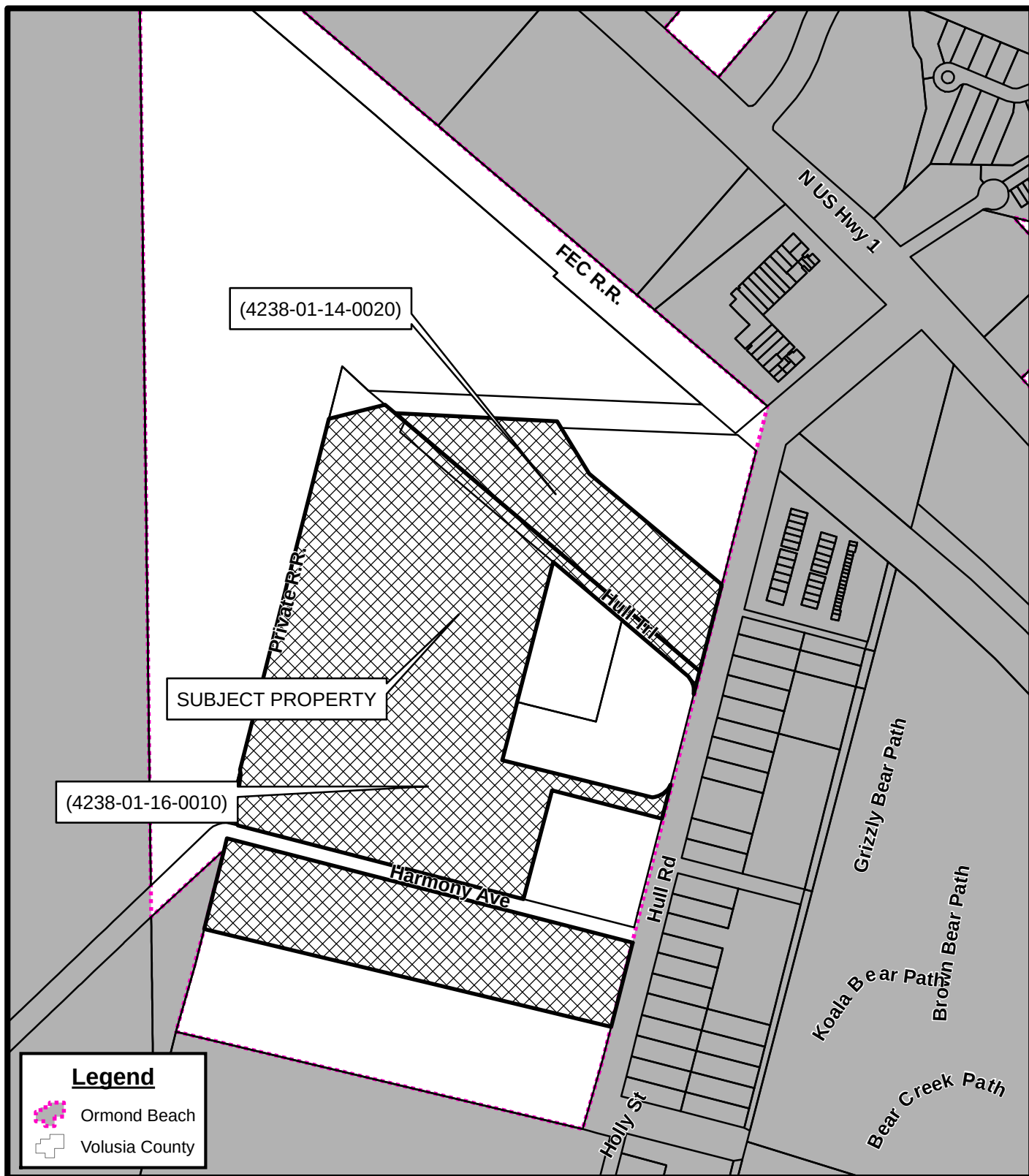
Zoning, location, and aerial
maps



AERIAL MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

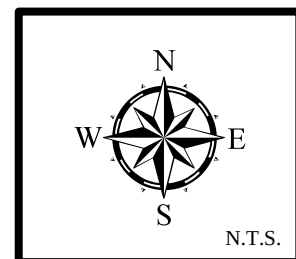
Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023

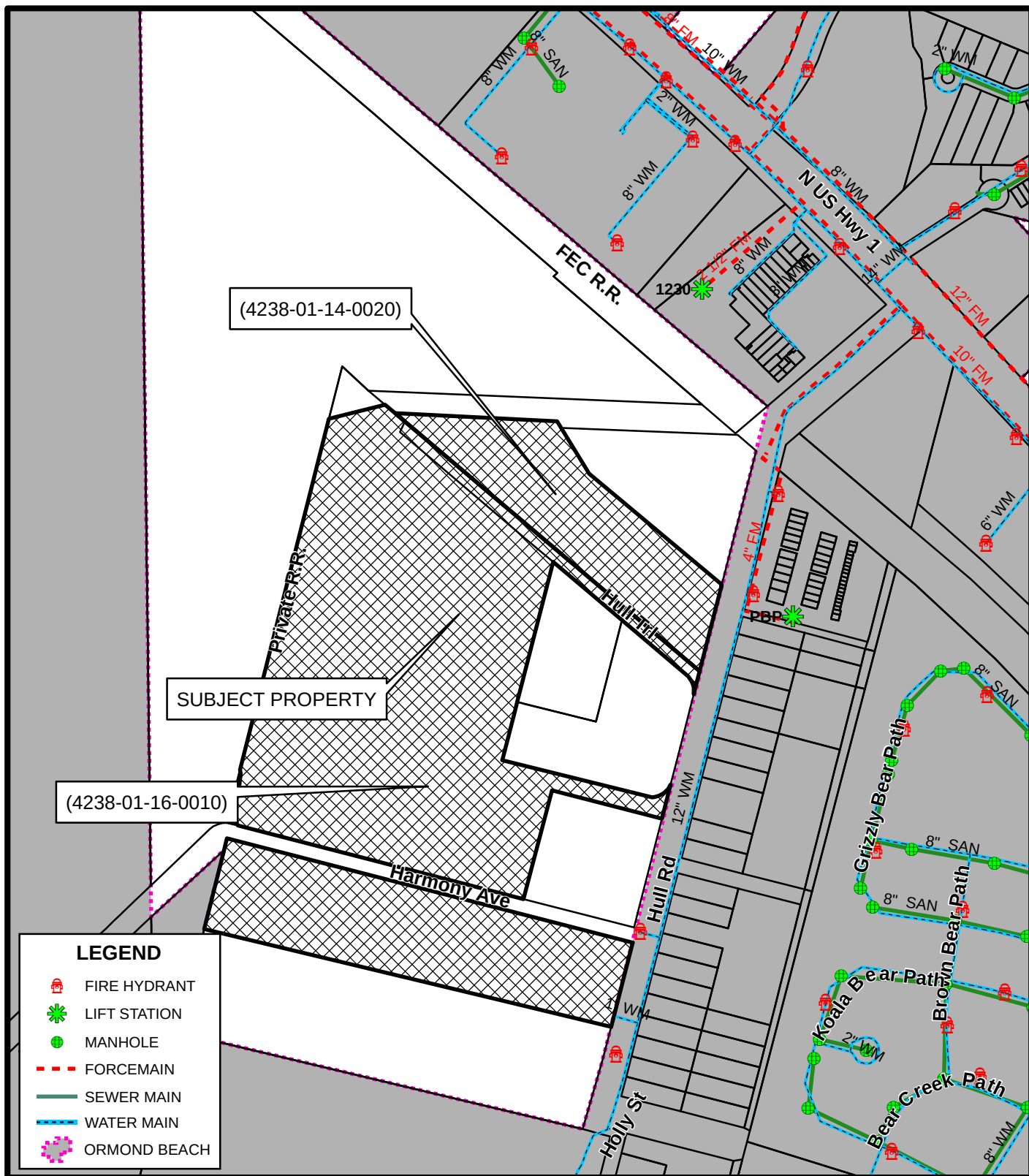




LOCATION MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

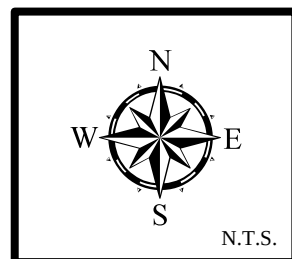
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 G.I.S. Department - March 21, 2023

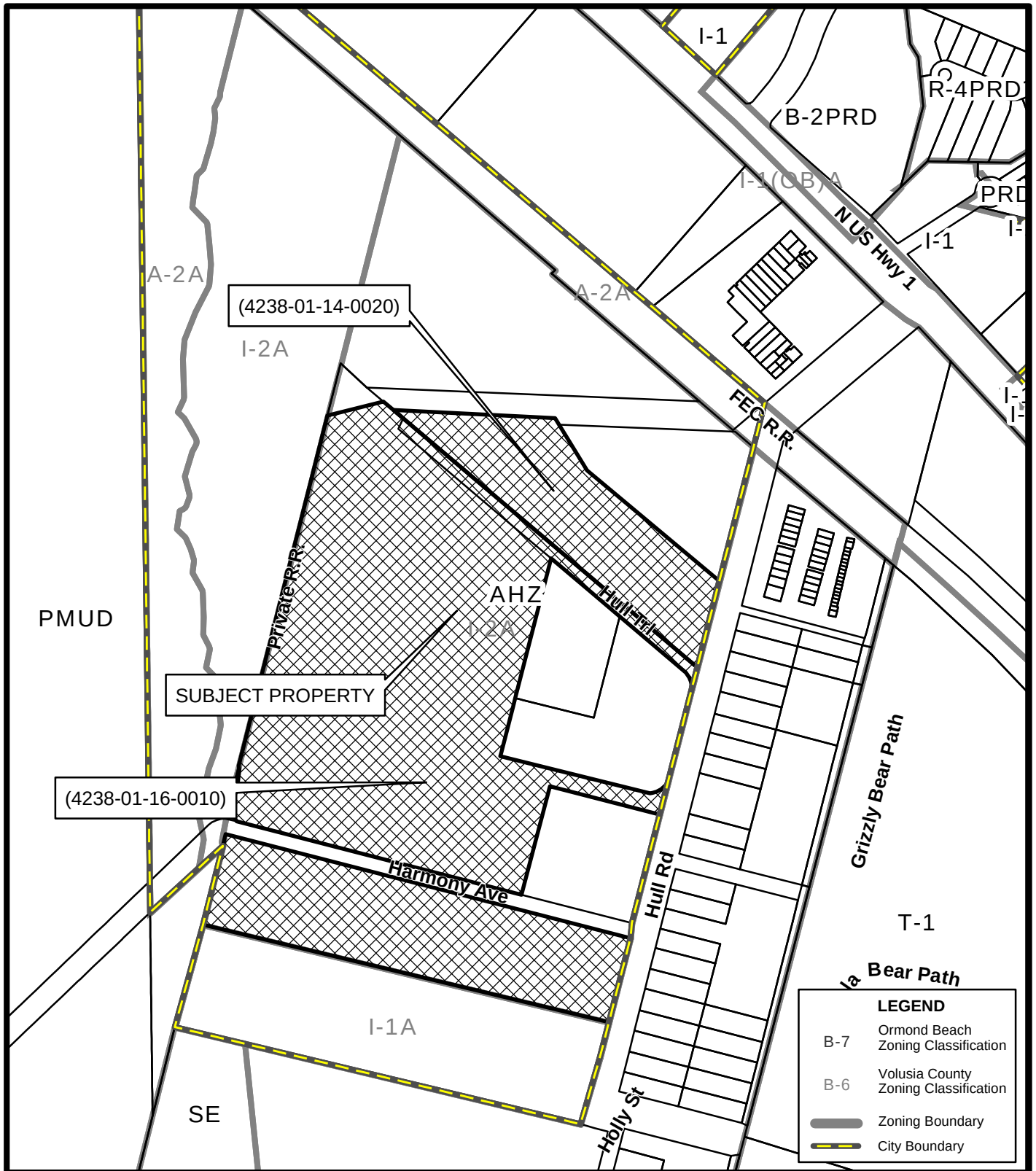




UTILITIES MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

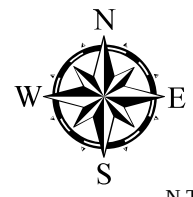
Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023





ZONING MAP
860 HULL ROAD
(4238-01-14-0020) & (4238-01-16-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - March 21, 2023



N.T.S.

DRAFT

**Planning Board minutes
from
June 8, 2023**

ITEM:

FLUM 2023-055

860 Hull Road and 1399 Hull Trail,
Comprehensive Plan Amendment

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve PP 2032-052, Archer's Mill, Phase 3, Preliminary Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

I. FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan Amendment

Mr. Spraker, Planning Director, explained that this is an administrative Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use. Mr. Spraker stated that the amendment was reviewed based on Policy 2.5.2. of the Future Land Use Element and it was determined that the amendment was an appropriate use of land, consistent with the Volusia County land use, and does not have negative infrastructure impact. Mr. Spraker concluded that staff recommends approval of the Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail.

Board Discussion and Questions

Mr. Railsback asked about the type of uses and if anything was included or excluded. Mr. Spraker stated this was the land use item and the next item detailed the allowed uses for the I-2 zoning district.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

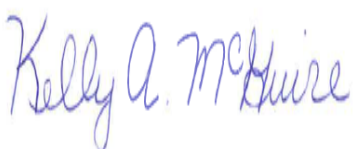
Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

J. LDC 2023-056, Creation of the I-2, Heavy Industrial Zoning District

Mr. Steven Spraker, Planning Director, explained that this is a Land Development Code (LDC) amendment for the creation of the I-2, Heavy Industrial Zoning District, providing use definitions, and creating conditions for conditional and special exception and zoning uses. Mr. Spraker detailed the Land Development Code (LDC) sections proposed for amendments.

Mr. Spraker stated that staff met with representatives of Halifax Paving who provided suggestions for the definition of asphalt batching and cement plants as follows: "Asphalt Batching and Cement Plants means a manufacturing facility where

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.H
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-41	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	LDC Amendment, Creation of the I-2, Heavy Industrial Zoning District			
Budget Impact:	No budget impact as the result of the proposed LDC amendment.			
Summary:	This is a LDC amendment to (1) create the I-2, Heavy Industrial zoning district, (2) update related definitions, and (3) provide conditional use criteria for newly created conditional uses. There are no plans to amend existing land areas within the city to the proposed I-2 zoning district.			
Recommended Action:	It is recommended that the City Commission approve the LDC amendments to create the I-2, Heavy Commercial zoning district with the following amendments: 1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; 2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; 3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; 4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and 5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception. The Planning Board recommended approval by a 6-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director 6/15/2023 				

Claire Whitley, Assistant City
Manager

6/19/2023

A handwritten signature in blue ink, appearing to be 'CW' or similar initials, written in a cursive style.

Joyce Shanahan, City Manager

6/19/2023

A handwritten signature in blue ink, clearly legible as 'Joyce Shanahan', written in a cursive style.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: LDC Amendment, Creation of the I-2, Heavy Industrial Zoning District
Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative request for the creation of the I-2, Heavy Industrial, zoning district, providing use definitions, and creating conditions for conditional and special exception uses. The creation of the I-2, Heavy Industrial, zoning district proposes the following Land Development Code (LDC) amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Background

With the 2010 Comprehensive Plan Evaluation and Appraisal Report, there was a recognition that Ormond Beach would eventually need to create a Heavy Industrial land use and zoning. The Future Land Use of the Comprehensive Plan was amended to include the directive text for the Heavy Industrial land use category:

Purpose: To depict those areas of the City that are now developed, or appropriate to be

developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.

Density: Not permitted.
Maximum FAR: 0.75

The LDC created an I-2 zoning district as a reserved section with no text included.

With the annexation of the Halifax Paving site at 860 Hull Road and 1399 Hull Trail, it is necessary to create the I-2 zoning district. The zoning district would contain uses that exceed the uses allowed in the I-1 zoning district including asphalt batching and cement plants, bulk oil storage, recycling centers, or outdoor storage. The intent of the I-2 zoning district is to limit the land areas this zoning would be applied to. Exhibit 1 shows the areas where the I-2 zoning district would be utilized.

Discussion

The creation of the I-2 zoning district has been planned for a number of years with the addition of the “Heavy Industrial” land use within the Comprehensive Plan and the reserved sections of the I-2 zoning district within the LDC. The need to create the zoning district has arisen with the annexation of the Halifax Paving property. Other properties in the immediate area of Halifax Paving will also be appropriate for the I-2 zoning district once they connect to city utilities and require annexation. There are no plans to amend existing land areas within the city to the proposed I-2 zoning district.

The proposed I-2 zoning district does not include any restaurant type of uses or retail activities. The proposed I-2 zoning district did include the retail showroom allowance to display items that a warehouse user would produce. General retail users are also not allowed in the I-1 zoning district. The purpose of this zoning district is more intensive industrial uses.

PLANNING BOARD

The Planning Board reviewed the proposed LDC amendment at the June 8, 2023 meeting and recommended approval with a 6-0 vote with an amendment as requested by Planning staff for asphalt batching and cement plants. There were no individuals who spoke for or against the application. The Planning Board minutes are included as part of this agenda item.

Budget Impact

No budget impact as the result of the proposed LDC amendment.

Citizen Impact

It is not anticipated that the proposed LDC amendment will have a negative citizen impact. The zoning district would provide a framework for annexing properties from Volusia County into Ormond Beach.

Recommendation

It is recommended that the City Commission approve the LDC amendments to create the I-2, Heavy Commercial zoning district with the following amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

The Planning Board recommended approval by a 6-0 vote.

Attachments:

1. 23-41 I-2 zoning district (P23-0114G)
2. 06.08.2023, Creation of the I-2 zoning district, LDC Amendment PB Report(8.5X11)
3. 06.08.2023, DRAFT PB Minutes - LDC - I-2

Approvals:



Kelly McGuire, Finance Director

Date: June 15, 2023



Claire Whitley, Assistant City Manager

Date: June 19, 2023

A handwritten signature in blue ink that reads "Joyce Shanahan".

Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-41

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Reserved; and Chapter 2, District and General Regulations, Article IV, Conditional and Special

Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, of the City of Ormond Beach *Land Development Code* to create the I-2, Heavy Industrial zoning district, by providing use definitions, and creating conditions for conditional and special exception uses, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on June 8, 2023 on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definitions of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the following definitions in the appropriate alphabetical order:

Asphalt Batching and Cement Plants means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt

drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.

Bulk oil storage and fuel distribution facility means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.

Industrial uses, heavy, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code

~~*Industry, heavy*, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code.~~

Recreational vehicle or boat storage means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.

Recycling collection center means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.

Recycling transfer station means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.

Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.

SECTION TWO. Section 2-02, Future land use map designations and zoning districts, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2,

District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the I-2, Heavy Industrial Zoning District to Table 2-2, as follows:

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	<i>(No change to existing text)</i>
Recreation Open Space And Conservation	<i>(No change to existing text)</i>
REA, Rural Estate/Agriculture	<i>(No change to existing text)</i>
RR, Rural Residential	<i>(No change to existing text)</i>
SLDR, Suburban Low Density Residential	<i>(No change to existing text)</i>
LDR, Low Density Residential	<i>(No change to existing text)</i>
MDR, Medium Density Residential	<i>(No change to existing text)</i>
HDR, High Density Residential	<i>(No change to existing text)</i>
ROR, Residential, Office, Retail	<i>(No change to existing text)</i>
General Commercial	<i>(No change to existing text)</i>
Tourist Commercial	<i>(No change to existing text)</i>
Low Intensity Commercial	<i>(No change to existing text)</i>
Heavy Intensity Commercial	<i>(No change to existing text)</i>
Industrial/Utilities	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
	PID, Planned Industrial Development

SECTION THREE. Section 2-07, Zoning district designations, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

- (1) *Zoning affects all premises. (No change to existing text)*
- (2) *Interpretation of uses and structures permitted. (No change to existing text)*
- (3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*
- (4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*
- (5) *Reduction of lot area and width prohibited. (No change to existing text)*
- (6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

<i>Open Space/Conservation District (No change to existing text)</i>	
<i>Residential districts (No change to existing text)</i>	
<i>Business districts (No change to existing text)</i>	
<i>Industrial districts</i>	
	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
<i>Planned development districts (No change to existing text)</i>	

SECTION FOUR. Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by establishing a new section to be titled Section 2-33, I-2, Heavy Industrial Zoning District, as follows:

SECTION 2-33: I-2, Reserved Heavy Industrial Zoning District

The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.

B. DIMENSIONAL STANDARDS

<u>1.</u> Type	<u>2.</u> Density	<u>3.</u> Maximum Building Height	<u>4.</u> Maximum Building Coverage	<u>5.</u> Maximum Impervious Lot Coverage	<u>6.</u> Minimum Lot Size	<u>7.</u> Minimum Lot Width	<u>8.</u> Minimum Lot Depth	<u>9.</u> Setbacks				
								<u>a.</u> Front	<u>b.</u> Rear	<u>c.</u> Side	<u>d.</u> Street Side/ Corner	<u>e.</u> Waterbody
Nonresidential Uses	None	75'	80%	80%	One Acre	150	None	25'	20'; 50' if abutting residential district	10'; 30' if abutting residential district	15'	30'

C. PERMITTED USES

D. CONDITIONAL USES

E. SPECIAL EXCEPTION
USES

F. OTHER STANDARDS

- 1. Business/Professional Offices
- 2. Business Services
- 3. Construction and Home Improvement
- 4. Industrial Uses, Light
- 5. Recycling Collection Center
- 6. Recycling Transfer Station
- 7. Vehicle Repair, Type A
- 8. Warehouse, Business
- 9. Warehouse, Storage

- 1. Asphalt Batching and Cement Plants
- 2. Bulk Oil Storage and Distribution Facility
- 3. Dry Cleaning Plant and Systems
- 4. Industrial Uses, Heavy
- 5. Outdoor Storage
- 6. Parks and Recreations Facilities, Public
- 7. Public Facilities
- 8. Public Utilities
- 9. Retail Sales and Service, Showroom
- 10. RV or Boat Storage
- 11. Solid Waste Transfer Station
- 12. Telecommunication Towers, Camouflaged
- 13. Terminal, Truck
- 14. Vehicle Repair, Type B
- 15. Warehouse, Indoor Mini-Rental
- 16. Warehouse, Mini-Rental
- 17. Wind Energy System

- 1. Telecommunication Tower
- 2. Outdoor Activity

- All development must comply with the following requirements:
- 1. Wetlands (Chapter 3, article II).
 - 2. Landscaping and buffering standards of chapter 3 article I shall apply.
 - 3. See conditional and special exception regulations (chapter 2, article IV).
 - 4. Any other special requirements pursuant to this Code.

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

SECTION FIVE. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

- (1) *Adult day care centers. (No change to existing text)*
- (2) *Adult family care home. (No change to existing text)*
- (3) *Agricultural use, major. (No change to existing text)*
- (4) *Agricultural use, minor. (No change to existing text)*
- (5) Asphalt Batching and Cement Plants. A landscape buffer design type 3 shall be provided within the required roadway buffer.
- ~~(56)~~ *Assisted living facility (ALF). (No change to existing text)*
- ~~(67)~~ *Auction business. (No change to existing text)*
- ~~(78)~~ *Automatic amusement centers/game rooms. (No change to existing text)*
- ~~(89)~~ *Bars. (No change to existing text)*
- ~~(910)~~ *Bed and breakfast. (No change to existing text)*
- ~~(1011)~~ *Bingo parlors. (No change to existing text)*
- ~~(1112)~~ *Bowling centers. (No change to existing text)*
- (13) Bulk oil storage and fuel distribution facility.
 - a. A landscape buffer design type 3 shall be provided within the required roadway buffer.
 - b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the

landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.

c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.

- (~~12~~14) Campground. (No change to existing text)
- (~~13~~15) Cemetery. (No change to existing text)
- (~~14~~16) Child care facility. (No change to existing text)
- (~~15~~17) Clubs and fraternal organizations. (No change to existing text)
- (~~16~~18) Cluster subdivisions, single-family. (No change to existing text)
- (~~17~~19) Community residential home. (No change to existing text)
- (~~18~~20) Convenience food store, type A. (No change to existing text)
- (~~19~~21) Convenience food store, type B. (No change to existing text)
- (~~20~~22) Convenience food store, type C. (No change to existing text)
- (~~21~~23) Dry cleaning plants and systems. (No change to existing text)
- (~~22~~24) Dwelling, multifamily. (No change to existing text)
- (~~23~~25) Dwelling, quadraplex. (No change to existing text)
- (~~24~~)—Reserved.
- (~~25~~26) Farmer's markets. (No change to existing text)
- (~~26~~27) Flea markets. (No change to existing text)
- (~~27~~28) Foster home. (No change to existing text)
- (~~28~~29) Funeral homes. (No change to existing text)
- (~~29~~30) Garden center/nursery. (No change to existing text)
- (~~30~~31) Golf courses/country clubs. (No change to existing text)
- (~~31~~32) Golf courses, contoured. (No change to existing text)
- (~~32~~33) Greenhouses. (No change to existing text)
- (~~33~~34) Group home. (No change to existing text)
- (~~34~~35) Historic preservation mixed use. (No change to existing text)
- (~~35~~36) Hobby breeder. (No change to existing text)
- (~~36~~37) Hospital. (No change to existing text)
- (~~37~~38) Houses of worship. (No change to existing text)

~~(3839)~~ Hunting dog. (No change to existing text)

~~(3940)~~ Hunting lodge. (No change to existing text)

~~(4041)~~ Industrial uses, light. (No change to existing text)

~~(42)~~ Industrial uses, heavy.

- a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.
- b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.
- c. Screening and buffering in excess of that required under chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.
- d. A landscape buffer design type 3 shall be provided within the required roadway buffer.

~~(4143)~~ Instructional artistic activity. (No change to existing text)

~~(4244)~~ Kennels. (No change to existing text)

~~(4345)~~ Malted beverage producer. (No change to existing text)

~~(4446)~~ Manufactured home community (MAHC). (No change to existing text)

~~(4547)~~ Marinas and multislip docking facilities. (No change to existing text)

~~(4648)~~ Massage parlors. (No change to existing text)

~~(4749)~~ Mausoleums. (No change to existing text)

~~(4850)~~ Mining and excavation. (No change to existing text)

~~(4951)~~ Mobile home community (MOHC). (No change to existing text)

~~(5052)~~ Nightclubs. (No change to existing text)

~~(5153)~~ Nonemergency medical transport services. (No change to existing text)

~~(5254)~~ Nursing homes. (No change to existing text)
~~(5355)~~ Outdoor activity. (No change to existing text)
~~(5456)~~ Outdoor storage. (No change to existing text)
~~(5557)~~ Parking lots. (No change to existing text)
~~(5658)~~ Parking garage. (No change to existing text)
~~(5759)~~ Parks and recreation facilities, private. (No change to existing text)
~~(5860)~~ Parks and recreation facilities, public. (No change to existing text)
~~(5961)~~ Patio home subdivisions, single-family. (No change to existing text)
~~(6062)~~ Personal services. (No change to existing text)
~~(6163)~~ Pawnshop. (No change to existing text)
~~(6264)~~ Petroleum products storage. (No change to existing text)
~~(6365)~~ Pool halls/billiards. (No change to existing text)
~~(6466)~~ Public facilities/utilities. (No change to existing text)
~~(6567)~~ Recreation facilities, indoor. (No change to existing text)
~~(6668)~~ Recreation facilities, outdoor. (No change to existing text)
~~(6769)~~ Recreational vehicles/boat storage. (No change to existing text)
~~(6870)~~ Riding stables, horse. (No change to existing text)
~~(6971)~~ Restaurant types. (No change to existing text)
~~(70) —Reserved.~~
~~(7172)~~ Retail sales and service. (No change to existing text)
~~(7273)~~ Retail sales and service, daily needs. (No change to existing text)
~~(7374)~~ Retail sales and service, showroom. (No change to existing text)
~~(7475)~~ Schools, private. (No change to existing text)
~~(7576)~~ Silviculture. (No change to existing text)
~~(7677)~~ Shopping center. (No change to existing text)
~~(7778)~~ Skating centers. (No change to existing text)
(79) Solid waste transfer station.

- a. A landscape buffer design type 3 shall be provided within the required roadway buffer.
 - b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.
 - c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.
 - d. Screening and buffering in excess of that required under Chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.
- (~~7880~~) *Tattoo establishment. (No change to existing text)*
- (~~7981~~) *Taxi barn. (No change to existing text)*
- (~~8082~~) *Telecommunications towers and antennas. (No change to existing text)*
- (~~8183~~) *Terminal, bus passenger. (No change to existing text)*
- (~~8284~~) *Terminals, truck. (No change to existing text)*
- (~~8385~~) *Theater. (No change to existing text)*
- (~~8486~~) *Townhouses. (No change to existing text)*
- (~~8587~~) *Vehicle rental. (No change to existing text)*
- (~~8688~~) *Vehicle repair, types A and B. (No change to existing text)*
- (~~8789~~) *Vehicle sales, including heavy. (No change to existing text)*
- (~~8890~~) *Vehicle washing or detailing. (No change to existing text)*
- (~~8991~~) *Veterinarian. (No change to existing text)*
- (~~9092~~) *Virtual golf centers. (No change to existing text)*
- (~~9193~~) *Warehouse, indoor mini-rental. (No change to existing text)*
- (~~9294~~) *Warehouses, mini. (No change to existing text)*
- (~~9395~~) *Water survival instruction. (No change to existing text)*
- (~~9496~~) *Wind energy systems. (No change to existing text)*
- (~~9597~~) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(~~96~~98) *Zero lot line development. (No change to existing text)*

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

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

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Land Development Code (LDC) Amendment – Creation of the I-2, Heavy Industrial zoning district

APPLICANT: Administrative

NUMBER: LDC 2023-057

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request for the creation of the I-2, Heavy Industrial, zoning district, providing use definitions, and creating conditions for conditional and special exception uses. The creation of the I-2, Heavy Industrial, zoning district proposes the following Land Development Code amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

SECTION 2, BACKGROUND: With the 2010 Comprehensive Plan Evaluation and Appraisal Report there was a recognition that Ormond Beach would eventually need to create a Heavy Industrial land use and zoning. The Future Land Use of the Comprehensive Plan was amended to include the directive text for the Heavy Industrial land use category:

Purpose: To depict those areas of the City that are now developed, or appropriate to be developed, in a general industrial manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics. Heavier industrial land uses are generally appropriate to locations with sufficient size to encourage either an industrial park type arrangement with provision for internal service access or as a

stand-alone industrial location, both of which incorporate adequate buffering of adverse noise, odor, or emissions; with minimal adverse impact on adjoining uses; and served directly by an arterial road network as well as by transit.

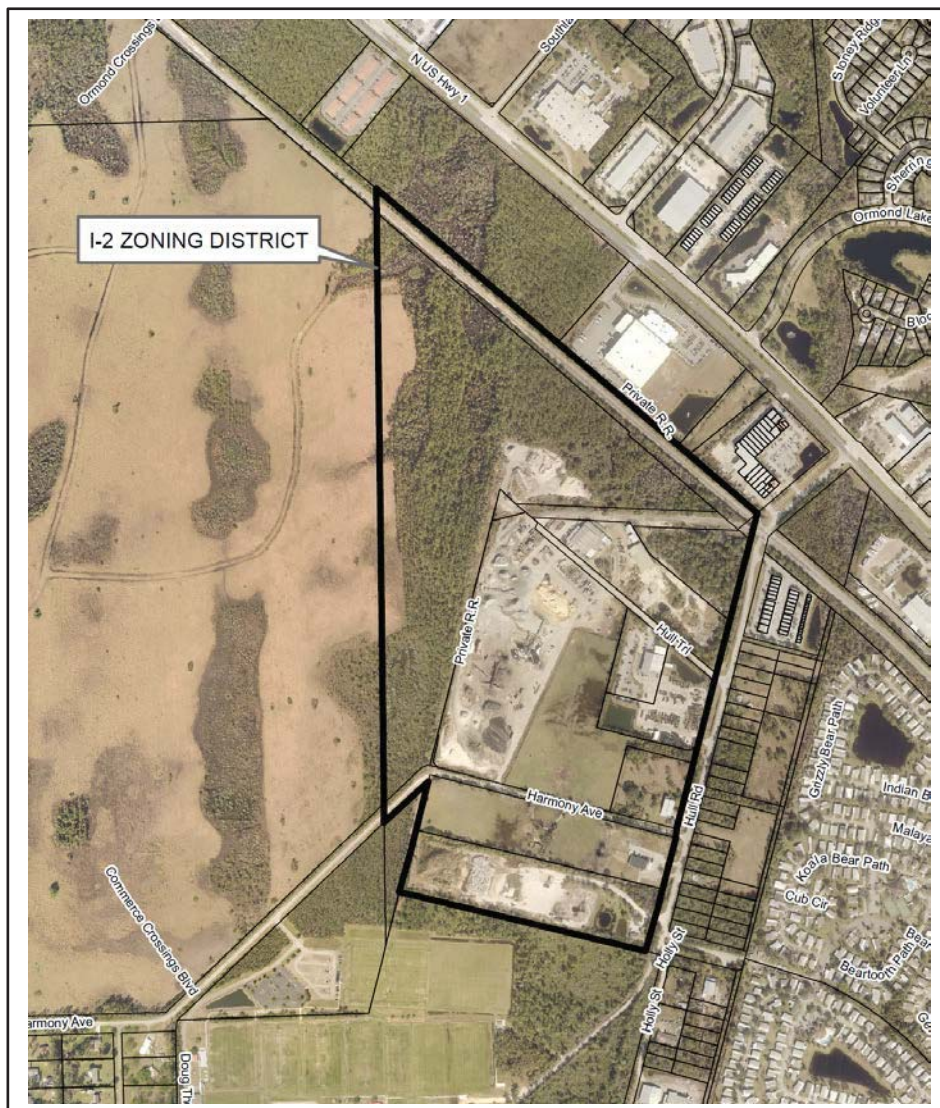
Density: Not permitted.

Maximum FAR: 0.75

The Land Development Code created an I-2 zoning district as a reserved section with no text included.

With the annexation of the Halifax Paving site at 860 Hull Road and 1399 Hull Trail, it is necessary to create the I-2 zoning district. The zoning district would contain uses that exceed the uses allowed in the I-1 zoning district including asphalt batching and cement plants, bulk oil storage, recycling centers, or outdoor storage. The intent of the I-2 zoning district is to limit the land areas this zoning would be applied to. Exhibit 1 shows the areas where the I-2 zoning district would be utilized.

EXHIBIT 1: Potential area for the I-2 zoning district.



SECTION 3, LAND DEVELOPMENT CODE AMENDMENTS:

Itemized below (and also described in Attachment 1) are the proposed amendments:

Chapter 1 – General Administration, Article III. – Definitions and Acronyms, Sec. 1-22. – Definition of terms and words:

The proposed amendments seek to add the following definitions:

1. Asphalt Batching and Cement Plants.
2. Bulk oil storage and fuel distribution facility.
3. Industrial uses, heavy (modified title from existing definition of Industry, heavy).
4. Recreational vehicle or boat storage.
5. Recycling collection center.
6. Recycling transfer station.
7. Solid waste transfer station.

Chapter 2 – District and General Regulations, Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts

This amendment updates Table 2-2 of the Land Development Code that provides a consistency matrix of the Future Land Use Map designation and compatible zoning district. Within the Industrial/Utilities Comprehensive Plan Future Land Use Map designation, the I-2 is amended from “Reserved” to “Heavy Industrial”.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Sec. 2-07. – Zoning district designations

Within the list of Industrial districts zoning classifications, the I-2 is amended from “Reserved” to “Heavy Industrial”.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Section 2-33. – I-2, Heavy Industrial zoning district

Key amendments include:

1. Amended from reserved.
2. Created dimensional standards.
3. Created permitted, conditional, and special exception uses.

The uses allowed are more intense industrial uses. The area where the I-2 zoning district is planned to be applied is bounded by the I-1 zoning district, FEC railroad, Ormond Beach Sports Complex, and Ormond Crossings.

Chapter 2 – District and General Regulations, Article IV. – Conditional and Special Exception Regulations, Section 2-57. – Criteria for review of specific conditional and special exception.

The proposed amendments seek to provide conditions for the following uses:

1. Asphalt Batching and Cement Plants

2. Bulk oil storage and fuel distribution facility
3. Industrial uses, heavy
4. Solid waste transfer station

The existing conditions for conditional and special exceptions were re-numbered based on the addition of the new uses.

SECTION 4, ANALYSIS:

The creation of the I-2 zoning district has been planned for a number of years with the of the “Heavy Industrial” land use within the Comprehensive Plan and the reserved sections of the I-2 zoning district within the Land Development Code. The need to create the zoning district has arisen with the annexation of the Halifax Paving property. Other properties in the immediate area of Halifax Paving will also be appropriate for the I-2 zoning district once they connect to city utilities and require annexation. There are no plans to amend existing land areas within the city to the proposed I-2 zoning district.

The proposed I-2 zoning district does not include any restaurant type of uses or retail activities. The proposed I-2 zoning district did include the retail showroom allowance to display items that a warehouse user would produce. General retail users are also not allowed in the I-1 zoning district. The purpose of this zoning district is more intensive industrial uses. For informational purposes, the existing Volusia County I-2 zoning district is included in ATTACHMENT 2.

SECTION 5, CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment according to the LDC, the Planning Board must consider the following criteria when making their recommendation.

- 1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

No specific development is proposed. The intent of the proposed amendment is to create the I-2 zoning district, including permitted, conditional, and special exception uses, create definitions, and create conditions for the conditional and special exception uses. The I-2 zoning district is intended to provide a compatible zoning district to the properties as they currently exist in unincorporated Volusia County. The proposed amendment will not adversely affect public health, safety, welfare or quality of life and will provide a needed service to Ormond Beach residents.

- 2. The proposed development is consistent with the Comprehensive Plan.**

The proposed Land Development Code amendment is consistent with the Comprehensive Plan, specifically the “Heavy Industrial” land use category.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable. Any development activities within this zoning district would be reviewed by the Site Plan Review Committee.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable. The zoning map amendment requires a separate zoning action. This amendment seeks to provide a comparable zoning of these properties (or area) as they currently exists in Volusia County and provide a framework of dimensional standards and uses.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

- 7. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

- 8. The proposed development is functional in the use of space and aesthetically acceptable.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

- 9. The proposed development provides for the safety of occupants and visitors.**

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

10. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The proposed creation of the I-2, Heavy Commercial zoning district does not approve any specific development and this criterion is not applicable.

11. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 6, RECOMMENDATION:

It is expected that the amendment will be reviewed by the City Commission on July 18, 2023 (1st reading) and August 1, 2023 (2nd reading). It is recommended that the Planning Board **APPROVE** the Land Development Code amendments shown in Attachment 1 to create the I-2, Heavy Commercial zoning district with the following amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Attachment:

1. Proposed Land Development Code Amendments
2. Volusia County I-2 zoning district

ATTACHMENT 1

Proposed Land Development Code Amendments

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Chapter 1 – General Administration, Article III. – Definitions and Acronyms, Sec. 1-22. – Definition of terms and words.

ASCE 24 ***No change to existing text***

Asphalt Batching and Cement Plants means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.

Assisted living facility ***No change to existing text***

Building setback line ***No change to existing text***

Bulk oil storage and fuel distribution facility means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.

Bulkhead line ***No change to existing text***

Industrial uses, light, ***No change to existing text***

Industrial uses, heavy, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code

Industrial wastes ***No change to existing text***

Industry ***No change to existing text***

~~Industry, heavy~~, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code.

Recreational vehicle (RV) park ***No change to existing text***

Recreational vehicle or boat storage means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.

Recycling collection center means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.

Recycling transfer station means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.

*Remove or removal ***No change to existing text****

*Spray head ***No change to existing text****

Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.

*Stadium***No change to existing text****

Chapter 2 – District and General Regulations Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	PMUD, Planned Mixed Use Development
Recreation Open Space And Conservation	SE, Special Environmental
REA, Rural Estate/Agriculture	REA, Rural Estate Agriculture
RR, Rural Residential	RR, Rural Residential
SLDR, Suburban Low Density Residential	SR, Suburban Residential
	PRD, Planned Residential Development
LDR, Low Density Residential	R-1, Residential Estate
	R-2, Single-Family Low Density
	R-2.5, Single-Family Low-Medium Density
	R-3, Single-Family Medium Density
	PRD, Planned Residential Development
MDR, Medium Density Residential	R-3, Single-Family Medium Density
	NP, Neighborhood Preservation
	R-4, Single-Family Cluster and Townhouse
	R-5, Multifamily Medium Density
	R-6, Multifamily Medium-High Density
	T-1, Manufactured/Mobile Home
	T-2, Manufactured Home
	PRD, Planned Residential Development
HDR, High Density Residential	T-1, Manufactured/Mobile Home
	R-6, Multifamily Medium-High Density
	PRD, Planned Residential Development
ROR, Residential, Office, Retail	B-1, Professional Office/Hospital
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development
General Commercial	B-2, Neighborhood Commercial
	B-3, Reserved
	B-4, Central Business
	B-8, Commercial
	PBD, Planned Business Development

Tourist Commercial	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	PRD, Planned Residential Development
	PBD, Planned Business Development
Low Intensity Commercial	B-1, Professional Office—Hospital
	B-4, Central Business
	B-5, Service Commercial
	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	B-8, Commercial
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development
Heavy Intensity Commercial	B-5, Service Commercial
	PBD, Planned Business Development
Industrial/Utilities	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
	PID, Planned Industrial Development

**Chapter 2 – District and General Regulations, Article II. – District Regulations,
Sec. 2-07. – Zoning District designations.**

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

- (1) *Zoning affects all premises.* ***No change to existing text***
- (2) *Interpretation of uses and structures permitted.* ***No change to existing text***
- (3) *Lot area, density, yard requirements, building coverage and building height.* ***No change to existing text***
- (4) *Multiple use of required yard, buffers and open space prohibited.* ***No change to existing text***
- (5) *Reduction of lot area and width prohibited.* ***No change to existing text***
- (6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

<i>Open Space/Conservation District</i> ***No change to existing text***	
<i>Residential districts</i> ***No change to existing text***	
<i>Business districts</i> ***No change to existing text***	
<i>Industrial districts</i>	
	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
<i>Planned development districts</i> ***No change to existing text***	

SECTION 2-33: I-2, ~~Reserved~~ Heavy Industrial Zoning District

The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.

B. DIMENSIONAL STANDARDS

<u>1.</u> <u>Type</u>	<u>2.</u> <u>Density</u>	<u>3.</u> <u>Maximum Building Height</u>	<u>4.</u> <u>Maximum Building Coverage</u>	<u>5.</u> <u>Maximum Impervious Lot Coverage</u>	<u>6.</u> <u>Minimum Lot Size</u>	<u>7.</u> <u>Minimum Lot Width</u>	<u>8.</u> <u>Minimum Lot Depth</u>	<u>9.</u> <u>Setbacks</u>				
								<u>a.</u> <u>Front</u>	<u>b.</u> <u>Rear</u>	<u>c.</u> <u>Side</u>	<u>d.</u> <u>Street Side/ Corner</u>	<u>e.</u> <u>Waterbody</u>
<u>Nonresidential Uses</u>	<u>None</u>	<u>75'</u>	<u>80%</u>	<u>80%</u>	<u>One Acre</u>	<u>150</u>	<u>None</u>	<u>25'</u>	<u>20'; 50' if abutting residential district</u>	<u>10'; 30' if abutting residential district</u>	<u>15'</u>	<u>30'</u>

C. PERMITTED USES**D. CONDITIONAL USES****E. SPECIAL EXCEPTION
USES****F. OTHER STANDARDS**

1. Business/Professional Offices
2. Business Services
3. Construction and Home Improvement
4. Industrial Uses, Light
5. Recycling Collection Center
6. Recycling Transfer Station
7. Vehicle Repair, Type A
8. Warehouse, Business
9. Warehouse, Storage

1. Asphalt Batching and Cement Plants
2. Bulk Oil Storage and Distribution Facility
3. Dry Cleaning Plant and Systems
4. Industrial Uses, Heavy
5. Outdoor Storage
6. Parks and Recreations Facilities, Public
7. Public Facilities
8. Public Utilities
9. Retail Sales and Service, Showroom
10. RV or Boat Storage
11. Solid Waste Transfer Station
12. Telecommunication Towers, Camouflaged
13. Terminal, Truck
14. Vehicle Repair, Type B
15. Warehouse, Indoor Mini-Rental
16. Warehouse, Mini-Rental
17. Wind Energy System

1. Telecommunication Tower
2. Outdoor Activity

All development must comply with the following requirements:

1. Wetlands (Chapter 3, article II).
2. Landscaping and buffering standards of chapter 3 article 1 shall apply.
3. See conditional and special exception regulations (chapter 2, article IV).
4. Any other special requirements pursuant to this Code.

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

Chapter 2 – District and General Regulations, Article IV. – Conditional and Special Exception Regulations, Sec. 2-57. – Criteria for review of specific conditional and special exception.

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

- (1) *Adult day care centers.* ***No change to existing text***
- (2) *Adult family care home.* ***No change to existing text***
- (3) *Agricultural use, major.* ***No change to existing text***
- (4) *Agricultural use, minor.* ***No change to existing text***
- (5) *Asphalt Batching and Cement Plants.*

a. A landscape buffer design type 3 shall be provided within the required roadway buffer.

- ~~(56)~~ *Assisted living facility (ALF).* ***No change to existing text***
- ~~(67)~~ *Auction business.* ***No change to existing text***
- ~~(78)~~ *Automatic amusement centers/game rooms.* ***No change to existing text***
- ~~(89)~~ *Bars.* ***No change to existing text***
- ~~(910)~~ *Bed and breakfast.* ***No change to existing text***
- ~~(1011)~~ *Bingo parlors.* ***No change to existing text***
- ~~(1112)~~ *Bowling centers.* ***No change to existing text***
- (13) *Bulk oil storage and fuel distribution facility.*

a. A landscape buffer design type 3 shall be provided within the required roadway buffer.

b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.

c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.

- ~~(1214)~~ *Campground.* ***No change to existing text***
- ~~(1315)~~ *Cemetery.* ***No change to existing text***
- ~~(1416)~~ *Child care facility.* ***No change to existing text***
- ~~(1517)~~ *Clubs and fraternal organizations.* ***No change to existing text***
- ~~(1618)~~ *Cluster subdivisions, single-family.* ***No change to existing text***
- ~~(1719)~~ *Community residential home.* ***No change to existing text***

- (1820) Convenience food store, type A. ***No change to existing text***
- (1921) Convenience food store, type B. ***No change to existing text***
- (2022) Convenience food store, type C. ***No change to existing text***
- (2123) Dry cleaning plants and systems. ***No change to existing text***
- (2224) Dwelling, multifamily. ***No change to existing text***
- (2325) Dwelling, quadraplex. ***No change to existing text***
- ~~(24) Reserved.~~
- (2526) Farmer's markets. ***No change to existing text***
- (2627) Flea markets. ***No change to existing text***
- (2728) Foster home. ***No change to existing text***
- (2829) Funeral homes. ***No change to existing text***
- (2930) Garden center/nursery. ***No change to existing text***
- (3031) Golf courses/country clubs. ***No change to existing text***
- (3132) Golf courses, contoured. ***No change to existing text***
- (3233) Greenhouses. ***No change to existing text***
- (3334) Group home. ***No change to existing text***
- (3435) Historic preservation mixed use. ***No change to existing text***
- (3536) Hobby breeder. ***No change to existing text***
- (3637) Hospital. ***No change to existing text***
- (3738) Houses of worship. ***No change to existing text***
- (3839) Hunting dog. ***No change to existing text***
- (3940) Hunting lodge. ***No change to existing text***
- (4041) Industrial uses, light. ***No change to existing text***
- (42) Industrial uses, heavy.

- a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.
- b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.
- c. Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.

d. A landscape buffer design type 3 shall be provided within the required roadway buffer.

- (4143) Instructional artistic activity. ***No change to existing text***
- (4244) Kennels. ***No change to existing text***
- (4345) Malted beverage producer. ***No change to existing text***
- (4446) Manufactured home community (MAHC). ***No change to existing text***
- (4547) Marinas and multislip docking facilities. ***No change to existing text***
- (4648) Massage parlors. ***No change to existing text***
- (4749) Mausoleums. ***No change to existing text***
- (4850) Mining and excavation. ***No change to existing text***
- (4951) Mobile home community (MOHC). ***No change to existing text***
- (5052) Nightclubs. ***No change to existing text***
- (5153) Nonemergency medical transport services. ***No change to existing text***
- (5254) Nursing homes. ***No change to existing text***
- (5355) Outdoor activity. ***No change to existing text***
- (5456) Outdoor storage. ***No change to existing text***
- (5557) Parking lots. ***No change to existing text***
- (5658) Parking garage. ***No change to existing text***
- (5759) Parks and recreation facilities, private. ***No change to existing text***
- (5860) Parks and recreation facilities, public. ***No change to existing text***
- (5961) Patio home subdivisions, single-family. ***No change to existing text***
- (6062) Personal services. ***No change to existing text***
- (6163) Pawnshop. ***No change to existing text***
- (6264) Petroleum products storage. ***No change to existing text***
- (6365) Pool halls/billiards. ***No change to existing text***
- (6466) Public facilities/utilities. ***No change to existing text***
- (6567) Recreation facilities, indoor. ***No change to existing text***
- (6668) Recreation facilities, outdoor. ***No change to existing text***
- (6769) Recreational vehicles/boat storage. ***No change to existing text***
- (6870) Riding stables, horse. ***No change to existing text***
- (6971) Restaurant types. ***No change to existing text***
- (70) ~~Reserved.~~
- (7172) Retail sales and service. ***No change to existing text***

- (~~72~~73) Retail sales and service, daily needs. ***No change to existing text***
- (~~73~~74) Retail sales and service, showroom. ***No change to existing text***
- (~~74~~75) Schools, private. ***No change to existing text***
- (~~75~~76) Silviculture. ***No change to existing text***
- (~~76~~77) Shopping center. ***No change to existing text***
- (~~77~~78) Skating centers. ***No change to existing text***
- (79) Solid waste transfer station.
- a. A landscape buffer design type 3 shall be provided within the required roadway buffer.
 - b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.
 - c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.
 - d. Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.
- (~~78~~80) Tattoo establishment. ***No change to existing text***
- (~~79~~81) Taxi barn. ***No change to existing text***
- (~~80~~82) Telecommunications towers and antennas. ***No change to existing text***
- (~~81~~83) Terminal, bus passenger. ***No change to existing text***
- (~~82~~84) Terminals, truck. ***No change to existing text***
- (~~83~~85) Theater. ***No change to existing text***
- (~~84~~86) Townhouses. ***No change to existing text***
- (~~85~~87) Vehicle rental. ***No change to existing text***
- (~~86~~88) Vehicle repair, types A and B. ***No change to existing text***
- (~~87~~89) Vehicle sales, including heavy. ***No change to existing text***
- (~~88~~90) Vehicle washing or detailing. ***No change to existing text***
- (~~89~~91) Veterinarian. ***No change to existing text***
- (~~90~~92) Virtual golf centers. ***No change to existing text***
- (~~91~~93) Warehouse, indoor mini-rental. ***No change to existing text***
- (~~92~~94) Warehouses, mini. ***No change to existing text***
- (~~93~~95) Water survival instruction. ***No change to existing text***
- (~~94~~96) Wind energy systems. ***No change to existing text***
- (~~95~~97) Wine, beer or liquor store in freestanding structure. ***No change to existing text***

(~~96~~98) Zero lot line development. ***No change to existing text***

ATTACHMENT 2

Existing Volusia County I-2
zoning district

Final site plan requirements: Final site plan approval meeting the requirements of division 3 of the Land Development Code [article III] is required. (Ord. No. 88-2, § IV, 1-19-88)

(Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2021-34, § I(Exh. A), 12-14-21)

I-2 HEAVY INDUSTRIAL CLASSIFICATION ^[29]

Purpose and intent: The purpose and intent of the I-2 Heavy Industrial Classification is to provide for industrial operations of all types, provided they meet the minimum performance standards in this article.

Permitted principal uses and structures: In the I-2 Heavy Industrial Classification, no premises shall be used except for the following industrial uses and their customary accessory uses and structures:

Any industrial use or structure provided it meets the minimum environmental standards in section 72-288, and is not a permitted special exception in this classification.

Communication towers not exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Display and sale (retail or wholesale) of products or parts manufactured, assembled, or otherwise used by the manufacturer, on the premises. (Ord. No. 81-39, § XXVIII, 11-19-81; Ord. No. 90-34, § 40, 9-27-90)

Essential utility services. (Ord. No. 84-1, § III, 3-8-84)

Exempt excavations (refer to subsection 72-293(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article. (Ord. No. 84-1, § III, 3-8-84; Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 40, 9-27-90)

Exempt landfills (refer to subsection 72-293(16)). (Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 40, 9-27-90)

Fire stations. (Ord. No. 92-6, § XLIII, 6-4-92)

Helipads. (Ord. No. 98-25, § VII, 12-17-98)

Outdoor entertainment event (refer to section 10-31 et seq., article II, Code of Ordinances of the County of Volusia). (Ord. No. 2002-22, § XV, 11-7-02)

Plastics manufacturers (primary production). (Ord. No. 90-34, § 40, 9-27-90)

Publicly owned parks and recreational areas. (Ord. No. 92-6, § XLIII, 6-4-92)

Publicly owned or regulated water supply wells. (Ord. No. 92-6, § XLIII, 6-4-92)

Recycling collection center. (Ord. No. 90-34, § 40, 9-27-90)

Recycling transfer station. (Ord. No. 92-6, § XLIII, 6-4-92)

Solid waste transfer station. (Ord. No. 92-6, § XLIII, 6-4-92)

Tire retreading, recapping and vulcanizing shoes [shops]. (Ord. No. 90-34, § 40, 9-27-90)

Truck and freight terminals. (Ord. No. 90-34, § 40, 9-27-90)

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections 72-293 and 72-415 of this article. (Ord. No. 90-34, § 40, 9-27-90)

Air curtain incinerators (refer to subsection 72-293(19)). (Ord. No. 90-34, § 40, 9-27-90)

Animal hospitals, veterinary clinics.

Communication towers exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Construction and demolition debris disposal facility as regulated under Rule 62-701.730, F.A.C., (minimum parcel size of 20 acres). Refer to subsection 72-293(16). (Ord. No. 00-30, § 4, 10-5-00)

Fixed-wing aircraft landing fields. (Ord. No. 98-25, § VII, 12-17-98)

Flea markets (refer to subsection 72-293(7)).

Gas and oil wells. (Ord. No. 84-1, § XXXVII, 3-8-84)

Hazardous waste transporter facility. (Ord. No. 90-34, § 40, 9-27-90)

Junkyards (refer to subsection 72-293(10)). (Ord. No. 90-34, § 40, 9-27-90)

Landfill, class III as regulated under Rule 62-701.340, F.A.C., (minimum parcel size of 20 acres). Refer to subsection 72-293(16). (Ord. No. 00-30, § 4, 10-5-00)

Materials recovery facility as regulated under Rule 62-701.700, F.A.C., (minimum parcel size of 20 acres). Refer to subsection 72-293(16). (Ord. No. 00-30, § 4, 10-5-00)

Nonexempt excavations (refer to subsection 72-293(15)). (Ord. No. 84-1, § VII, 3-8-84; Ord. No. 89-20, § VIII, 6-20-89; Ord. No. 90-34, § 40, 9-27-90)

Off-site disposal of land clearing debris as regulated under Rule 62-701.803, F.A.C., (minimum parcel size of 20 acres). Refer to subsection 72-293(16). (Ord. No. 00-30, § 4, 10-5-00)

Professional or trade schools related to permitted uses (refer to subsection 72-293(2)).

Public uses not listed as a permitted principal use. (Ord. No. 92-6, § XLIII, 6-4-92)

Public utility uses and structures (refer to subsection 72-293(1)). (Ord. No. 84-1, § III, 3-8-84)

Pulp or paper manufacturers.

Recovered materials facility as regulated under Rule 62-701.220(2)(c), F.A.C., (minimum parcel size of 20 acres). Refer to subsection 72-293(16). (Ord. No. 00-30, § 4, 10-5-00)

Rock crusher. (Ord. No. 00-21, § III, 5-18-00)

Schools, parochial or private (refer to subsection 72-293(4)).

Only one single-family dwelling for the owner or manager of an existing permitted principal use. (Ord. No. 84-1, §§ XXX, XXXVII, 3-8-84)

Tanneries, rendering plants, glue factories, slaughterhouses, foundries.

Temporary and permanent asphalt batching and cement plants (refer to subsection 72-293(9)).

(Ord. No. 89-20, § XIII, 6-20-89; Ord. No. 90-34, § 40, 9-27-90; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04)

Dimensional requirements:

Minimum lot size:

Area: One acre. (Ord. No. 2004-20, § V, 12-16-04)

Width: 150 feet. (Ord. No. 2004-20, § V, 12-16-04)

Minimum yard size:

Front yard: 30 feet.

Side yard: Ten feet, unless abutting an agricultural, conservation, residential or mobile home zoned property, then 35 feet. (Ord. No. 81-39, § XXVIII, 11-19-81; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2022-1, § I(Exh. A), 1-18-22)

Rear yard: 20 feet, unless abutting an agricultural, conservation, residential or mobile home zoned property, then 35 feet. (Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2022-1, § I(Exh. A), 1-18-22)

Waterfront yard: 25 feet. (Ord. No. 81-39, § XXVIII, 11-19-81; Ord. No. 90-34, § 40, 9-27-90; Ord. No. 94-4, § XLV, 5-5-94)

(For buildings over 35 feet in height, the side and rear yards shall be increased by one foot of yard for each foot of building height over 35 feet.) (Ord. No. 81-39, § XXVIII, 11-19-81)

For buildings abutting any residential or mobile home zoned property: 35 feet. (Ord. No. 81-39, § XXVIII, 11-19-81; Ord. No. 98-25, § VII, 12-17-98)

Maximum building height: 75 feet. Abutting any residentially zoned property: 35 feet. (Ord. No. 81-39, § XXVIII, 11-19-81)

Maximum lot coverage: No maximum limit.

(Ord. No. 2004-20, § V, 12-16-04)

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of section 72-286 shall be constructed. (Ord. No. 90-34, § 40, 9-27-90)

Landscape buffer requirements: Landscaped buffer areas meeting the requirements of section 72-284 shall be constructed.

Final site plan requirements: Final site plan approval meeting the requirements of division 3 of the Land Development Code [article III] is required. (Ord. No. 82-20, § X, 12-9-82; Ord. No. 88-2, § IV, 1-19-88)

(Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2021-34, § I(Exh. A), 12-14-21)

I-3 WATERFRONT INDUSTRIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the I-3 Waterfront Industrial Classification is to provide for and preserve land in appropriate locations for industrial uses which require or are particularly suited to a water location.

Permitted principal uses and structures: In the I-3 Waterfront Industrial Classification, no premises shall be used except for the following industrial uses and their customary accessory uses and structures:

Aquaculture operations in which there are no associated excavations. (Ord. No. 98-25, § VII, 12-17-98)

Boat and ship building, sales, service, rental and storage. (Ord. No. 87-14, § IX, 6-18-87)

Boat docks, wharves and piers.

Boat fuel sales.

Boat parts, accessories and equipment (not involving drop-forging, stamping or foundries).

Commercial fish processing plants (except airing or smoking).

Communication towers not exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

DRAFT

**Planning Board minutes
from
June 8, 2023**

ITEM:

LDC 2023-056

Creation of the I-2, Heavy Industrial
Zoning District

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve PP 2032-052, Archer's Mill, Phase 3, Preliminary Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

I. FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan Amendment

Mr. Spraker, Planning Director, explained that this is an administrative Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use. Mr. Spraker stated that the amendment was reviewed based on Policy 2.5.2. of the Future Land Use Element and it was determined that the amendment was an appropriate use of land, consistent with the Volusia County land use, and does not have negative infrastructure impact. Mr. Spraker concluded that staff recommends approval of the Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail.

Board Discussion and Questions

Mr. Railsback asked about the type of uses and if anything was included or excluded. Mr. Spraker stated this was the land use item and the next item detailed the allowed uses for the I-2 zoning district.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

J. LDC 2023-056, Creation of the I-2, Heavy Industrial Zoning District

Mr. Steven Spraker, Planning Director, explained that this is a Land Development Code (LDC) amendment for the creation of the I-2, Heavy Industrial Zoning District, providing use definitions, and creating conditions for conditional and special exception and zoning uses. Mr. Spraker detailed the Land Development Code (LDC) sections proposed for amendments.

Mr. Spraker stated that staff met with representatives of Halifax Paving who provided suggestions for the definition of asphalt batching and cement plants as follows: "Asphalt Batching and Cement Plants means a manufacturing facility where

equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.” Mr. Spraker stated that staff had no objections to the revision and asked that the Planning Board accept the revision to the definition as part of their approval.

Mr. Spraker stated the Land Development Code (LDC) amendment provides a zoning framework of heavy industrial uses. He continued that the zoning district is designed for annexed lands, not existing land areas in the city. Mr. Spraker stated that no land areas are being assigned the I-2 zoning district with this zoning action and zoning map amendments require a separate public hearing. Mr. Spraker concluded that staff is recommending approval of the Land Development Code (LDC) amendments.

Board Discussion and Questions

Mr. Jorczak asked if there was any adjacent land that could be incorporated into this zoning district. Mr. Spraker replied that there are a few parcels in Volusia County with a zoning of Volusia County I-2 that could be utilized in this zoning in the future. He continued that those properties would likely not annex until there is a utility connection. The Board reviewed parcels in and around Hull Road that may utilize the proposed I-2 zoning district in the future.

Mr. Galloway asked if all the Ormond Crossings property is within the city. Mr. Spraker confirmed that all of the Ormond Crossings property is within the city and that the property has its own zoning and development order.

Mr. Jorczak stated that he has a concern regarding the proposed zoning and its impact on the airport that he discussed with city staff. His concern focused on ensuring that the airport runway would not be impacted. Mr. Jorczak stated that Mr. Rademacher, city Economic Development Director, and Steven Lichliter, Airport Manager, reviewed his concerns and that the zoning district would not impede airport operations. Mr. Jorczak concluded that city staff answered his concerns.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Galloway motioned to approve LDC 2023-056, Creation of the I-2, Heavy Industrial Zoning District with the amended definition for Asphalt Batching and Cement Plants. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.I
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-42	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	204 Magnolia Drive, Comprehensive Plan Land Use Map Amendment (Small-Scale)			
Budget Impact:	There is no budget impact as the result of this land use amendment.			
Summary:	This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.24 acre property located at 204 Magnolia Drive from "Public/Institutional" (P/I) to "Low Density Residential" (LDR). The request is to correct an inconsistency with the adopted R-3, Single-Family Medium Density.			
Recommended Action:	It is recommended that the City Commission approve the Future Land Use map amendment for ±0.241-acre property from the existing land use designation of Public/Institutional" (P/I) to City "Low Density Residential" (LDR) for the subject property located 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011. The Planning Board recommended approval (6-0) of the amendment. If approved, Planning staff will transmit the land use amendment to the Volusia County Growth Management Commission (VGMG) and the state Department of Economic Opportunity (DEO).			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 6/7/2023 6/15/2023  				

Joyce Shanahan, City Manager

6/19/2023

A handwritten signature in blue ink, reading "Joyce Shanahan". The signature is written in a cursive, flowing style.



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: 204 Magnolia Drive, Comprehensive Plan Land Use Map Amendment (Small-Scale)

Commission Goal: Transportation & Community Development - Other

Introduction

This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.24 acre property located at 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011, from “Public/Institutional” (P/I) to “Low Density Residential” (LDR). The request is to correct an inconsistency with the adopted R-3, Single-Family Medium Density.

Background

The property located at 204 Magnolia Drive currently has a City Future Land Use Map designation of “Public/Institutional” (P/I) and has an adopted R-3, Single-Family Medium Density. The subject property abuts residential land use and zoning on all sides. The property is currently developed as a single-family home and per the Volusia County Property Appraiser’s records, the structure was built in 1953. The former Peninsula Medical Center was located at 264 South Atlantic Avenue. In 2004, a lot split was approved, creating two separate properties. The second lot, 204 Magnolia Drive, was created specifically to continue the use of a single-family residence and allow the legal sale of the proposed lot containing the single-family home to an individual owner.

Because the lot had been part of the hospital property prior to 2004, the Future Land Use was designated “Public/Institutional” and was never amended. On January 24, 2023, the City Commission adopted amendments to the Future Land Use Map for the former hospital properties including 264 South Atlantic Avenue, 300 South Atlantic Avenue, and 225 Magnolia Drive. It was during the review process that the inconsistent future land use and zoning map designations for 204 Magnolia Drive were noticed. For this reason, staff is requesting the administrative amendment from “Public/Institutional” to “Low Density Residential” as a housekeeping matter to correct the inconsistency.

Discussion

In accordance with Future Land Use Policy 5.1.1 of the Ormond Beach Comprehensive Plan, the purpose of this land use amendment is to assign a compatible land use to the property based on the zoning designation of R-3 (Single-Family Medium Density). If approved by the City Commission, the amendment will be submitted to the Volusia County Growth Management Commission for review and any comments. There is no zoning map amendment being proposed for the subject parcel because of the existing residential, R-3 (Single-Family Medium Density) zoning designation.

Planning Board review: The Planning Board reviewed the land use map amendment at the May 11, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this agenda packet item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no citizen impact anticipated with this land use amendment. The application seeks to correct the land use and zoning inconsistency and no development is proposed. The existing property is developed as a single-family home so there is no impact expected by the proposed Future Land Use amendment.

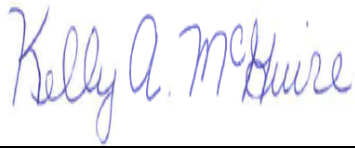
Recommendation

It is recommended that the City Commission approve the Future Land Use map amendment for ±0.241-acre property from the existing land use designation of Public/Institutional” (P/I) to City “Low Density Residential” (LDR) for the subject property located 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011. The Planning Board recommended approval (6-0) of the amendment. If approved, Planning staff will transmit the land use amendment to the Volusia County Growth Management Commission (VGMG) and the state Department of Economic Opportunity (DEO).

Attachments:

1. 23-42 204 Magnolia Drive land use amendment (P23-0115G)
2. Exhibit A, 204 Magnolia Dr legal description
3. Exhibit B, 204_MAGNOLIA_FLU_AMEND Map
4. #23-036, 204 Magnolia Dr, land use, PB Staff Report pkg
5. 204 Magnolia Drive, Future Land Use Map Amendment PB Minutes

Approvals:



Kelly McGuire, Finance Director

Date: June 07, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-42

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF ONE PARCEL OF REAL PROPERTY TOTALING 0.24± ACRES LOCATED AT 204 MAGNOLIA DRIVE (VOLUSIA COUNTY PARCEL NUMBER: 4214-20-02-0011) FROM “PUBLIC/ INSTITUTIONAL” TO “LOW DENSITY RESIDENTIAL”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in compliance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the City’s planning staff has requested an administrative amendment to the city’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation of one parcel of real property totaling 0.24± acres located at 204 Magnolia Drive (Volusia County parcel number: 4214-20-02-0011), said parcel being legally described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, from “Public/Institutional” (P/I) to “Low Density Residential” (LDR) as depicted on Exhibit “B” attached hereto and incorporated herein by reference, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City's local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3187, *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The future land use designation of one parcel of real property located at 204 Magnolia Drive, Ormond Beach, Florida (Volusia County parcel number: 4214-20-02-0011), as legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from “Public/Institutional” to “Low Density Residential” for approximately 0.24± acres, as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach *Comprehensive Plan*, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach *Comprehensive Plan* and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (September 1, 2023); provided, however, that if challenged within 30 days after adoption (August

31, 2023), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida, will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”

Legal Description

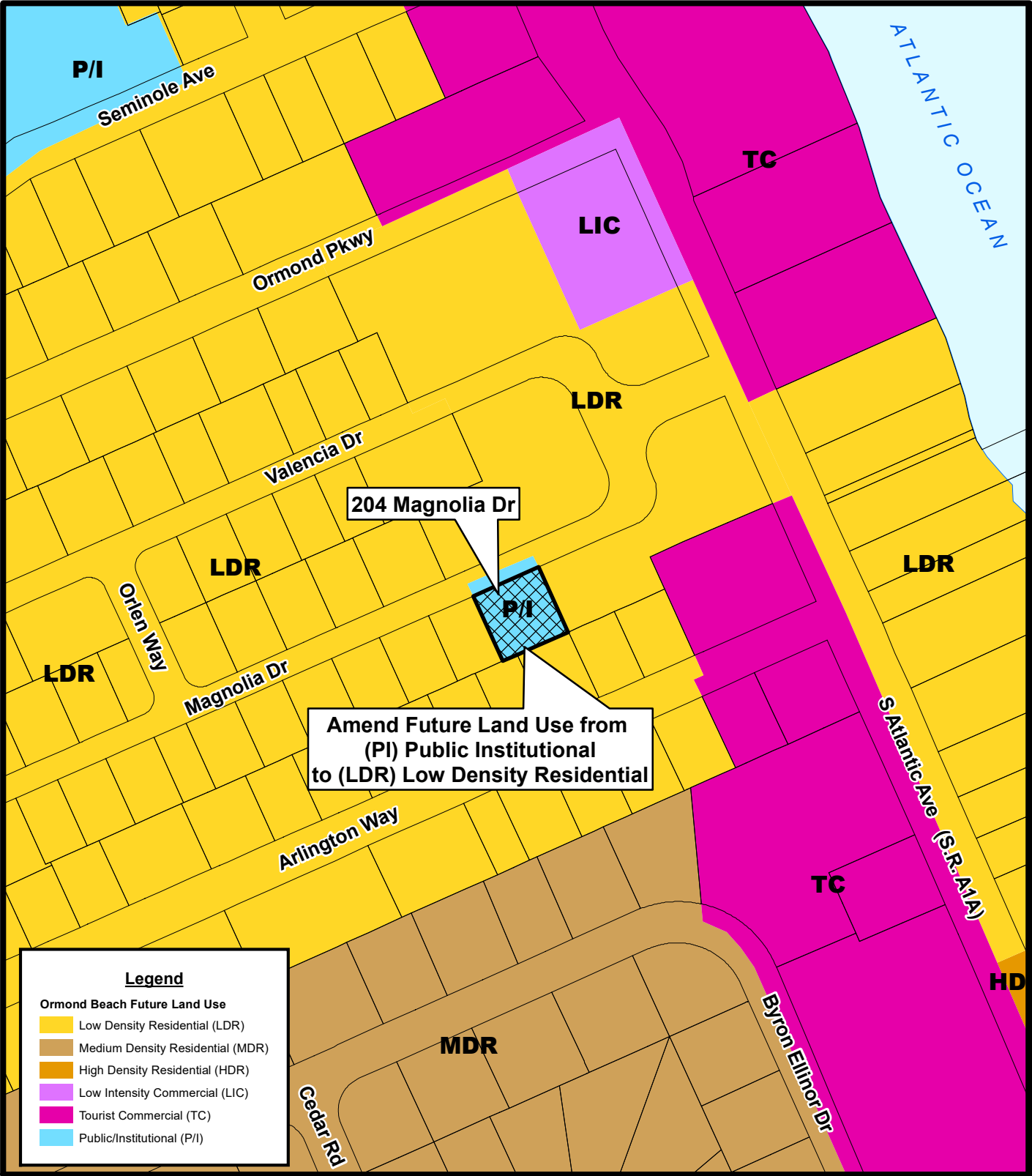
(From Warranty Deed at Book 7357, Page 4265)

Lots 9 and 10, Block B, Rockefeller Heights, according to the Plat thereof, recorded in Plat Book 6, Page 210, True Copy of Map recorded in Map Book 21, Pages 40 through 42, inclusive, of the Public Records of Volusia County, Florida.

Location Map



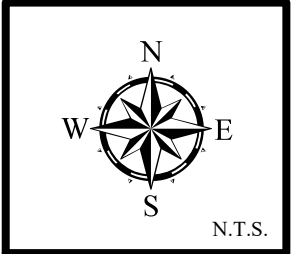
PARCEL ID:	4214-20-02-0011
OWNER:	NANCY TRON
SITE ADDRESS:	204 MAGNOLIA DR, ORMOND BEACH, FL 32174



PROPOSED FUTURE LAND USE MAP

204 MAGNOLIA DR (4214-20-02-0011)

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



STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: May 11, 2023

SUBJECT: 204 Magnolia Drive, Parcel ID 4214-20-02-0011 – Small-Scale Land Use Map Amendment

APPLICANT: Administrative

NUMBER: FLUM 23-036

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION: This is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.241-acre property located at 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011 from City “Public/Institutional” (P/I) to City “Low Density Residential” (LDR). The request is to correct an inconsistency with the adopted Zoning District of R-3 (Single-Family Medium Density). There is a single-family home on the site built in 1953 per the Volusia County Property Appraiser’s records. The “Public/Institutional” Future Land Use designation does not allow dwelling units. For this reason, the amendment is requested. The subject property is shown below in Exhibit 1:

Exhibit 1: 204 Magnolia Drive Aerial of parcel ID 4214-20-02-0011:



BACKGROUND: The property located at 204 Magnolia Drive currently has a City Future Land Use Map designation of “Public/Institutional” (P/I) and has an adopted Zoning District of R-3 (Single-Family Medium Density). The subject property abuts residential land use and zoning on all sides. The property is currently developed as a single-family home and per the Volusia County Property Appraiser’s records, the structure was built in 1953.

The former Peninsula Medical Center was located at 264 South Atlantic Avenue. In 2004, a lot split was approved creating two separate properties. The second lot, 204 Magnolia Drive, was created specifically to continue the use of a single-family residence and allow the legal sale of the proposed lot containing the single-family home to an individual owner.

Because the lot had been part of the hospital property prior to 2004, the Future Land Use was designated “Public/Institutional” and was never amended. On January 24, 2023, the City Commission adopted amendments to the Future Land Use Map for the former hospital properties including 264 South Atlantic Avenue, 300 South Atlantic Avenue, and 225 Magnolia Drive. It was during the review process that the inconsistent future land use and zoning map designations for 204 Magnolia Drive was noticed. For this reason, staff is requesting the administrative amendment from “Public/Institutional” to “Low Density Residential” as a housekeeping matter to correct the inconsistency.

In accordance with Future Land Use Policy 5.1.1 of the Ormond Beach Comprehensive Plan, the purpose of this land use amendment is to assign a compatible land use to the property based on the zoning designation of R-3 (Single-Family Medium Density). If approved by the City Commission, the amendment will be submitted to the Volusia County Growth Management Commission for review and any comments. There is no zoning map amendment being proposed for the subject parcel because of the existing residential, R-3 (Single-Family Medium Density) zoning designation.

The proposed land use map amendment schedule of the subject property is as follows:

EXHIBIT 2: Future Land Use amendment schedule:

Action/Board	Date
Planning Board	May 11, 2023
City Commission 1 st Reading (Tentative)	July 18, 2023
City Commission 2 nd Reading (Tentative)	August 1, 2023
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	August 7, 2023
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	August 7, 2023

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the existing “Public Institutional” land use category:

The existing City land use of “Public Institutional” states the following:

Purpose: This category includes governmental and public uses, such as City Hall, post offices, fire and police stations, and libraries; educational facilities, such as elementary, middle, and high schools, whether public, parochial or private; cemeteries; religious facilities; airports, hospitals, and other facilities, such as civic associations and service clubs, child care centers, and facilities for the care of the aged and infirm. Public uses are provided for in all zoning districts either as permitted or special exception uses.

The City does not have a special zoning district for this land use category. Therefore, the underlying zoning district may be any district, provided that it is compatible with the surrounding zoning districts and the use of the parcel is consistent with the uses allowed in the district. In districts where such uses may be questionable, a public hearing may be required.

Due to the scale and impracticability of showing all public/institutional uses, such uses are not always shown on the Land Use Map, even when permitted.

Density: Not permitted.

Maximum FAR: 0.8

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the proposed “Low Density Residential” land use category:

Purpose: To protect and encourage the continued development of typical single-family residential areas and stabilize and protect the character of such neighborhoods. Institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: up to 4.3 units per acre.

Maximum FAR: 0.2

ANALYSIS:

The proposed land use amendment is an administrative change that seeks to change the land use designation of the subject property from City of Ormond Beach “Public Institutional” to the City of Ormond Beach “Low Density Residential” on the future land use map, see Attachment 1.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed FLU amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

GOAL 1. LAND USE DISTRIBUTION Future Land Use Element	FUTURE DEVELOPMENT AND REDEVELOPMENT ACTIVITIES SHOULD BE DIRECTED IN APPROPRIATE AREAS AS DEPICTED ON THE FUTURE LAND USE MAP TO MEET THE LAND USE NEEDS OF THE ANTICIPATED POPULATION, IN A MANNER CONSISTENT WITH SOUND PLANNING PRINCIPLES, THE GOALS, OBJECTIVES AND POLICIES CONTAINED HEREIN, AND THE DESIRED COMMUNITY CHARACTER. THE FUTURE LAND USE ELEMENT SHOULD ALLOW LIMITED COMMERCIAL EXPANSION, PROMOTE INDUSTRIAL USE, AND MAINTAIN CURRENT RESIDENTIAL DENSITIES IN THE CORE AREA WHILE ESTABLISHING LOWER DENSITIES IN THE PERIMETER AREAS, FOCUSING REDEVELOPMENT IN THE DOWNTOWN COMMUNITY REDEVELOPMENT AREA, US1, AND SR A1A, AND PROVIDING FOR A CONTINUED HIGH LEVEL OF OPEN SPACE. FUTURE GROWTH SHALL BE TIMED AND LOCATED TO MAXIMIZE EXISTING PUBLIC INFRASTRUCTURE.
Objective 1.1 RESIDENTIAL LAND USE Future Land Use Element	Ensure the availability of adequate lands to meet the residential land use needs of the community.
POLICY 1.1.3. Future Land Use Element	Preserve the character of existing neighborhoods by not allowing intrusion of land uses that would threaten to alter the neighborhood character and by encouraging voluntary rehabilitation and sound maintenance programs in viable neighborhoods which are capable of self-renewal and establishing code enforcement or public redevelopment activities in areas not capable of self-renewal.

The subject property is developed as a single-family home on approximately 0.241 acres. The existing use is consistent with the proposed Future Land Use designation of Low Density Residential and will not change what exists on the site today. It is important to note that this land use amendment does not approve a change to what is already existing. Any future land development application would need to be reviewed by the City Site Plan Review Committee (SPRC). Planning staff concludes that the amendment is consistent with the Goals, Objectives, and Policies of the Comprehensive Plan.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes.

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the

frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The subject property is 0.241± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).

This criterion is not applicable as the site location is not located within an area of state critical concern.

3. Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 3 below:

EXHIBIT 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Residential Home and Vacant Lot	LDR "Low Density Residential"	R-3 (Single-Family Medium Density)
South	Residential Home	LDR "Low Density Residential"	R-3 (Single-Family Medium Density)
East	Parking Lot	LDR "Low Density Residential"	R-3 (Single-Family Medium Density)
West	Residential Home	LDR "Low Density Residential"	R-3 (Single-Family Medium Density)

The subject property is the only residential property currently designated "Public Institutional" in that neighborhood. The goal is to provide a land use consistent with the assigned R-3 (Single-Family Medium Density) zoning and the land use pattern in the neighborhood. Table 2-2, Future Land Use Map Designations and Compatible Zoning Districts, of the Land Development Code provides a compatibility matrix and

the “Low Density Residential” land use is compatible with the R-3 (Single-Family Medium Density) zoning designation.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. This analysis is not meant to replace or contradict the findings of a Concurrency Management Review. However, the relative differences between designations can provide useful information in the long-range planning process. This analysis is based on a total area of 0.241 acres.

EXHIBIT 4: Impact analysis:

Parcel size:	0.241acres
---------------------	-------------------

Allowed entitlements	Existing P/I land use	Proposed LDR land use
Maximum density (residential) per acre	0	4.3
Maximum floor area ratio (commercial or institutional)	0.8	0.2

Existing Land Use	Acreage	Maximum Theoretical Density	Maximum Theoretical Square Footage
Existing “P/I”	10,500 square feet or 0.241 acres	0	8,400 square feet
Proposed Land Use	Acreage	Maximum Theoretical Density	Maximum Theoretical Square Footage
Proposed “LDR”	10,500 square feet or 0.241 acres	1	2,100 square feet
Changes in maximum density:		+1	
Changes in FAR:		-6,300 square feet	

Water and Sewer: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing wastewater treatment plant is currently permitted for a rated capacity of 8 MGD for wastewater influent flow from the sanitary sewer collection system. The proposed water and sewer impact of a maximum development scenario would be as follows:

EXHIBIT 5: Water and sewer impacts analysis:

Future Land Use	Maximum Water Usage ⁽¹⁾	Maximum Sewer Usage ⁽²⁾
Existing “P/I” (1) and (2)	12,600	10,710
Proposed “LDR” (3) and (4)	256	281
Totals:	-12,344	-10,429
Notes: (1) Commercial flow estimates per 150 gallons per day per 1,000 square feet (2) Commercial/Industrial sewer = Water gallons per day X 85% (3) Residential, water = 256 average annual daily volume (2.33 household size X 110 gallons) (4) Residential, sewer = 281 average annual daily volume		

The theoretical impact would be a decrease of 12,344 gallons of water and 10,429 gallons of sewer per day. The existing property is developed as a single-family home so there is no impact expected with the proposed Future Land Use amendment.

Traffic: Below is a summary of the theoretical maximum impacts of the current and proposed land uses:

EXHIBIT 6: Traffic impact analysis:

Existing		
Land Use	ITE land use category	Average Daily Trip Generation
“Public/Institutional”	#565 Daycare ⁽¹⁾	6221
Proposed		
Land Use	ITE land use category	Trip Generation
“Low Density Residential”	#210 Single-Family Home ⁽²⁾	9.52
NET REDUCTION		-6211.48
⁽¹⁾ Maximum trip generation of 74.06 per 1,000 SF (Daycare, ITE rate, 9 th Edition) ⁽²⁾ Maximum trip generation of 9.52 per dwelling unit (Single-Family Homes, ITE rate, 9 th Edition)		

The theoretical impact would be a decrease of 6211.48 average daily trips. As stated previously, the existing property is developed as a single-family home so there is no impact expected with the proposed Future Land Use amendment.

Stormwater Management: Any site redevelopment would require a stormwater management system.

Solid Waste: Solid waste is currently provided to the developed single-family home.

Schools: School concurrency is required for subdivisions greater than 10 units. The net residential increase is 0 residential units since the property is already developed

as a single-family home. No school concurrency is required based on the maximum development potential of one dwelling unit.

Recreation: The property is already developed as a single-family home and will not impact the recreation level-of-service with the proposed land use classification.

Other Services: City police and fire protection services serve this area. Since the property is already developed as a single-family home there is no impact expected as a result of this amendment to the “Low Density Residential” land use.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

As stated previously, the property is already developed as a single-family home. Therefore, there will be no impact to surrounding jurisdictions.

Conclusion:

Staff supports the land use amendment from City of Ormond Beach “Public/Institutional” to city land use of “Low Density Residential”. The small-scale land use map amendment is an administrative amendment required to assign a compatible City Future Land Use Map designation to the subject parcel which is developed as a single-family home. Staff believes that the Ormond Beach “Low Density Residential” land use category is appropriate for the following reasons:

1. The amendment meets the Goals, Objectives, and Policies of the City’s Comprehensive Plan;
2. The amendment meets the requirements established in the Florida Statutes;
3. The proposed land use is an appropriate use of land;
4. There is adequate infrastructure to serve the proposed land use; and
5. The proposed land use will not impact surrounding jurisdictions.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for ±0.241 acres from the existing land use designation of “Public/Institutional” to “Low Density Residential” for the subject property located at 204 Magnolia Drive, Volusia County Parcel ID 4214-20-02-0011.

Attachments:

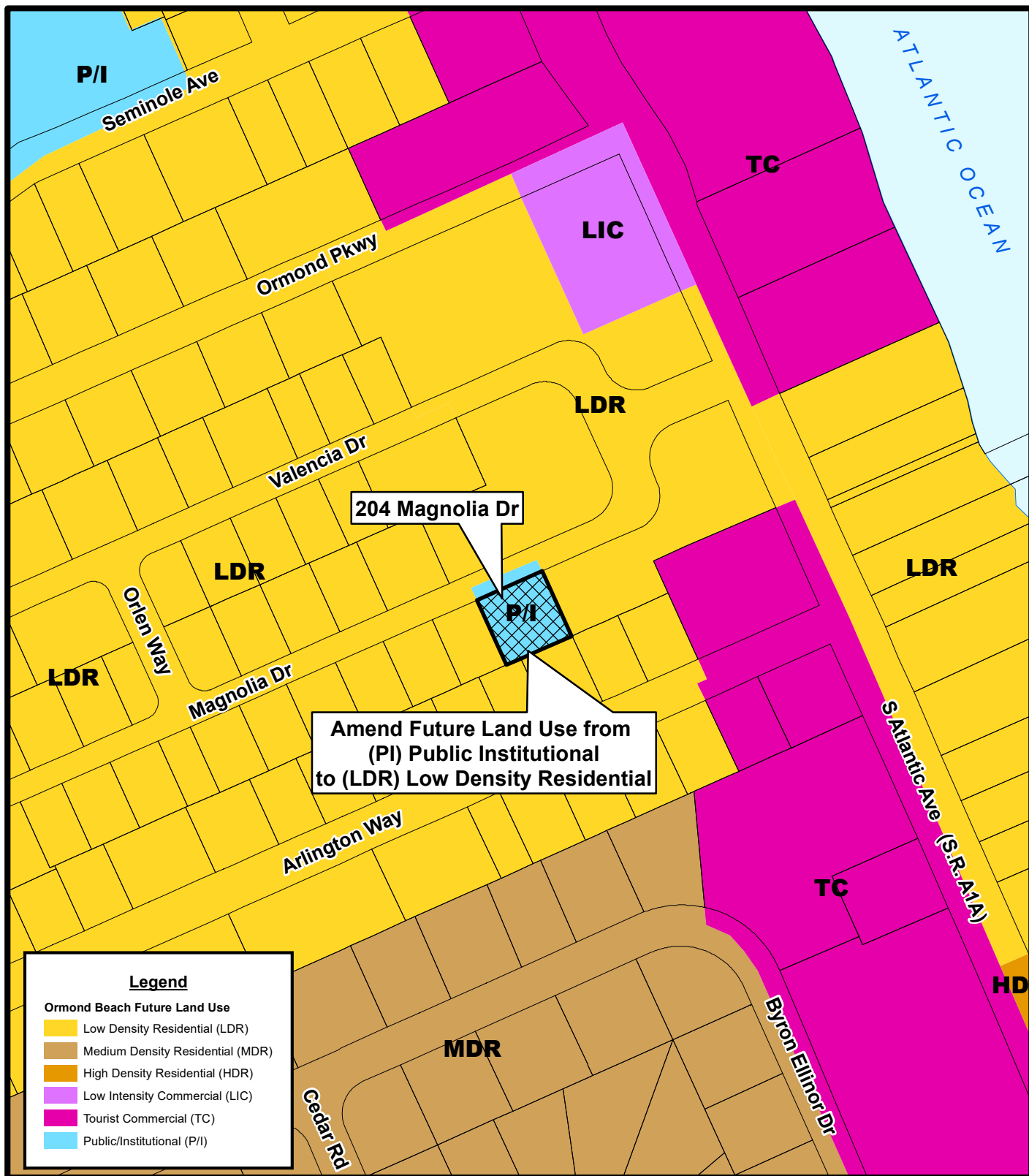
Attachment 1: Proposed land use map

Attachment 2: Location and aerial maps

Attachment 3: Section 2-02 and Section 2-15 of the Land Development Code

ATTACHMENT 1

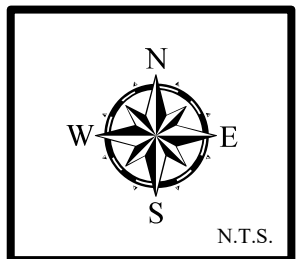
Proposed Future Land Use Map



PROPOSED FUTURE LAND USE MAP

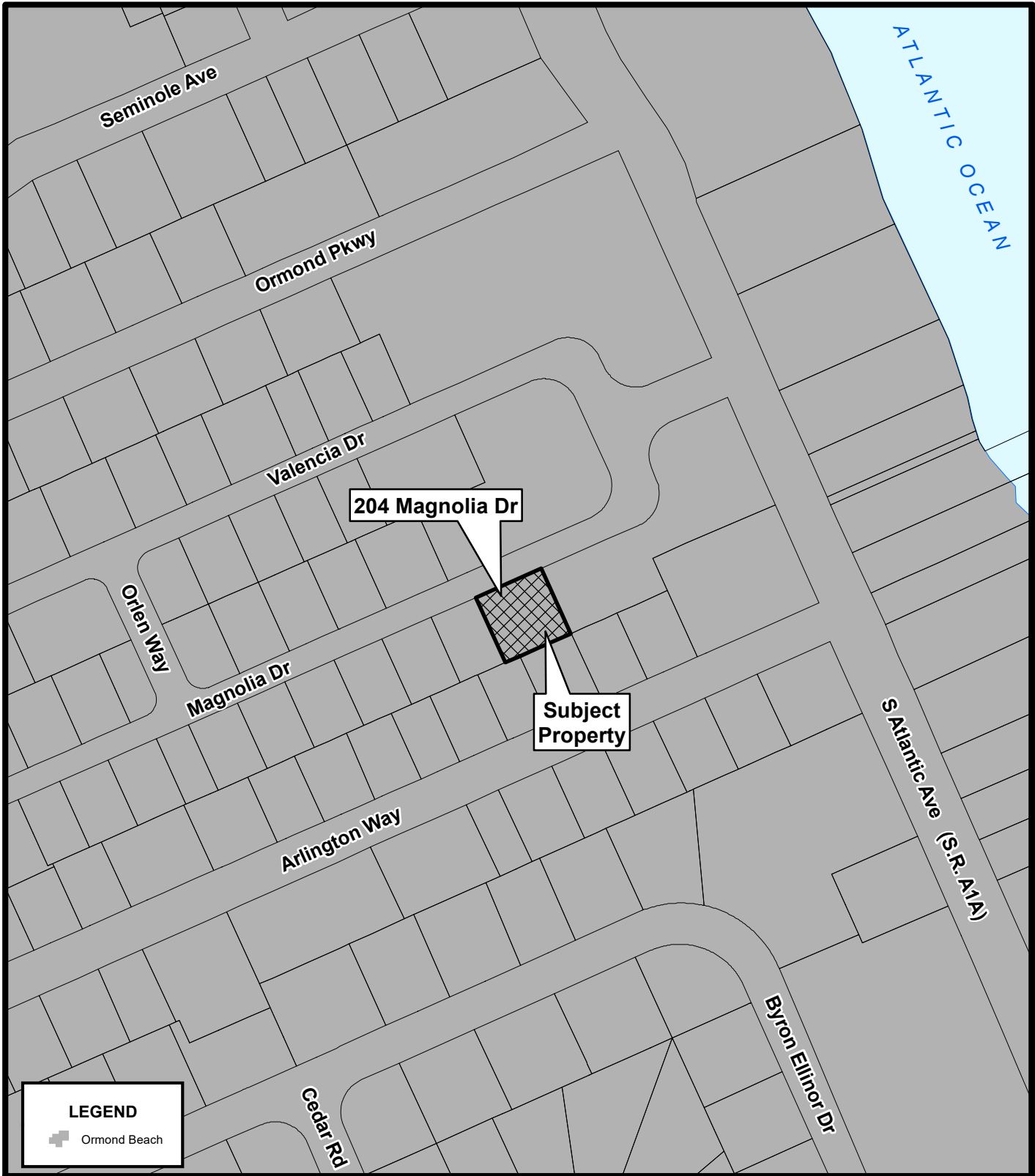
204 MAGNOLIA DR (4214-20-02-0011)

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



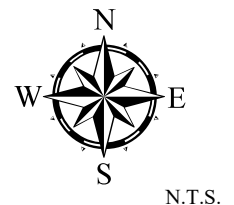
ATTACHMENT 2

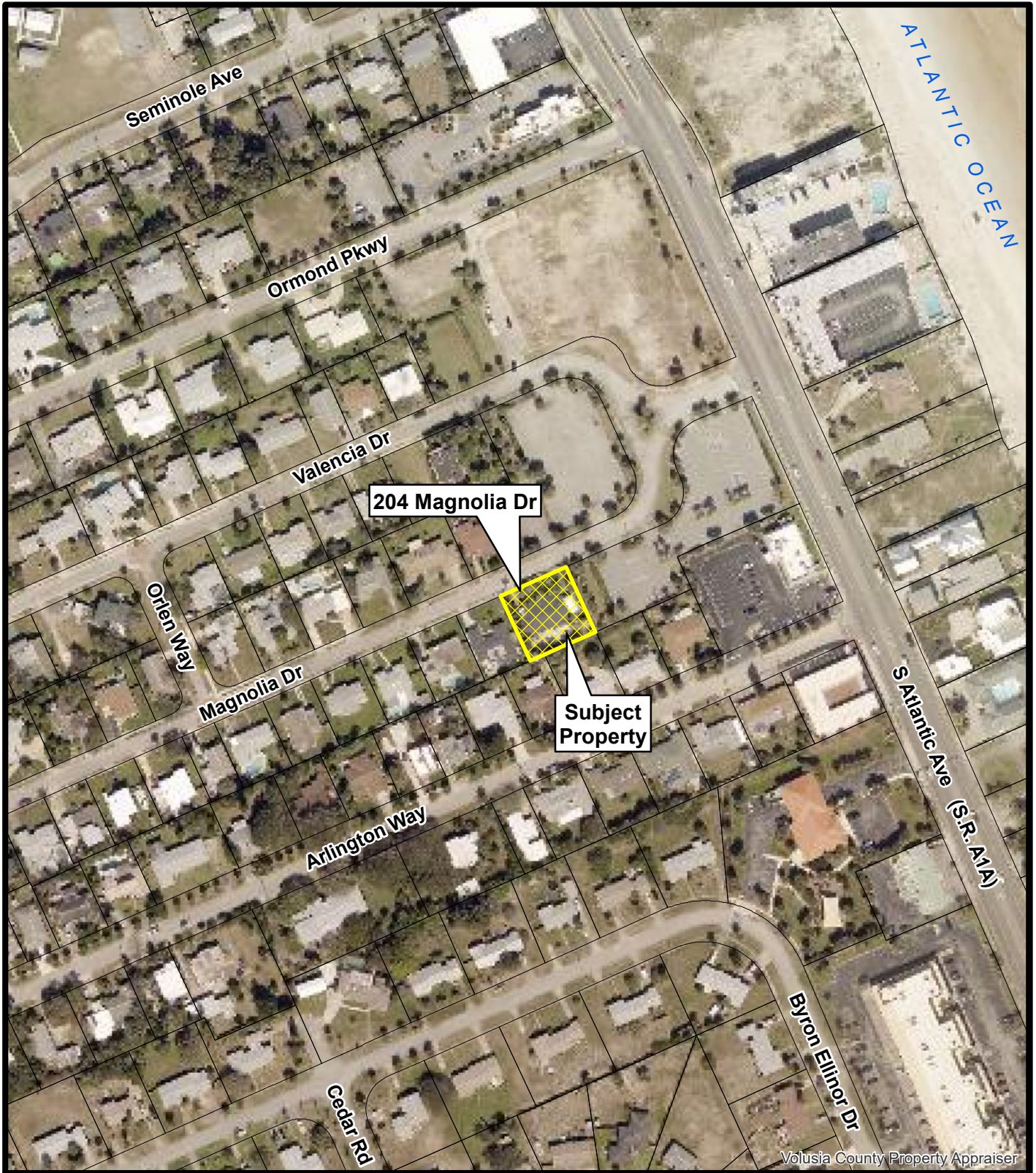
Location and Aerial Maps



LOCATION MAP
204 MAGNOLIA DR (4214-20-02-0011)

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



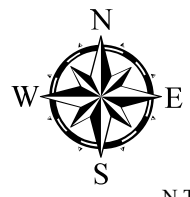


Volusia County Property Appraiser



AERIAL MAP
204 MAGNOLIA DR (4214-20-02-0011)

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



N.T.S.

ATTACHMENT 3

Sections 2-02 and 2-15 of
the City of Ormond Beach
Land Development Code

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	PMUD, Planned Mixed Use Development
Recreation Open Space And Conservation	SE, Special Environmental
REA, Rural Estate/Agriculture	REA, Rural Estate Agriculture
RR, Rural Residential	RR, Rural Residential
SLDR, Suburban Low Density Residential	SR, Suburban Residential
	PRD, Planned Residential Development
LDR, Low Density Residential	R-1, Residential Estate
	R-2, Single-Family Low Density
	R-2.5, Single-Family Low-Medium Density
	R-3, Single-Family Medium Density
	PRD, Planned Residential Development

MDR, Medium Density Residential	R-3, Single-Family Medium Density
	NP, Neighborhood Preservation
	R-4, Single-Family Cluster and Townhouse
	R-5, Multifamily Medium Density
	R-6, Multifamily Medium-High Density
	T-1, Manufactured/Mobile Home
	T-2, Manufactured Home
PRD, Planned Residential Development	
HDR, High Density Residential	T-1, Manufactured/Mobile Home
	R-6, Multifamily Medium-High Density
	PRD, Planned Residential Development
ROR, Residential, Office, Retail	B-1, Professional Office/Hospital
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development

General Commercial	B-2, Neighborhood Commercial
	B-3, Reserved
	B-4, Central Business
	B-8, Commercial
	PBD, Planned Business Development
Tourist Commercial	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	PRD, Planned Residential Development
	PBD, Planned Business Development
Low Intensity Commercial	B-1, Professional Office—Hospital
	B-4, Central Business
	B-5, Service Commercial
	B-6, Oceanfront Tourist Commercial
	B-7, Highway Tourist Commercial
	B-8, Commercial
	B-9, Boulevard
	B-10, Suburban Boulevard
	PBD, Planned Business Development

Heavy Intensity Commercial	B-5, Service Commercial
	PBD, Planned Business Development
Industrial/Utilities	I-1, Light Industrial
	I-2, Reserved
	PID, Planned Industrial Development

(Ord. No. 2011-17, § 1, 7-5-2011; Ord. No. 2015-11, § 1, 4-7-2015; Ord. No. 2015-16, § 2, 4-21-2015)

Sec. 2-15. R-3, Single-Family Medium Density Zoning District.

A. PURPOSE:		The purpose of the Single-Family Medium Density (R-3) Zoning District is to stabilize and protect the residential characteristics of existing medium density, single-family neighborhoods and to promote and encourage a suitable environment for family life.																										
B. DIMENSIONAL STANDARDS																												
1. Density	2. Maximum Building Height	3. Maximum Building Coverage	4. Maximum Impervious Lot Coverage	5. Minimum Lot Size	6. Minimum Lot Width	7. Minimum Lot Depth	8. Minimum Perimeter	9. Setbacks																				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody																
5.05 units per acre	30'	35%	75%	8,625 SF	75'	115'	None	25'	20'	8' total 20'	20'	30'																
C. PERMITTED USES			D. CONDITIONAL USES			E. SPECIAL EXCEPTION USES			F. OTHER STANDARDS																			
1. Community Residential Home 2. Dwelling, Singe-Family—Detached 3. School, Public			1. Adult Family Care Home 2. Assisted Living 3. Cemetery 4. Family Day Care Home 5. Foster Home 6. Group Home 7. Parks and Recreation Facilities, Private 8. Parks and Recreation Facilities, Public 9. Public Facilities 10. Public Utilities 11. Telecommunication Tower or Antenna, Camouflaged 12. Water Survival Instruction 13. Wind Energy System			1. Adult Day Care 2. Bed and Breakfast Inn 3. Child Care Facilities 4. Historic Preservation Mixed Use 5. House of Worship 6. Nursing Home 7. School, Private			All development must comply with setback requirements: 1. Wetlands (chapter 3, article II). 2. Special corridors and buffer requirements (chapter 3, article I). 3. See conditional and special exception regulations (chapter 2, article IV). 4. Use of dwelling units for transient lodging is prohibited in order to protect and maintain the residential character of the zoning district. 5. Single-family residential buildings shall have the following minimum floor area: <table><tr><th>Type</th><th>1-Story</th><th>Split Level</th><th>2-Story</th></tr><tr><td>A</td><td>1,500 SF</td><td>1,800 SF</td><td>2,100 SF</td></tr><tr><td>B</td><td>1,350 SF</td><td>1,650 SF</td><td>2,000 SF</td></tr><tr><td>C</td><td>1,150 SF</td><td>1,400 SF</td><td>1,750 SF</td></tr></table> The required minimum building square footage for residential structures with a "C" zoning suffix (as shown on the official zoning map), may be reduced by 15% where the chief building official finds that the proposed building is to be occupied by residents which qualify for assistance as low- to medium-income as defined by the United States Department of Housing and Urban Development.				Type	1-Story	Split Level	2-Story	A	1,500 SF	1,800 SF	2,100 SF	B	1,350 SF	1,650 SF	2,000 SF	C	1,150 SF	1,400 SF	1,750 SF
Type	1-Story	Split Level	2-Story																									
A	1,500 SF	1,800 SF	2,100 SF																									
B	1,350 SF	1,650 SF	2,000 SF																									
C	1,150 SF	1,400 SF	1,750 SF																									
G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principal uses, provided that such uses conform to the regulations set forth in chapter 2, article III.																												
H. SPECIAL STANDARDS:																												
Nonconformance: Single-family residential lots located within this district and having a minimum lot area of 7,500 square feet, a minimum width of 75', and are located in areas of the city where established street patterns and lot configurations are generally consistent with the 75'/7,500 square foot standard, shall be deemed to be conforming lots, subject to the setback and buffer requirements of Ordinance No. 78-35, as existed on December 31, 1991. Parcels within such districts may be divided into lots having minimum lot areas of 7,500 square feet and minimum widths of 75', provided the structure on each lot meets the setback and buffer requirements of Ordinance No. 78-35. However, where the recorded plat or covenants indicate front yards in excess of current city standards for principal buildings, said plat or covenants shall first be properly amended prior to the issuance of a building permit.																												
Approved Plats: Setbacks that are less restrictive than the standards listed above are acceptable, provided that they are either shown on the approved plat or a less restrictive standard was in place at the time of recording the original plat.																												

(Ord. No. 2013-11, § 2, 2-5-2013; Ord. No. 2013-13, § 8, 2-5-2013)

DRAFT

**Planning Board minutes
from**

May 11, 2023

ITEM:

FLUM-2023-036

204 Magnolia Drive, Future Land Use
Map Amendment

V. APPROVAL OF MINUTES

April 13, 2023

Chairman Thomas asked if there were any corrections to the April 13, 2023 minutes. Mr. Jorczak moved to approve the April 13, 2023 Minutes.

Hearing none, vote was called, and the minutes were unanimously approved (6-0).

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker stated that the aforementioned possibility of a second Planning Board meeting in June to discuss Tomoka Reserve will likely be discussed at the July 13, 2023 Planning Board meeting. They will be resubmitting their application for review. He continued that Planning Board items that are now being funneled through the City Commission next Tuesday are Tymber Creek Apartments after their continuance, RidgeHaven and 1755 N. U.S. Highway 1 - Impact Fees.

VII. PUBLIC HEARINGS

A. FLUM 2023-036, 204 Magnolia Drive, Future Land Use Map Amendment

Ms. Becky Weedo, Senior Planner, explained that FLUM 2023-036, is an administrative request for a Small-Scale Comprehensive Plan Land Use Map amendment for a ±0.241-acre property located at 204 Magnolia Drive, from City "Public/Institutional" (P/I) to City "Low Density Residential" (LDR). The request is to correct an inconsistency with the adopted zoning district of R-3 (Single-Family Medium Density). There is a single-family home on the site built in 1953 per the Volusia County Property Appraiser's records. The "Public/Institutional" Future Land Use designation does not allow dwelling units.

Ms. Weedo delivered background on the amendment and elaborated on the former Peninsula Medical Center which was originally located where now 264 and 300 South Atlantic Avenue and 225 and 204 Magnolia Drive is. In 2004, a lot split was approved creating two separate properties. The second lot, 204 Magnolia Drive, was created specifically to continue the use of a single-family residence and allow the legal sale of the proposed lot containing the single-family home to an individual owner. Ms. Weedo explained that because the lot had been part of the hospital property prior to 2004, the Future Land Use was designated "Public/Institutional" and was never amended. Staff requests the amendment as a housekeeping matter to correct the inconsistency.

Ms. Weedo concluded that 204 Magnolia Drive is the only property on the street with a Public Institutional Future Land Use designation and is abutted by Low Density Residential, therefore staff recommends approval. Tentative City Commission dates are July 18, 2023 and August 1, 2023.

Chairman Thomas opened it up to the Board and entertained a motion.

Board Questions

Ms. Shull asked if it will affect the tax bill, in which Ms. Weedo answered that it would not and that everything will remain the same.

Ms. Shull motioned to approve FLUM 2023-036, 204 Magnolia Drive, Future Land Use Map Amendment. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

B. FLUM 2023-037, 901 Airport Road, Future Land Use Map Amendment

Ms. Becky Weedo, Senior Planner, explained that FLUM 2023-037, is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Small-Scale Comprehensive Plan Land Use Map amendment for a ±5.2-acre portion of property located at 901 Airport Road from Ormond Beach “Light Industrial/Utilities” to Ormond Beach “Open Space/Conservation”.

Ms. Weedo added that the property was identified as a candidate for the Volusia Forever program and was purchased by St. Johns River Water Management District (SJRWMD), County of Volusia and the City of Ormond Beach. The partnership for purchase of the property included: 1) St. John’s River Water Management District to ensure the ecological values of the property remains protected with a conservation easement over the land; 2) City of Ormond Beach to manage the park area; and 3) County of Volusia to retain joint ownership with the city. Ms. Weedo continued that since the property was purchased with Volusia Forever and St. John’s River Water Management District (SJRWMD) funds for the purpose of preserving the land as conservation and passive park purposes, the future land use of “Light Industrial/Utilities” is required to be changed to “Open Space/Conservation”. Ms. Weedo concluded that staff recommends approval, noting the tentative City Commission dates of July 18, 2023 and August 1, 2023.

Chairman Thomas opened it up to the Board and entertained a motion.

Board Questions

Ms. Shull inquired about if the zoning lasts forever. Ms. Weedo replied that it does and added that the land is environmentally sensitive and that there is an easement over the entire land so that it cannot be changed.

Mr. Jorczak asked what can be done with the property and if it could be used for biking and walking trails or if the City can develop further. Ms. Weedo replied that the land can be used for trails and any passive park features such as nature kiosks and benches. She confirmed that pavilions, building or structures are not allowed.

Mr. Galloway motioned to approve FLUM 2023-037, 901 Airport Road, Future Land Use Map Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

C. ZMA 2023-038, 901 Airport Road, Zoning Map Amendment

Ms. Becky Weedo, Senior Planner, explained the joint request from the City of Ormond Beach and the County of Volusia is for an administrative Zoning Map amendment for a ±18.6-acre property located at 901 Airport Road, from Ormond

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.J
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-43	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	901 Airport Road, Comprehensive Plan Land Use Map Amendment (Small-Scale)			
Budget Impact:	There is no budget impact as the result of this land use amendment.			
Summary:	This is a joint request from the City of Ormond Beach and the County of Volusia, as property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for 5.2± acres of the overall property of 18.6± acres from "Light Industrial/Utilities" to "Open Space/Conservation" at 901 Airport Road. This property was recently purchased by the City of Ormond Beach, Volusia County and St. Johns River Water Management District.			
Recommended Action:	It is recommended the City Commission approve the Future Land Use map amendment for 5.2± acre of the overall property of 18.6± acres, located at 901 Airport Road, Volusia County parcel ID 4238-01-40-0010, from Ormond Beach "Light Industrial/Utilities" (LI/U) to Ormond Beach "Open Space/Conservation" (OS/C). The Planning Board recommended approval of the amendment by a 6-0 vote. If approved, City Staff will transmit the land use amendment to the Volusia County Growth Management Commission (VGMC) and the state Department of Economic Opportunity (DEO).			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval: Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager 6/7/2023 6/15/2023  				

Joyce Shanahan, City Manager

6/19/2023





CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: 901 Airport Road, Comprehensive Plan Land Use Map Amendment (Small-Scale)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a joint request from the City of Ormond Beach and the County of Volusia, as property owners, for a Small-Scale Comprehensive Plan Land Use Map amendment for 5.2± acres of the overall property of 18.6± acres from “Light Industrial/Utilities” to “Open Space/Conservation” at 901 Airport Road. This property was recently purchased by the City of Ormond Beach, Volusia County and St. Johns River Water Management District.

Background

The subject property located at 901 Airport Road, is jointly owned by the City of Ormond Beach and the County of Volusia. The property is 18.6± acres with two different existing Future Land Use designations: (1) Light Industrial/Utilities (5.2± acres) and (2) Open Space/Conservation (13.4± acres).

The property at 901 Airport Road was purchased by the Volusia Forever Program, St. Johns River Water Management District (SJRWMD), and the City of Ormond Beach. The partnership for the purchase of the property included: (1) St. Johns River Water Management District (SJRWMD) to ensure the ecological values of the property remains protected with a conservation easement over the land, (2) City of Ormond Beach to retain joint ownership and manage the park area, and (3) County of Volusia to retain joint ownership with the City.

Discussion

The property at 901 Airport Road is connected to the Riverbend Nature Park off of Airport Road. The property creates and expands upon the area’s passive, conservation-compatible recreational activities available for the public to enjoy. Since

the property was purchased with Volusia Forever and SJRWMD funds for the purpose of preserving the land for conservation and passive park purposes, the future land use of “Light Industrial/Utilities” is required to be changed to “Open Space/Conservation”.

Planning Board review: The Planning Board reviewed the land use map amendment at the May 11, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this agenda packet item.

Budget Impact

There is no budget impact as the result of this land use amendment.

Citizen Impact

There is no negative citizen impact anticipated with this land use map amendment. The amendment aligns the property’s land use with the intention for the preservation of the parcel and allowance of passive park activities.

Recommendation

It is recommended the City Commission approve the Future Land Use map amendment for 5.2± acre of the overall property of 18.6± acres, located at 901 Airport Road, Volusia County parcel ID 4238-01-40-0010, from Ormond Beach “Light Industrial/Utilities” (LI/U) to Ormond Beach “Open Space/Conservation” (OS/C). The Planning Board recommended approval of the amendment by a 6-0 vote. If approved, City Staff will transmit the land use amendment to the Volusia County Growth Management Commission (VGMG) and the state Department of Economic Opportunity (DEO).

Attachments:

1. 23-43 901 Airport Road, land use amendment (P23-0116G)
2. Exhibit A, 901 Airport legal description
3. Exhibit B, 901_Airport_Rd_AMEND_FLU_ACRES
4. #23-037, 901 Airport Rd, land use, PB Staff Report Pkg

Approvals:



Kelly McGuire, Finance Director

Date: June 07, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

ORDINANCE NO. 2023-43

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ORMOND BEACH BY AMENDING THE FUTURE LAND USE MAP TO CHANGE THE DESIGNATION OF A PORTION OF ONE PARCEL OF REAL PROPERTY TOTALING 5.2± ACRES LOCATED AT 901 AIRPORT ROAD (VOLUSIA COUNTY PARCEL NUMBER: 4238-01-40-0010) FROM “LIGHT INDUSTRIAL/UTILITIES” TO “OPEN SPACE/ CONSERVATION”; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the County of Volusia and the City of Ormond Beach (“Property Owners”) are the fee simple owners of certain real property consisting of approximately 18.6 acres located at 901 Airport Road (Volusia County parcel number: 4238-01-40-0010), which is legally described and depicted in Exhibit “A” (“Property”) attached hereto and incorporated herein, and

WHEREAS, a portion of the Property, totaling 5.2± acres, has a Future Land Use Map designation of “Light Industrial/Utilities”, which the Property Owners desire to amend to “Open Space/Conservation” based on a joint purchase to preserve the Property, and

WHEREAS, the remaining portion of the Property, totaling 13.4± acres, has an existing Future Land Use Map designation of “Open Space/Conservation”, and

WHEREAS, the County of Volusia has submitted an application to amend the City’s Comprehensive Land Use Plan (“*Comprehensive Plan*”) by changing the Future Land Use Map designation for a portion of the Property, totaling 5.2± acres, located at 901 Airport Road (Volusia County parcel number: 4238-01-40-0010), said parcel being legally described and depicted in Exhibit “A” attached hereto and incorporated herein by reference, from “Light

Industrial/Utilities” (LI/U) to “Open Space/Conservation” (OS/C) as depicted on Exhibit “B” attached hereto and incorporated herein by reference, and

WHEREAS, the City Commission has approved Ordinance No. 90-36, as subsequently amended, adopting a *Comprehensive Plan* in accordance with Part II, Chapter 163, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment involves a use of fifty (50) acres or less, and

WHEREAS, the proposed *Comprehensive Plan* amendment does not involve a text change to the goals, policies, and objectives of the City's *Comprehensive Plan*, but only proposes a land use change to the Future Land Use Map for small scale development activity, and

WHEREAS, the proposed *Comprehensive Plan* amendment is not located within an area of critical state concern, and

WHEREAS, the Planning Board, as the City’s local planning agency, duly held a public hearing, with due public notice, and recommends approval of the proposed *Comprehensive Plan* amendment, and

WHEREAS, the City Commission has conducted public hearings on the proposed *Comprehensive Plan* amendment, as described in §163.3187, *Florida Statutes*, and

WHEREAS, the City Commission finds that approval of the proposed *Comprehensive Plan* amendment will preserve the internal consistency of the City's *Comprehensive Plan* pursuant to §163.3177, *Florida Statutes*, and

WHEREAS, the proposed *Comprehensive Plan* amendment shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein by reference as the legislative findings of the Ormond Beach City Commission.

SECTION TWO. The future land use designation of a portion of one parcel of real property located at 901 Airport Road, Ormond Beach, Florida (Volusia County parcel number: 4238-01-40-0010), as legally described and depicted in Exhibit “A” and the Future Land Use Map of the City of Ormond Beach *Comprehensive Plan* attached hereto, is changed from “Light Industrial/Utilities” to “Open Space/Conservation”, for approximately 5.2± acres, as described and depicted in Exhibit “B”.

SECTION THREE. In order to make the City of Ormond Beach Comprehensive Plan, as hereby amended, available to the public, a certified copy of the enacting Ordinance, as well as certified copies of the City of Ormond Beach Comprehensive Plan and the amendments thereto, shall be located in the Planning Department of the City of Ormond Beach. The Planning Director shall also make copies available to the public for a reasonable reproduction charge.

SECTION FOUR. The Planning Director is hereby authorized and directed to transmit copies of this Ordinance, and the public hearing notice within ten (10) business days of

the date of approval hereof, to the Volusia County Growth Management Commission in accordance with Section 202.3 of the Charter of Volusia County, Florida; and to the Florida Department of Economic Opportunity, and any other person or entity requesting a copy.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. Pursuant to §163.3187(5)(c), *Florida Statutes*, the effective date of this *Comprehensive Plan* amendment shall be 31 days after the adoption of this ordinance (September 1, 2023); provided, however, that if challenged within 30 days after adoption (August 31, 2023), this *Comprehensive Plan* amendment shall not become effective until the Department of Economic Opportunity or the Administration Commission, if applicable, issues a final order determining that the adopted small scale development amendment is in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and pursuant to Section 202.3 of the Charter of Volusia County, Florida, will become final upon a certification of consistency from the Volusia Growth Management Commission.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

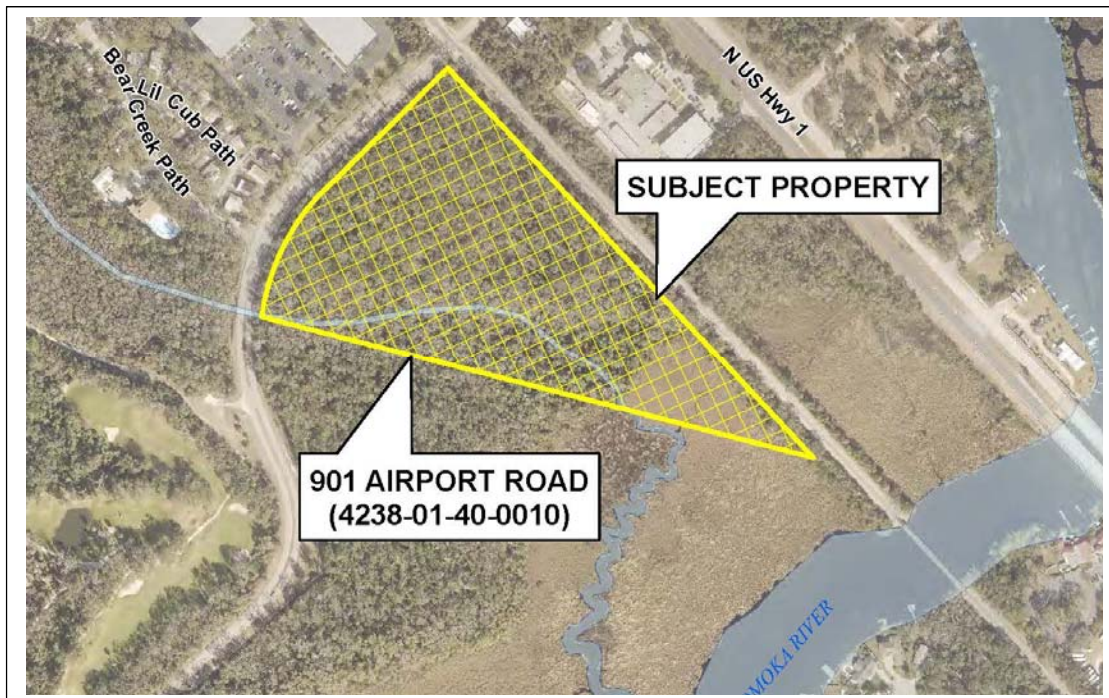
EXHIBIT “A”

Legal Description

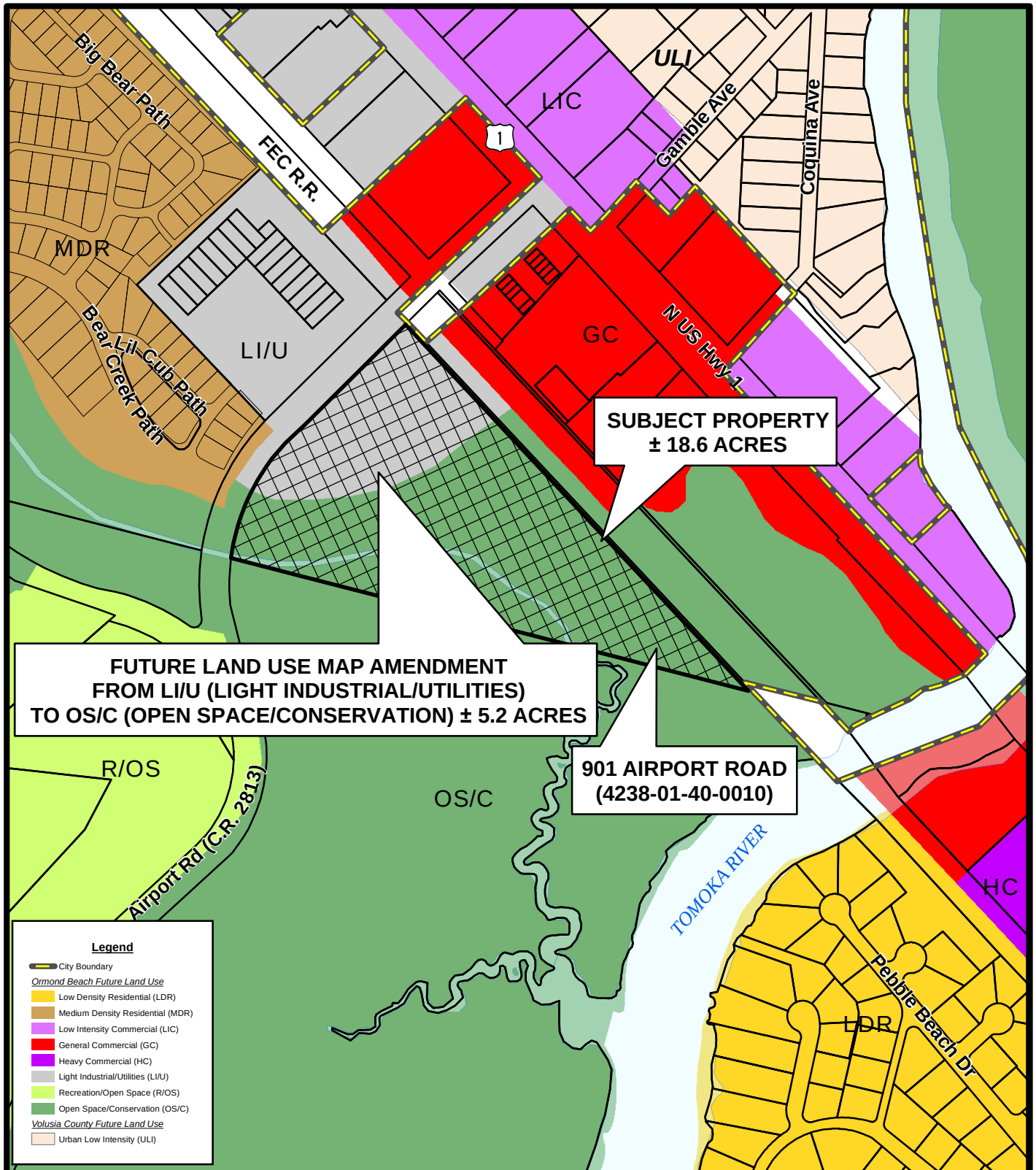
(From Warranty Deed at Book 8356, Page 2114)

A portion of The George Anderson Grant, Section 38, Township 14 South, Range 32 East, Volusia County, Florida; being more particularly described as follows: From the Southwest corner of said Section 38, as a point of reference, run S 75°43'17" E along the Southerly line of said Section 38, a distance of 4449.69 feet to a found iron rod; thence departing said Southerly line N 46°55'33" E a Distance of 930.39 feet, thence continuing N 46°55'33" E, a distance of 565.00' to the Southwesterly right of way of the Florida East Coast Railway, a 120' right of way, thence along said railroad right of way S 43°01'53" E, a distance of 597.75' to the right of way of Airport Road, a 100' right of way as now laid out, thence continue S 43°01'53" E, a distance of 100' across said road right of way to the point of beginning. Thence continue S 43°01'53" E along said railroad right of way a distance of 1633.56' to an intersection with the Southerly line of the said Section 38, thence N 75°43'17" W, a distance of 1754.56' to the apparent East right of way of Airport Road a 100' right of way as now laid out, thence run Easterly along the South right of way of Airport Road to the point of beginning. 18.6 acres more or less.

Location Map

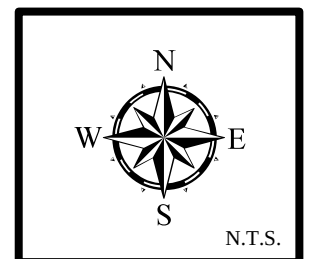


PARCEL ID:	4238-01-40-0010
OWNER:	COUNTY OF VOLUSIA & CITY OF ORMOND BEACH
SITE ADDRESS:	901 AIRPORT ROAD, ORMOND BEACH, FL 32174



PROPOSED FUTURE LAND USE MAP
901 AIRPORT ROAD
(4238-01-40-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 9, 2023



STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: May 11, 2023

SUBJECT: 901 Airport Road – Volusia County Parcel ID: 4238-01-40-0010 - Small-Scale Future Land Use Map Amendment

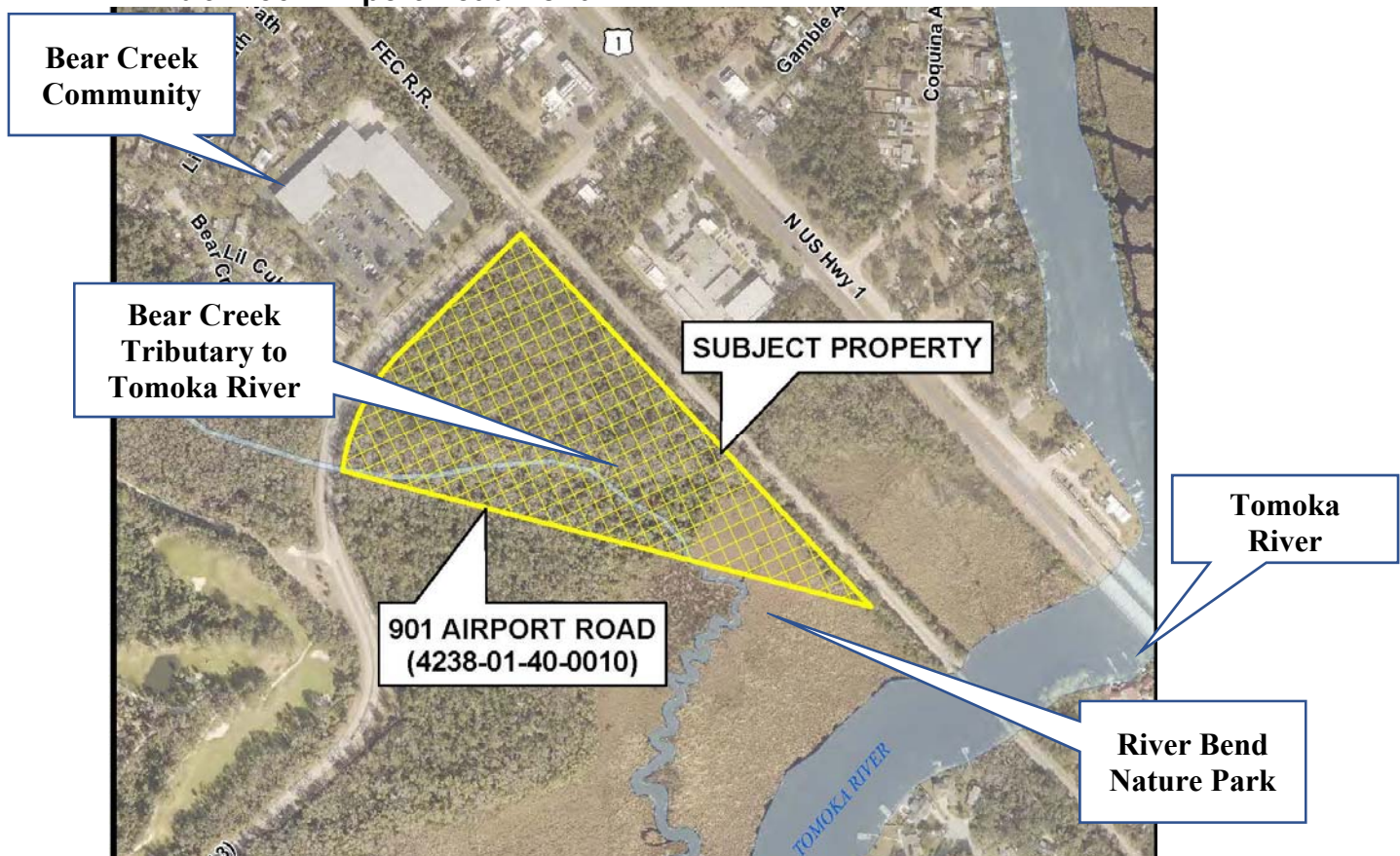
APPLICANT: City of Ormond Beach and County of Volusia

NUMBER: FLUM 2023-037

PROJECT PLANNER: Becky Weedo, AICP, CFM, Senior Planner

INTRODUCTION: This is a joint request from the City of Ormond Beach and the County of Volusia for an administrative Small-Scale Comprehensive Plan Land Use Map amendment for a ±5.2-acre portion of property located at 901 Airport Road (Volusia County parcel 4238-01-40-0010) from Ormond Beach “Light Industrial/Utilities” to Ormond Beach “Open Space/Conservation”. The subject property is shown in Exhibit 1:

Exhibit 1: 901 Airport Road Aerial:



BACKGROUND: The subject property located at 901 Airport Road, is jointly owned by the City of Ormond Beach and the County of Volusia. The property is ± 18.6 acres with two different existing Future Land Use designations:

- 1) Light Industrial/Utilities, (5.2 $\pm$ acres) and
- 2) Open Space/Conservation (13.4 $\pm$ acres).

In November 2021, Volusia County mailed letters to local jurisdictions seeking interest in participating in the Volusia Forever Program. Volusia Forever is a voter-approved and taxpayer-funded program created in 2000 and extended in 2020. The mission of the Volusia Forever Program is to: Finance the acquisition and improvement of environmentally sensitive, water resource protection, and outdoor recreation lands, and to manage these lands as conservation stewards in perpetuity.

The property at 901 Airport Road was purchased by the Volusia Forever Program, St. Johns River Water Management District (SJRWMD), and the City of Ormond Beach. The partnership for purchase of the property included: 1) St. Johns River Water Management District to ensure the ecological values of the property remains protected with a conservation easement over the land; 2) City of Ormond Beach to manage the park area; and 3) County of Volusia to retain joint ownership with the city.

The property at 901 Airport Road is connected to the Riverbend Nature Park off of Airport Road. The property creates and expands upon the area's passive, conservation-compatible recreational activities available for the public to enjoy. Since the property was purchased with Volusia Forever and SJRWMD funds for the purpose of preserving the land as conservation and passive park purposes, the future land use of "Light Industrial/Utilities" is required to be changed to "Open Space/Conservation".

The proposed land use amendment schedule of the subject property is as follows:

Exhibit 2: Tentative land use amendment schedule:

Action	Date
Planning Board	May 11, 2023
City Commission 1 st Reading	July 18, 2023
City Commission 2 nd Reading	August 1, 2023
Transmit to Volusia County Growth Management Commission and adjoining jurisdictions	August 7, 2023
Transmit Courtesy Copy to Florida Department of Economic Opportunity (DEO)	August 7, 2023

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the existing "Light Industrial/Utilities" (LI/U) land use category for ± 5.2 acres:

Purpose: To provide for the location of light industrial operations and similar uses and would generally include the I-1 (Light Industrial) type of development as stipulated in the zoning district regulations. This land use category also includes areas of the City which will be used for public utilities such as water and wastewater treatment plants, water tanks, and power stations and transit.

Density: Not permitted.

Maximum FAR: 0.8

The Future Land Use Element of the Comprehensive Plan provides the following purpose, density and maximum floor area ratio for the proposed "Open Space/Conservation" land use category:

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts

Density: Not permitted.

Maximum FAR: 0.5

ANALYSIS:

The requested land use amendment seeks to change approximately 5.2 acres of the land use designation of the subject property from Ormond Beach "Light Industrial/Utilities" to Ormond Beach "Open Space/Conservation" on the future land use map, see Attachment 1. The intended use of the property is for land preservation and passive park use. This land area now has a St. Johns River Water Management District conservation easement to ensure the ecological values of the property remains protected.

Policy 2.5.2. of the Future Land Use Element of the Comprehensive Plan provides the criteria listed below to review land use amendments:

1. Whether the future land use amendment is consistent with the Comprehensive Plan Goals, Objectives and Policies.

The proposed future land use amendment is consistent with the intended use of the property and the Goals, Objectives, and Policies of the Comprehensive Plan, including but not limited to:

GOAL 1. WATERSHEDS, LAKES AND RIVERS	THE CITY SHALL MAINTAIN AND, TO THE MAXIMUM EXTENT FEASIBLE, PROMOTE PROGRAMS TO ENHANCE THE FUNCTIONAL, AESTHETIC AND QUALITATIVE VALUE OF THE HALIFAX RIVER, THE TOMOKA RIVER, THEIR MAJOR TRIBUTARIES, AND ARTIFICIALLY CONSTRUCTED LAKES.
Conservation Element	

Objective 1.3 INTERGOVERNMENTAL COORDINATION Conservation Element	The City shall continue to promote intergovernmental coordination to maintain or improve the water quality, water quantity, recreational, fish, and wildlife resource values of the Halifax River, the Tomoka River, and their tributaries.
POLICY 1.6.1. Conservation Element	All rezoning shall be compatible with the objective of protecting wildlife and the environment consistent with the Comprehensive Plan.
GOAL 1. RECREATION AREAS AND FACILITIES Recreation and Open Space Element	PROVIDE AN ACCEPTABLE QUALITY, QUANTITY, AND VARIETY OF ACTIVE AND PASSIVE RECREATION AREAS AND FACILITIES NECESSARY TO MEET THE EXISTING AND FUTURE RECREATIONAL NEEDS OF ALL THE CITY'S RESIDENTS AND OF ITS VISITORS
POLICY 1.1.2 Recreation and Open Space Element	Parks and recreational facilities shall be located throughout the City to allow access opportunities to all segments of the population.
POLICY 1.1.4. Recreation and Open Space Element	The City shall continue to acquire the appropriate acreage for neighborhood and community park and recreation sites to meet its level-of-service standards when necessary.
OBJECTIVE 1.3. LAND USE COMPATIBILITY Recreation and Open Space Element	Balance the functioning value of the natural environment so there is an optimum combination of aesthetic, ecological, and recreation values.

2. Whether the proposed plan amendment meets the criteria established in the Florida Statutes.

In accordance with Chapter 163.3187(1), Florida Statutes, any local government Comprehensive Plan amendments directly related to proposed small-scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local Comprehensive Plan. A small-scale development amendment may be adopted only under the following conditions:

a. The proposed amendment involves a use of 50 acres or fewer.

The proposed amendment is 5.2± acres (less than 50 acres).

b. The proposed amendment does not involve a text change to the goals, policies, and objectives of the local government's Comprehensive Plan, but only proposes a land use change to the future land use map for a site-specific small-scale development activity. However, text changes that relate

directly to, and are adopted simultaneously with, the small-scale future land use map amendment shall be permissible under this section.

The proposed amendment is solely to the Future Land Use Map and does not propose any text amendments to the City's Comprehensive Plan.

- c. The property that is the subject of the proposed amendment is not located within an area of critical state concern, unless the project subject to the proposed amendment involves the construction of affordable housing units meeting the criteria of s. 420.0004(3), and is located within an area of critical state concern designated by s. 380.0552 or by the Administration Commission pursuant to s. 380.05(1).**

This criterion is not applicable as the site location is not located within an area of state critical concern.

3: Whether the land use is an appropriate use of the land.

The adjacent land use designations and zoning classifications are shown in Exhibit 3 below:

Exhibit 3: Land use and zoning designations:

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	Future Land Use Designation	Zoning Classifications
North	Bear Creek Mobile Home Community Park and Business Park	City "Medium Density Residential" and "Light Industrial/Utilities"	City T-1 (Manufactured Home Community) and I-1 (Light Industrial)
South	Tomoka River and River Bend Nature Park	City "Open Space/Conservation"	City SE (Special Environmental)
East	FEC RR	City "Open Space/Conservation" and "Light Industrial/Utilities"	City I-1 (Light Industrial)
West	Riverbend Nature Park	City "Open Space/Conservation"	City SE (Special Environmental)

The passive park and the preservation of land are appropriate uses and are compatible with the surrounding uses.

4. Whether there is adequate infrastructure to serve the proposed land use.

The analysis of infrastructure needs for a comprehensive plan amendment is different from a concurrency review for a site plan. Impact analysis examines the maximum expected impacts of the current designation versus the requested designation based on a preliminary development scenario. It should be noted that since the property has a conservation easement over the land, no active recreation or structures are allowed.

The property was purchased specifically for land preservation and a passive park in perpetuity.

Exhibit 4: Impact analysis:

Size of parcel to be amended:	5.2± acres	
Allowed entitlements	Existing LI/U land use	Proposed OS/C
Maximum density (residential) per acre	0 (Not Permitted)	0 Not Permitted)
Maximum floor area ratio	0.8	0.2 ⁽¹⁾
Note: Due to the conservation easement over the entire property, no buildings or development will be allowed. This is an analysis of the theoretical scenarios for comparison purposes only.		

Existing Land Use	Acreage	Maximum Theoretical Density	Maximum Theoretical Square Footage
Existing "LI/U"	226,512 square feet or 5.2 acres	0	181,209.6 square feet
Proposed Land Use	Acreage	Maximum Theoretical Density	Maximum Theoretical Square Footage
Proposed "OS/C"	226,512 square feet or 5.2 acres	0	45,302.4 square feet
Changes in maximum density:		0	
Changes in FAR:		-135,907.2 square feet	

The existing and proposed land use allows a theoretical maximum of 0 residential units. There is a reduction of approximately 135,907 square feet going from the existing "Light Industrial/Utilities" land use to the proposed "Open Space/Conservation" land use.

Water and Sewer: The City operates a single water treatment plant having a permitted and rated capacity remaining at 12 Million Gallons per Day (MGD). The existing wastewater treatment plant is currently permitted for a rated capacity of 8 MGD for wastewater influent flow from the sanitary sewer collection system.

The proposed water and sewer impact of a maximum development scenario is shown in Exhibit 5 as follows:

EXHIBIT 5: Water and sewer impact analysis:

Future Land Use	Maximum Water Usage ⁽¹⁾	Maximum Sewer Usage ⁽²⁾
Existing "Light Industrial/Utilities"	27,180	23,103
Proposed "Open Space/Conservation"	6,795	5,776
Totals:	-20,385	-17,327
Notes: (1) Commercial flow estimates per 150 gallons per day per 1,000 square feet (2) Commercial/Industrial sewer = Water gallons per day X 85%		

The theoretical impact would be a decrease of 20,385 gallons of water and 17,327 gallons of sewer per day. The existing property has a conservation easement so there is no impact expected with the proposed Future Land Use amendment.

Traffic: Below is a summary of the theoretical maximum impacts of the current and proposed land uses:

EXHIBIT 6: Traffic impact analysis:

Existing		
Land Use	ITE land use category	Average Daily Trip Generation
"Light Industrial/Utilities"	#150 Warehousing ⁽¹⁾	645
Proposed		
Land Use	ITE land use category	Trip Generation
"Open Space/Conservation"	#411 City Park ⁽²⁾	10
NET REDUCTION		-635
(1) Maximum trip generation of 3.56 per 1,000 SF (Warehousing, ITE rate, 9 th Edition) (2) Maximum trip generation of 1.89 per acre (City Park, ITE rate, 9 th Edition).		

Stormwater Management: There is a management plan to be applied to this property and will include any stormwater management requirements. No impact is expected.

Solid Waste: There will be no impact to solid waste as a result of the proposed Future Land Use Map change.

Schools: There are no dwelling units allowed with the existing and proposed land uses. Therefore, there are no school impacts as the result of the proposed land use amendment.

Recreation: Ormond Beach has approximately 602 acres of park land and facilities and the proposed amendment would have no impact on the city recreation level of service. The project provides additional passive park and land preservation which was a high priority in the Park & Recreation Master Plan update.

Other Services: City police and fire protection services serve this area. The parcel is located within an approximate 4-5-minute response time from emergency facilities. There is no expected impact to other city services.

5. Whether the proposed map amendment impacts surrounding jurisdictions.

The proposed land use amendment is for land owned by the City of Ormond Beach and Volusia County with a SJRWMD conservation easement. This Future Land Use amendment is a good example of inter-governmental coordination. No impacts to surrounding jurisdictions are expected.

RECOMMENDATION:

Staff recommends that the Planning Board recommend **APPROVAL** of a Future Land Use map amendment for a ±5.2-acre property located at 901 Airport Road, Volusia County parcel ID 4238-01-40-0010, from Ormond Beach “**Light Industrial/Utilities**” to Ormond Beach “**Open Space/Conservation**”.

Attachments:

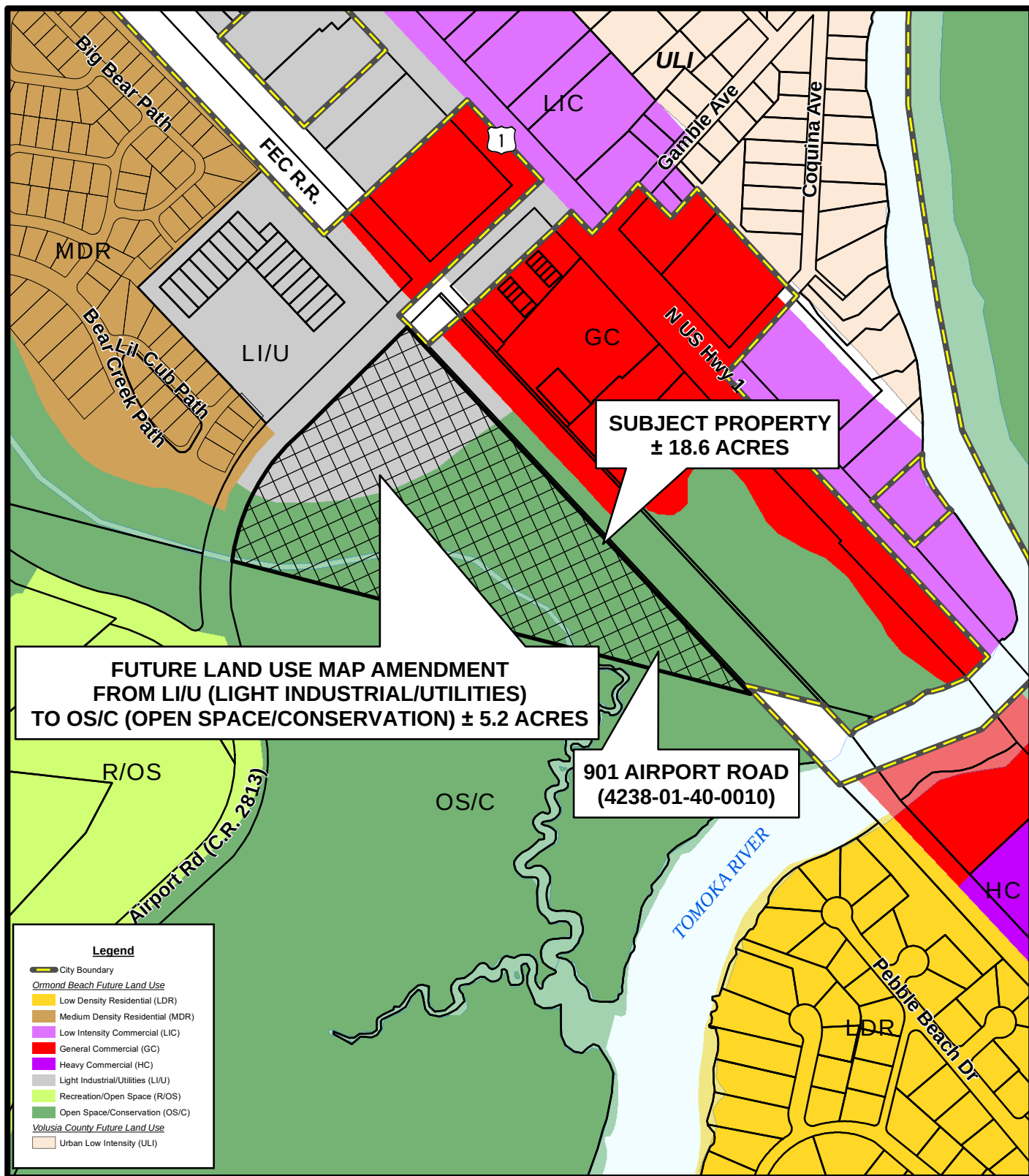
Attachment 1: Proposed Future Land Use map

Attachment 2: Location and Aerial Maps

Attachment 3: County of Volusia Application as co-owner of property

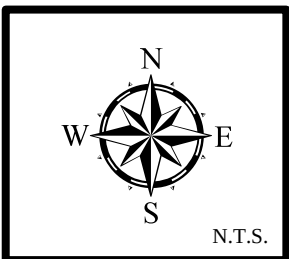
ATTACHMENT 1

Proposed Future Land Use Map



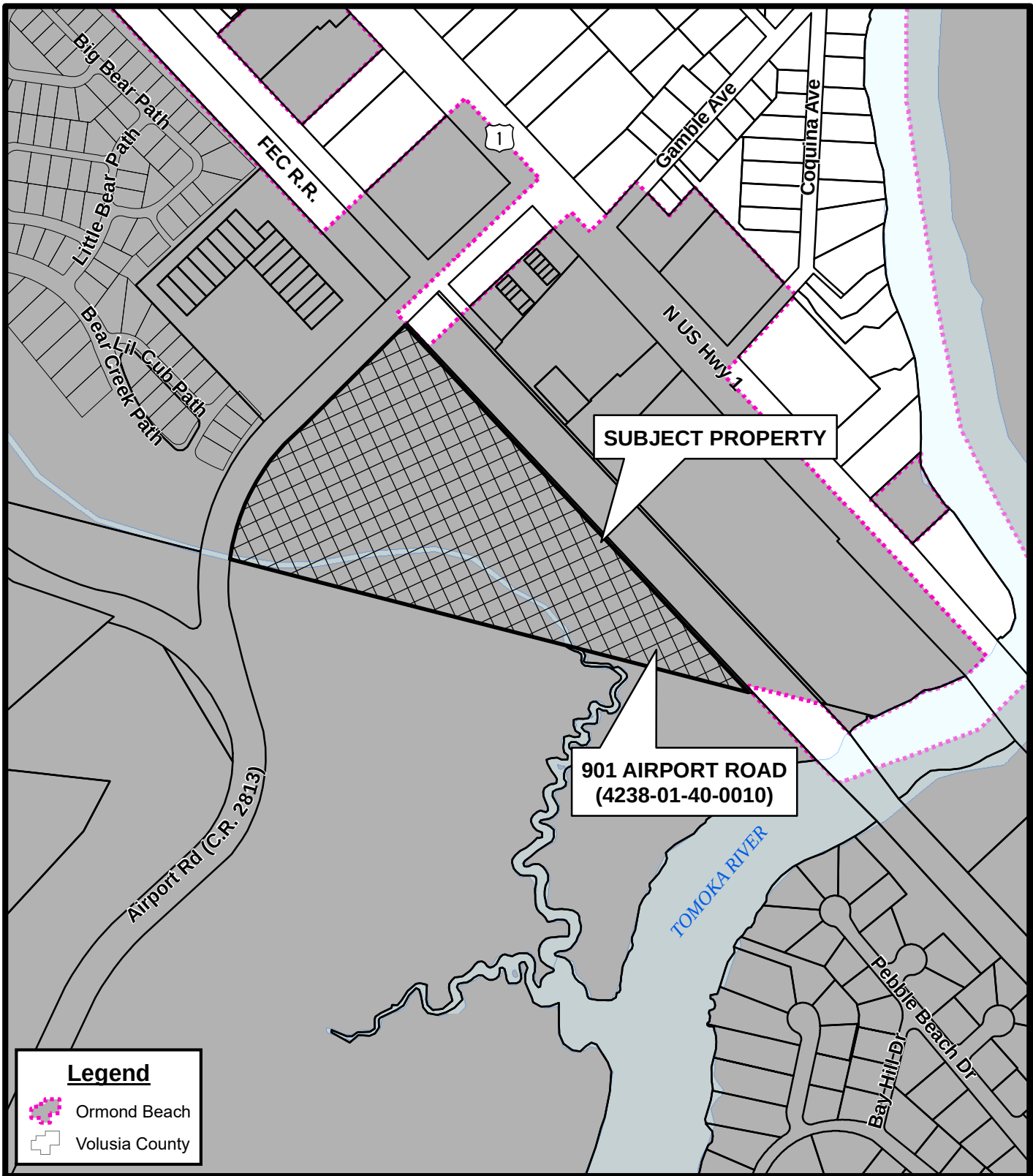
PROPOSED FUTURE LAND USE MAP
901 AIRPORT ROAD
(4238-01-40-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - March 9, 2023



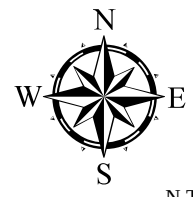
ATTACHMENT 2

Location and Aerial Maps

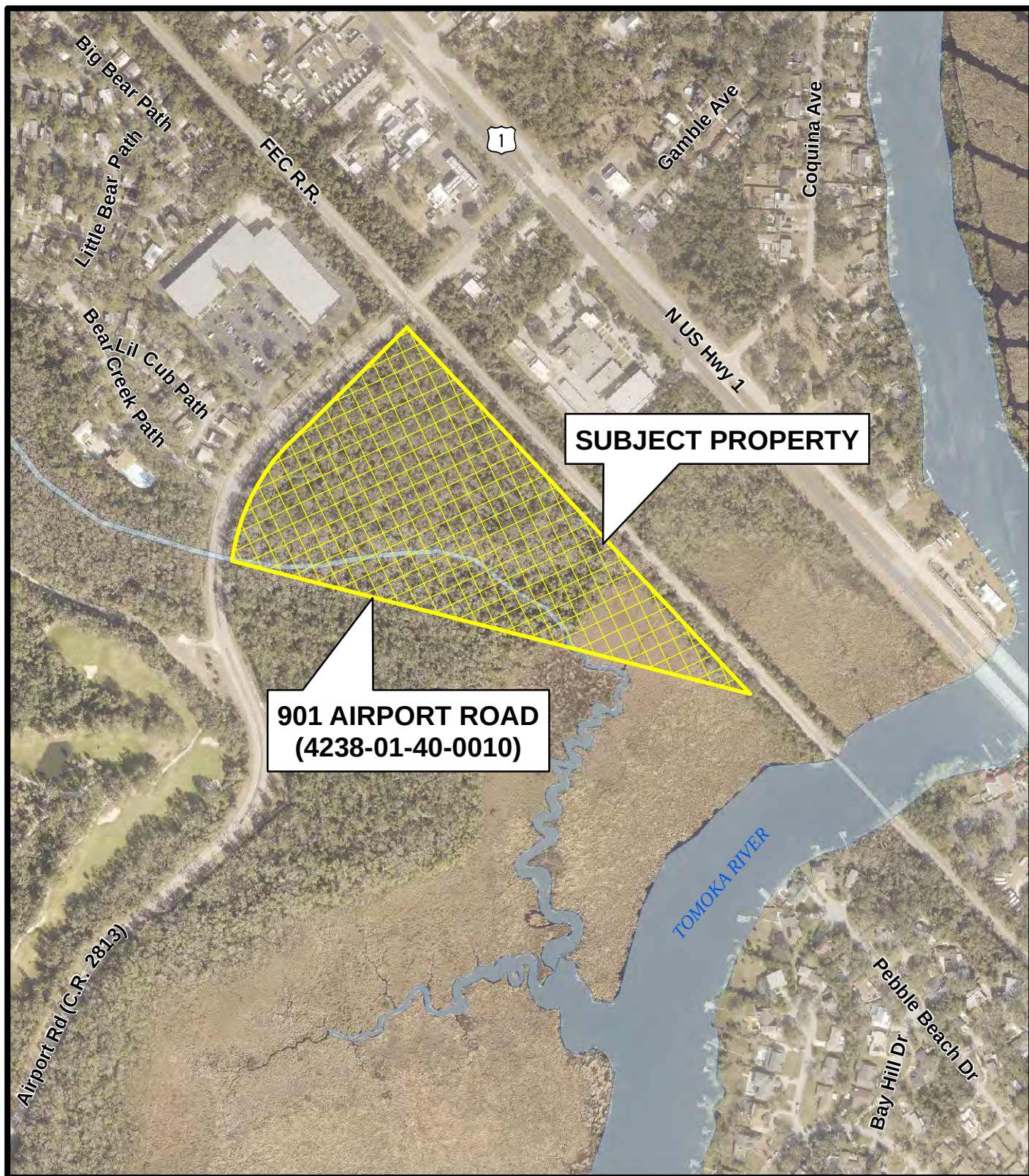


LOCATION MAP
901 AIRPORT ROAD
(4238-01-40-0010)

Prepared By: The City of Ormond Beach
G.I.S. Department - March 8, 2023

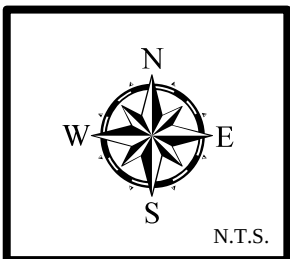


N.T.S.



AERIAL MAP
901 AIRPORT ROAD
(4238-01-40-0010)

Prepared By: The City of Ormond Beach
 G.I.S. Department - March 8, 2023



ATTACHMENT 3

County of Volusia Application



Updated October 1, 2021

City of Ormond Beach Public Hearing Application Fees

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☒	Comprehensive Plan, small area amendment	\$2,000 Fee waived	\$1,025	\$3,025
☐	Comprehensive Plan, large-scale amendment	\$2,000	\$2,250	\$4,250
☐	Concurrency, traffic impact analysis	\$3,000 (deposit)	NA	\$3,000
☐	Development of Regional Impact amendment	\$600	\$2,250	\$2,850
☐	Planned Development	\$2,500	\$2,400	\$4,900
☐	Planned Development, major amendment	\$1,000	\$2,400	\$3,400
☐	Regulatory amendment, zoning map, under 10 acres	\$1,500	\$850	\$2,350
☒	Regulatory amendment, zoning map, over 10 acres	\$1,500 Fee waived	\$1,650	\$3,150
☐	Regulatory amendment, LDC amendment	\$1,000	\$700	\$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	\$1,000	\$1,500	\$2,500
☐	Special Exception	\$850	\$850	\$1,700
☐	Special Exception, CRA	\$400	\$850	\$1,250
☐	Street vacation	\$500	\$1,925	\$2,425
☐	Subdivision, Preliminary plat	\$1,500 plus \$25 per lot	NA	\$1,500 plus \$25 per lot
☐	Subdivision, Final plat	\$1,000 plus \$25 per lot	\$350	\$1,350 plus \$25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
TOTALS:				



Updated October 1, 2021

City of Ormond Beach Public Hearing Application

Planning Department

22 South Beach Street, Room 104, Ormond Beach, FL 32174

(386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:*	CRA AND REZONING	*Complete fee sheet (page 3)
Project Name:	AIRPORT ROAD PASSIVE PARK	
Project Address:	901 AIRPORT ROAD	
Volusia County parcel number(s):	4238-01-40-0010	
Description:	1) FUTURE LAND USE AMENDMENT FROM LIGHT INDUSTRIAL / UTILITIES TO OPEN SPACE / CONSERVATION 5.2 ACRES 2) REZONING FROM LIGHT INDUSTRIAL TO SPECIAL ENVIRONMENTAL (18.6 ACRES)	
Pre-application date:		Pre-application waiver granted:

PROJECT COORDINATOR

Name:	TRISH SMITH, AICP PLANNING + DEVELOPMENT SERVICES
Address:	123 W. INDIANA AV. ROOM 202
City, State, Zip code:	DELAND, FL 32720-4604
Telephone:	386-736-5959, x12943
E-mail:	pssmith@volusia.org

APPLICANT INFORMATION

Same as project coordinator	☐	Same as property owner	☒
Name:	GEORGE RECKENWALD, COUNTY MANAGER, VOLUSIA CO.		
Address:	123 W. INDIANA AV.		
City, State, Zip code:	DELAND, FL 32720		
Telephone:	386-736-5920		
E-mail:	greckenwald@volusia.org		

PROPERTY OWNER

Same as project coordinator	☐	Same as property owner	☒
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA

COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 10 day of March, 2023, by George Recktenwald as County Manager (title*) for County of Volusia (name of corporation*), who () provided _____ as identification, or (X) who is personally known to me.



KRISTEN RAY
Notary Public
State of Florida
Comm# HH289688
Expires 7/19/2026

Kristen Ray
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.K
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-116	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Mister Car Wash, 49 South Yonge Street, Special Exception			
Budget Impact:	There is no budget impact as the result of the Special Exception request.			
Summary:	This is a request for a Special Exception submitted by Car Wash Headquarters, LLC, with authorization of the property owner, National Retail Properties, LP, for site modifications including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86+ acre property located at 49 South Yonge Street and located within the Downtown Community Redevelopment Area. The Special Exception is sought to allow the addition of vacuum stalls within the front yard.			
Recommended Action:	It is recommended that the City Commission approve the application to allow for site modifications to include the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86+ acre property located at 49 South Yonge Street. The Planning Board reviewed the Special Exception application and recommended approval by a 6-0 vote.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/20/2023		
Claire Whitley, Assistant City Manager		6/21/2023		
Joyce Shanahan, City Manager		7/11/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Mister Car Wash, 49 South Yonge Street, Special Exception
Commission Goal: Transportation & Community Development - Other

Introduction

This is a request for a Special Exception submitted by Car Wash Headquarters, LLC, with authorization of the property owner, National Retail Properties, LP, for site modifications including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86± acre property located at 49 South Yonge Street and located within the Downtown Community Redevelopment Area. The Special Exception is sought to allow the addition of vacuum stalls within the front yard.

Background

The subject property is currently designated as "Heavy Commercial" on the City's Future Land Use Map (FLUM), and is classified as B-5, Service Commercial on the City's Official Zoning Map. The property is within the Downtown Overlay District. On January 19, 1988, the City Commission adopted Resolution 1988-11 that authorized a full service car wash. On November 6, 2002, the City Commission approved Resolution 2002-246 that allowed a shared parking agreement between Sparkle-N-Shine Car Wash and the city for the joint development of a parking lot at 203 and 179 Tomoka Avenue, located east of 49 South Yonge Street. On October 3, 2006, the City Commission approved Resolution 2006-20 that authorized construction of a 37-foot by 57-foot canopy and vehicle washing equipment in front of the existing building at 49 South Yonge Street. In 2021, the business was sold from Sparkle-N-Shine to National Retail Properties, LP, and the operation of the car wash has changed. The 37-foot by 57-foot canopy and vehicle washing equipment in front of the existing building was demolished with a demolition permit issued February 14, 2022.

Discussion

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard.

The pedestal vacuum equipment is a typical accessory use for a car wash. The car wash building exists on the site and the location cannot be altered. The applicant is seeking to construct on-site pedestal vacuum equipment to allow customers to stay on-site rather than re-enter Tomoka Avenue with a left turn movement to use the vacuums at 203 Tomoka Avenue.

The Site Plan Review Committee reviewed several factors in the review of the site plan:

1. The car wash use is an allowed use of the zoning district;
2. Vacuum equipment is required for the car wash use. Other car washes typically have large vacuum equipment stations that are readily visible even if located in the side yard, such as Camel Car Wash at 520 West Granada Boulevard;
3. The proposed pedestal vacuum equipment is low in height, less than four (4') and has been screened with heavy landscaping;
4. The previous canopy with mechanical equipment for auto detailing use in the front yard with Sparkle-N-Shine was more intensive from an aesthetic viewpoint than the proposed vacuum area.

PLANNING BOARD

The Planning Board reviewed the Special Exception at the June 8, 2023 meeting and recommended approval with a 6-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are included as part of this agenda item.

Budget Impact

There is no budget impact as the result of the Special Exception request.

Citizen Impact

The Special Exception application is not expected to have a citizen impact. The car wash use is an allowed use and vacuum cleaning stations are a part of the business. The location of the vacuum cleaning stations on the same lot is expected to reduce the left turn movements on Tomoka Avenue.

Recommendation

It is recommended that the City Commission approve the application to allow for site modifications to include the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86± acre property located at 49 South Yonge Street. The Planning Board reviewed the Special Exception application and recommended approval by a 6-0 vote.

Attachments:

1. 23-116 Mister Car Wash SE (P23-0119G)

2. Mister Car Wash SE
3. Exhibit A, 49 South Yonge Street, V2
4. Exhibit B, SPRC outstanding comments
5. Exhibit C, Special Conditions, 49 SYS
6. Exhibit D, Site plan, 49 SYS
7. 06.08.2023 PB, 49 South Yonge Street, SE, PB Staff Report
8. 06.08.2023, DRAFT PB Minutes - Mister Car Wash, SE

Approvals:



Kelly McGuire, Finance Director

Date: June 20, 2023



Claire Whitley, Assistant City Manager

Date: June 21, 2023



Joyce Shanahan, City Manager

Date: July 11, 2023

RESOLUTION NO. 2023-116

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF AN AMENDED SPECIAL EXCEPTION DEVELOPMENT ORDER TO ALLOW THE ADDITION OF VACUUM STALLS WITHIN THE FRONT YARD UNDER CERTAIN CONDITIONS AT “MISTER CAR WASH” LOCATED AT 49 SOUTH YONGE STREET, WHICH IS IN THE B-5, SERVICE COMMERCIAL ZONING DISTRICT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Car Wash Headquarters, LLC (f/k/a Car Wash Headquarters, Inc) a Foreign Limited Liability Company, with authorization of the property owner, NNN REIT, LP (f/k/a National Retail Properties, LP) a Foreign Limited Partnership (the "Applicant") has applied for the issuance of an Amended Special Exception Development Order to allow site modifications, including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), the addition of vacuum stalls, and modified site landscaping, at “Mister Car Wash” located at 49 South Yonge Street (the “Property”) within the B-5, Service Commercial zoning district, and

WHEREAS, by Resolution 86-32, the City Commission approved a Special Exception for a full-service car wash with gasoline pumps on the Property; which was subsequently amended by Resolution 88-11 to include additional land and to remove the gasoline pumps therefrom, and

WHEREAS, by Resolution 2006-220, the City Commission approved an Amended and Restated Special Exception Development Order for approval to construct a canopy in the front of the building, located at 49 South Yonge Street, which Resolution and Development Order are recorded in Official Records Book 5930, at Pages 1825 through 1836 inclusive, of the

Public Records of Volusia County, Florida, and

WHEREAS, the said application is in compliance with the provisions of the *Land Development Code* and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on June 8, 2023, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code*, and

WHEREAS, the City Commission has duly held a public hearing on the application and has considered the testimony and evidence presented, and

WHEREAS, the City Commission has considered the following:

- (1) The report and recommendations of the Planning Board; and
- (2) The report and recommendations of the Site Plan review Committee; and
- (3) The comments of governmental agencies, utility corporations and individuals, as received, and

WHEREAS, based upon all of the foregoing and in consideration thereof, the City Commission finds that:

- (1) The amended use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-5, Service Commercial zoning district, or adversely affect the public health, safety, welfare or quality of life;
- (2) The amended use is consistent with the *Comprehensive Plan*;
- (3) The amended use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

- (4) The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;
- (7) The amended use is functional in the use of space and aesthetically acceptable;
- (8) The amended use provides for the safety of occupants and visitors; and
- (9) The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area;

now therefore,

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

SECTION ONE. The above recitals are true and correct, shall serve as the legislative findings of the City Commission, and are incorporated herein by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue an Amended Special Exception Development Order to allow site modifications, including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), the addition of vacuum stalls, and modified site landscaping, at “Mister Car Wash” located at 49

South Yonge Street, within the B-5, Service Commercial zoning district, on the real property described in the Special Exception Development Order, a copy of which is attached hereto and incorporated by reference.

SECTION THREE. A certified copy of this Resolution and the executed Amended Special Exception Development Order shall be recorded in the public records of Volusia County, Florida.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Applicant:** Car Wash Headquarters, LLC, a Foreign Limited Liability Company, with authorization of the property owner, NNN REIT, LP, a Foreign Limited Partnership
 Application No.: SE2023-045
 Project Name: Mister Car Wash
 Property Address: 49 South Yonge Street
 Parcel ID No.: 4215-14-08-0150

**AMENDED SPECIAL
EXCEPTION
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on July 18, 2023, and the City Commission having considered those items as required by Section 1-18 of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The amended use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the B-5, Service Commercial, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The amended use is consistent with the *Comprehensive Plan*;
3. The amended use will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The amended use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The amended use is functional in the use of space and aesthetically acceptable;

8. The amended use provides for the safety of occupants and visitors; and

9. The amended use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Car Wash Headquarters, LLC (f/k/a Car Wash Headquarters, Inc.) a Foreign Limited Liability Company, with authorization of the property owner, NNN REIT, LP (f/k/a National Retail Properties, LP) a Foreign Limited Partnership (the "Applicant"), for an Amended Special Exception Development Order to allow for site modifications, including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and modified site landscaping at the "Mister Car Wash" located at 49 South Yonge Street, within the B-5, Service Commercial zoning district, on that real property described on Exhibit "A" attached hereto and incorporated by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of the *Land Development Code* shall be complied with at all times, such provisions being incorporated herein by reference and hereby specifically made a part of this Special Exception;

2. Except as hereinafter amended, all conditions set forth in Resolution 86-32, Resolution 88-11 and Resolution 2006-220 are incorporated herein by reference, and shall at all times be strictly complied with;

3. All outstanding Site Plan Review Committee comments shall need to be resolved prior to the issuance of an engineering permit as described in Exhibit "B";

4. Full and complete compliance with the Special Conditions described in Exhibit “C”.

5. Full and complete compliance with the Applicant’s Site Plan attached as Exhibit “D”.

B. The final plans for the Special Exception Development Order shall be consistent with all of the conditions listed in Paragraph A hereof, and the plans displayed in Exhibit “D” attached hereto shall be amended as necessary in order to achieve such consistency.

C. No material change shall be made to the final plans for this Special Exception without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval of this Special Exception Development Order.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Special Exception, and of the *Land Development Code*.

E. In the event a Neighborhood Improvement Officer subsequently determines there to be any violation of this Special Exception, such Officer shall promptly present such determination to Special Magistrate for hearing.

F. Pursuant to Section 1-14(3)(a) of the *Land Development Code*, this Amended Special Exception Development Order shall, in two (2) years (July 18, 2025), automatically expires and become void, without further action by the City Commission, unless a site engineering permit or building permit has been issued prior to that date; and if a site engineering permit or building permit is so issued, this Amended Special Exception Development Order shall remain in full force and effect unless and until subsequently amended by the City Commission.

G. If this Special Exception is abandoned for a period of six (6) months, a zoning approval for a new use, subject to Special Exception requirements, shall not be issued until the Site Plan review Committee determines that all of the conditions of Chapter I, Article II, Section 1-14 of the *Land Development Code* have been met.

H. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Car Wash Headquarters, LLC, and shall be binding upon NNN REIT, LP, and its successors and assigns, and shall run with the real property described in Exhibit “A” attached hereto and incorporated herein by reference. (Parcel ID No.: 4215-14-08-0150)

ORDERED this 18th day of July, 2023.

(CITY SEAL)

By: _____
BILL PARTINGTON
Mayor

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

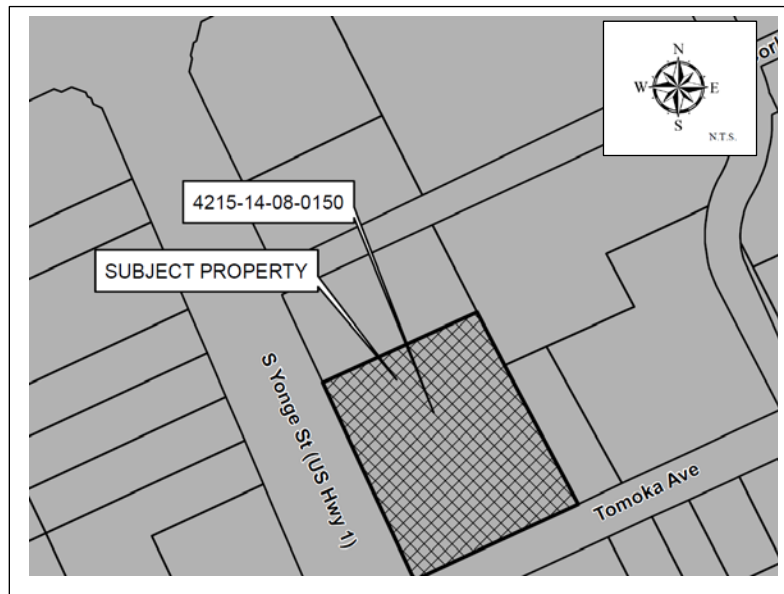
LEGAL DESCRIPTION

(from American Surveying & Mapping, Inc. survey – survey date September 12, 2022)

LEGAL DESCRIPTION

THAT PART OF LOTS "S", "T", "U", "V", "W", "X" AND "Y", OF RIVER LOT 7, PLAT OF ASSESSOR'S SUBDIVISION OF RIVER LOTS 1 TO 14 INCLUSIVE, OF RECORD IN MAP BOOK 3, PAGE 124, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS LIES EASTERLY OF THE EASTERLY LINE OF SOUTH YONGE STREET (U.S. HIGHWAY NO. 1), A 100 FOOT RIGHT OF WAY AS NOW LAID OUT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID RIVER LOT 7 WITH THE EASTERLY LINE OF SAID YONGE STREET; THENCE NORTH 64° 52'00" EAST, ALONG THE NORTHERLY LINE OF SAID RIVER LOT 7, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOT 1, "QUADROON" BLOCK, GRANADA, OF RECORD IN MAP BOOK 1, PAGE 123, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 170.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 24° 36' 54" EAST, ALONG THE WESTERLY LINE OF LOT 2, "QUADROON" BLOCK OF SAID GRANADA, A DISTANCE OF 64.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 64° 48'26" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 48.60 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT "S"; THENCE SOUTH 25° 09'00" EAST, ALONG THE EASTERLY LINE OF SAID LOT "S", A DISTANCE OF 161.14 FEET TO A POINT IN THE NORTHERLY LINE OF TOMOKA AVENUE, A 33 FOOT STREET AS NOW LAID OUT; THENCE SOUTH 65° 00'00" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 222.90 FEET TO A POINT THEREIN; THENCE NORTH 83° 26'42" WEST, A DISTANCE OF 5.73 FEET TO A POINT IN THE EASTERLY LINE OF SAID YONGE STREET; THENCE NORTH 22° 43'54" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 221.75 FEET TO THE POINT OF BEGINNING; EXCEPTING FROM SAID PARCEL THE SOUTHERLY 8.5 FEET MEASURED AT RIGHT ANGLES OF SAID LOTS "T", "U" AND "Y".

LOCATION MAP



PARCEL ID: 4215-14-08-0150

OWNER: NNN REIT, LP, A FOREIGN LIMITED PARTNERSHIP

APPLICANT: CAR WASH HEADQUARTERS, LLC, A FOREIGN
LIMITED LIABILITY COMPANY

SPECIAL EXCEPTION ADDRESS: 49 SOUTH YONGE STREET, ORMOND BEACH, FL 32174

EXHIBIT “B”

Page 1 of 2

Site Plan Review Committee (SPRC) outstanding comments

Project Name: PZ-23-045

Project Description: 49 South Yonge Street, Special Exception

Review Comments List Date: 5/26/2023

Ref. # 29, Civil Engineer, David Allen, 4/5/23 3:27 PM, Cycle 1, Unresolved

Markup: Civil-Engineer Review, CAPR-2204_Landscape 230328.pdf

There is minimal changes to the site plan. There exist several comments by others that would have included my comments such as sight view triangle for exit on to Highway US 1.

Ref. # 8, Landscape Architect, Cara Culliver, 3/31/23 1:12 PM, Cycle 1, Unresolved

Markup: Screen Hedge Required, CAPR-2204_Landscape 230328.pdf

- A screening hedge is required in all landscape buffers, please continue the Podocarpus as shown with the magenta line in the attached mark-up.

Ref. # 31, Landscape Architect, Cara Culliver, 5/4/23 12:07 PM, Cycle 2, Unresolved

Markup: Podocarpus Hedge, CAPR-2204_Landscape 230328.pdf

- This hedge shall be shown continuous, see magenta line (repeat comment). Site visibility isn't going to be an issue as you would be looking south to turn right & the driver would be way past the Podocarpus hedge.

Ref. # 32, Landscape Architect, Cara Culliver, 5/4/23 12:07 PM, Cycle 2, Unresolved

Markup: Plant Schedule, CAPR-2204_Landscape 230328.pdf

The minimum tree height is 10' and 2.5" caliper, please add these specifications. The gallonage would be 30 gallon, please revise.

Ref. # 33, Landscape Architect, Cara Culliver, 5/4/23 12:17 PM, Cycle 2, Unresolved

Markup: City Detail, CAPR-2204_Landscape_230328.pdf

- Please provide city detail LS-9 (repeat comment).

Ref. # 34, Landscape Architect, Cara Culliver, 5/4/23 12:22 PM, Cycle 2, Unresolved

Markup: Irrigation Controller, CAPR-2204_Landscape_230328.pdf

- The irrigation controller will not be allowed to be installed within these two front buffers.

- The rain sensor should be installed on the building eve also or in a more remote area.

Ref. # 35, Landscape Architect, Cara Culliver, 5/4/23 12:22 PM, Cycle 2, Unresolved

Markup: City Irrigation Details, CAPR-2204_Landscape_230328.pdf

- Please provide City irrigation details 14A & 14B to this drawing.

Ref. # 17, Planning Director, Steven Spraker, 4/2/23 7:45 AM, Cycle 1, Unresolved

Markup: Planning, 9' by 9' enclosure, 237991 MISTER CARWASH ORMOND BEACH FINAL REV 1_signed_3-7-23.pdf

Please detail/construction details of the proposed 9' by 9' equipment enclosure.

EXHIBIT "B"
Page 2 of 2

Ref. # 18, Planning Director, Steven Spraker, 4/2/23 7:53 AM, Cycle 1, Unresolved

Markup: Planning, Resolution 2002-246, 237991 MISTER CARWASH ORMOND BEACH FINAL REV
1_signed_3-7-23.pdf

Resolution 2002-246 was a participation agreement between the city and Sparkle-N-Shine Car Wash, Inc. for a shared parking agreement at 203 (Sparkle-N-Shine Car Wash, Inc. owned) and 179 (Ormond Beach owned) Tomoka Avenue.

Paragraph 9 of the agreement states that the 16 spaces for Sparkle-N-Shine Car Wash, Inc. at 203 Tomoka Avenue for employee parking.

Paragraph 10 states "Owner/Occupant(s) are strictly prohibited from using the spaces as identified in Paragraph 9 for anything other than employee parking. Absolutely no work associated with Sparkle-N-Shine Car Wash, Inc. may be conducted in the shared parking lot.

This agreement needs to be addressed/modified with the Special Exception.

EXHIBIT “C”

MISTER CAR WASH 49 SOUTH YONGE STREET SPECIAL CONDITIONS

1. The site plan included in Exhibit “D” is approved and contains site modifications including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping
2. One access drive onto South Yonge Street shall be closed.
3. The landscape material to screen the vacuum cleaning stations shall comply with the landscape plans in Exhibit “D”. The city Landscape Architect may allow substitutes of landscaping material provided that the vacuum cleaning stations are screened.
4. The property owner is responsible for the maintenance of the landscape materials to screen the vacuum cleaning stations. Failure to adequately maintain the approved landscaping shall be violation of the Second Amended Special Exception Development Order.
5. The vacuum cleaning stations shall not exceed a height of four (4’) feet as depicted in Exhibit “D”.
6. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays.

SITE IMPROVEMENTS

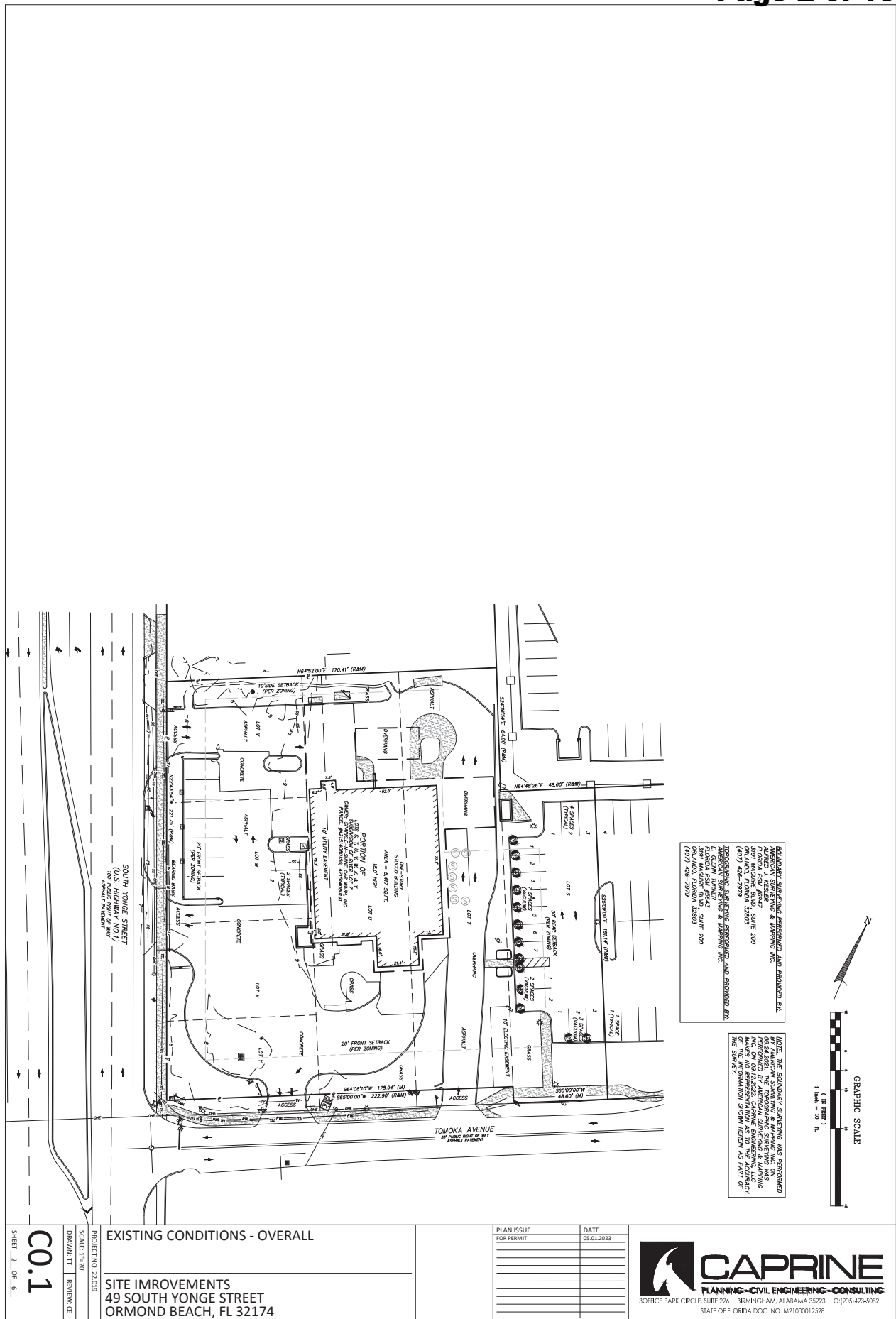
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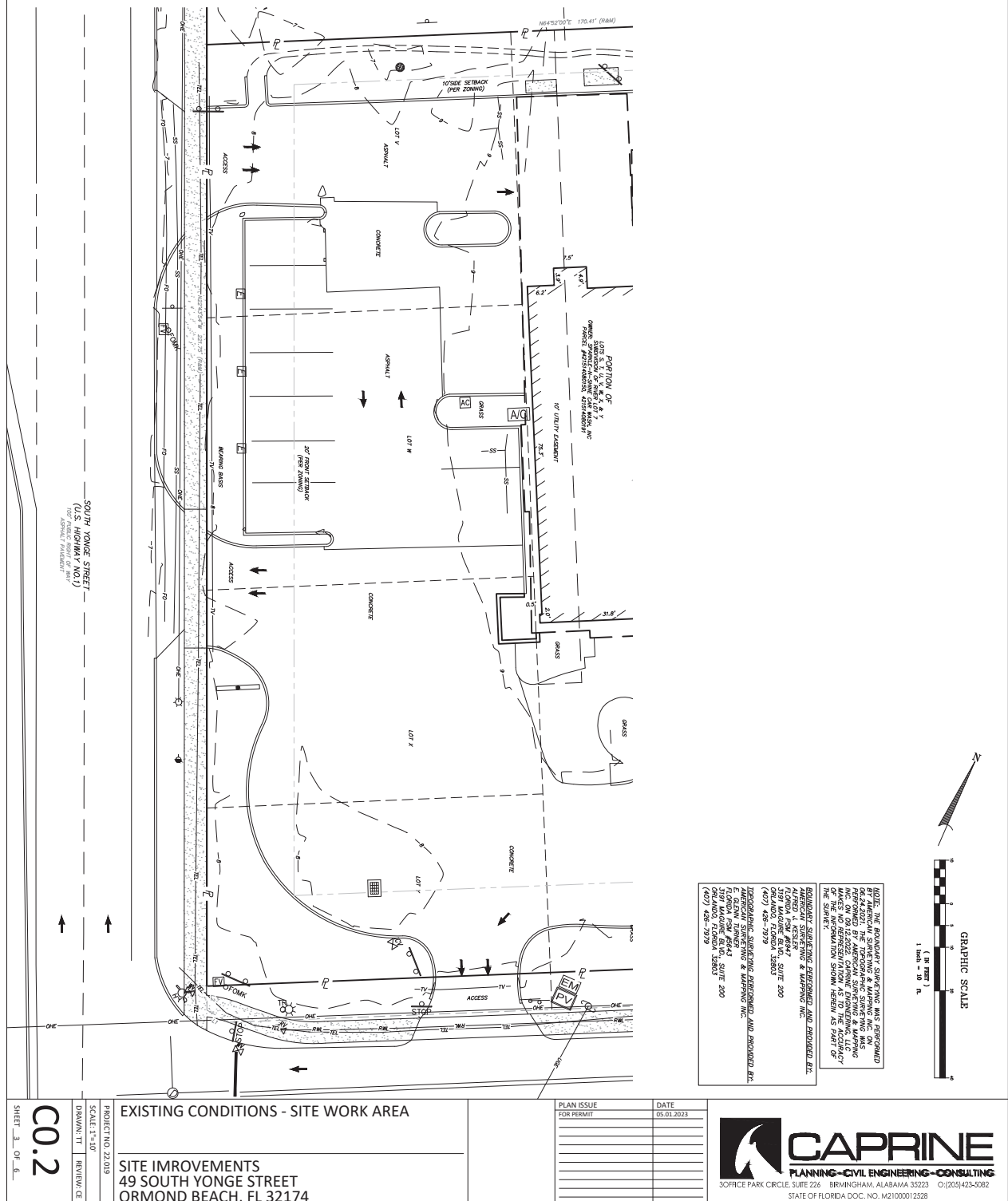
MISTER CAR WASH

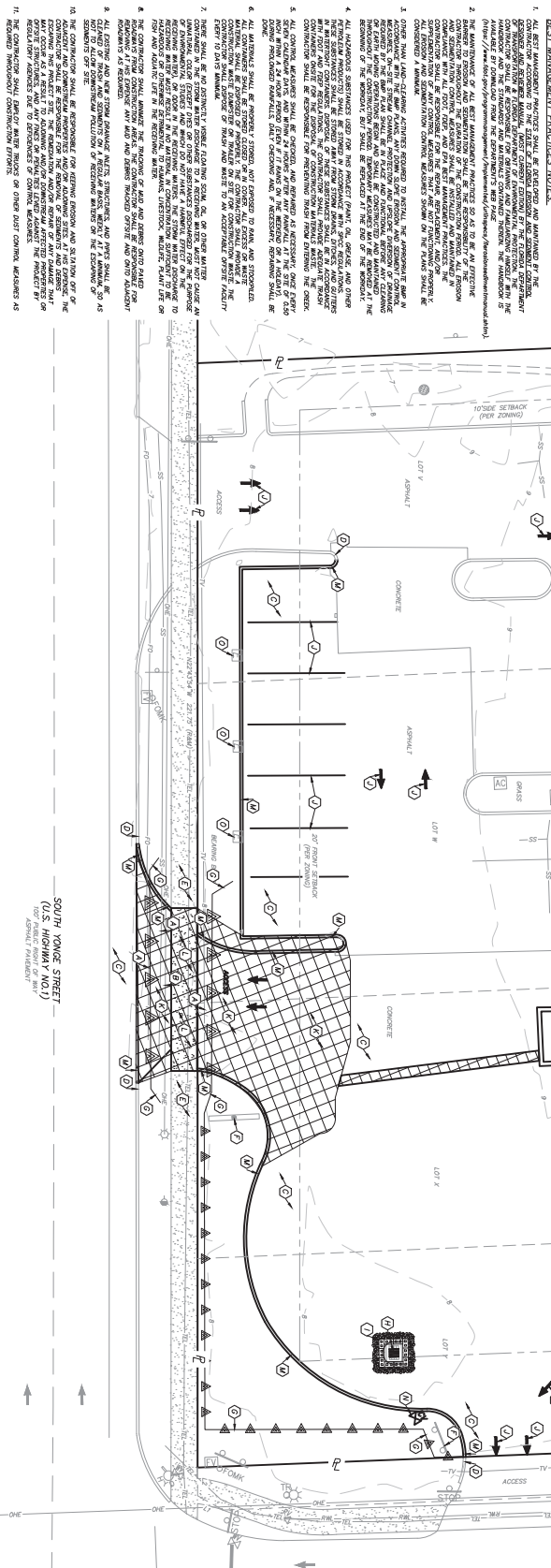
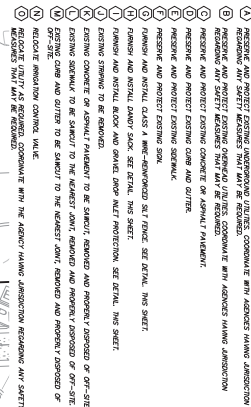
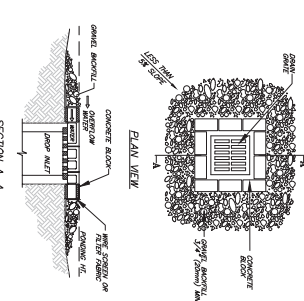
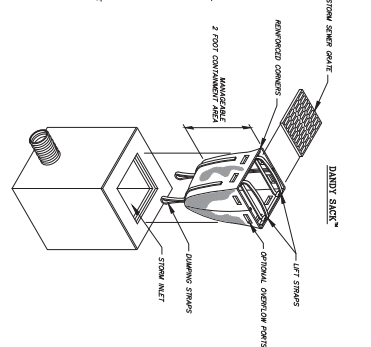
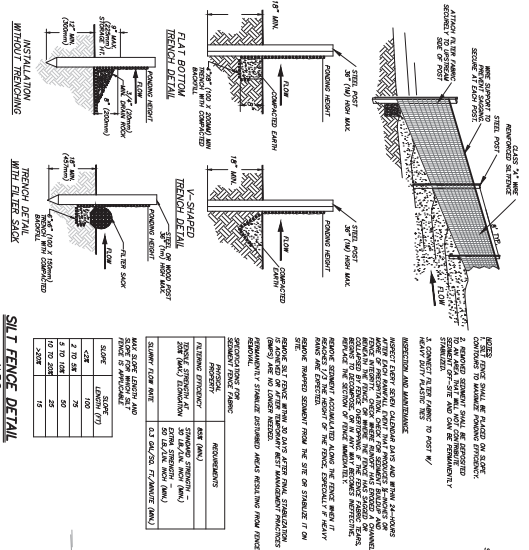
49 SOUTH YONGE STREET
ORMOND BEACH, FL

FOR PERMIT 05.01.2023

CO.0 1 of 6







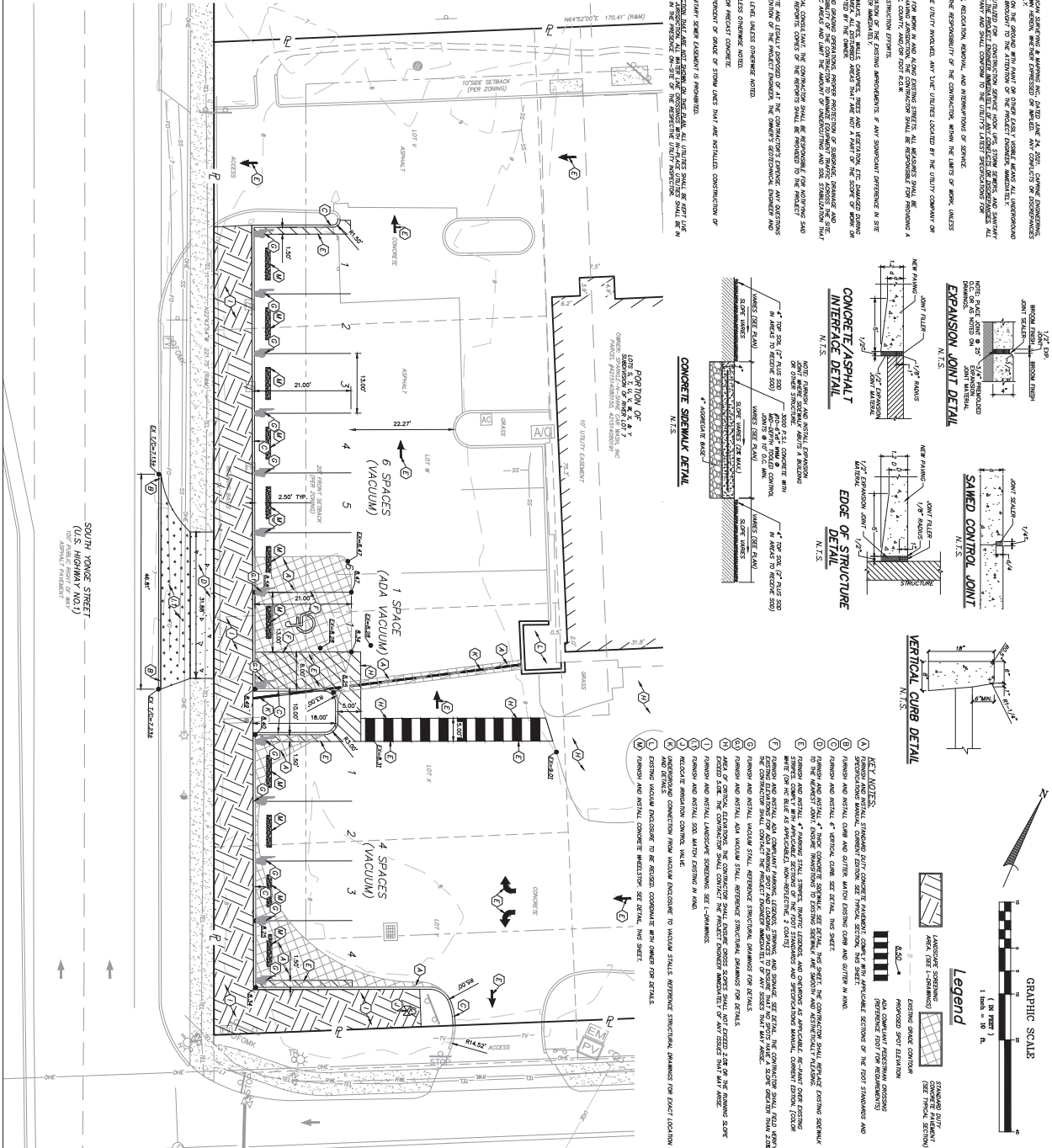
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	REVIEW: CE	SITE IMPROVEMENTS 49 SOUTH YONGE STREET ORMOND BEACH, FL 32174

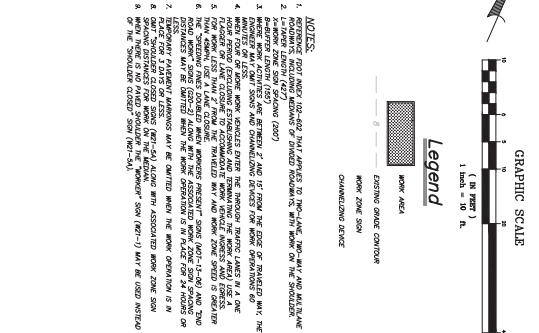
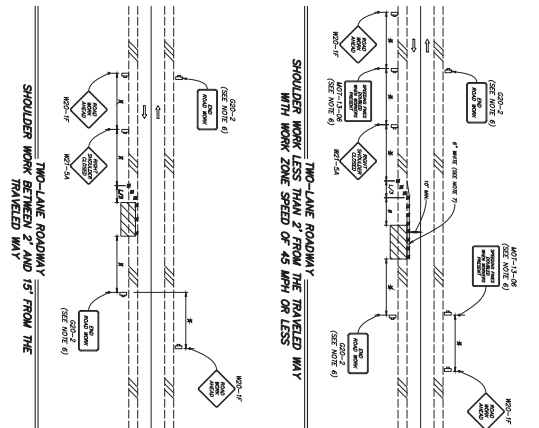
CO.3

SHEET 4 OF 6

[illegible]

 **CAPRINE**
PLANNING-CIVIL ENGINEERING-CONSULTING
30FFICE PARK CIRCLE, SUITE 226 BIRMINGHAM, ALABAMA 35223 O:(205)423-5082
STATE OF FLORIDA DOC. NO. M21000012528

[illegible][illegible][illegible]



C2.0

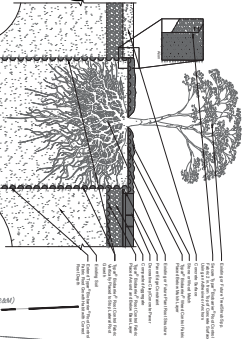
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DRAWN: TT	REVIEW: CE

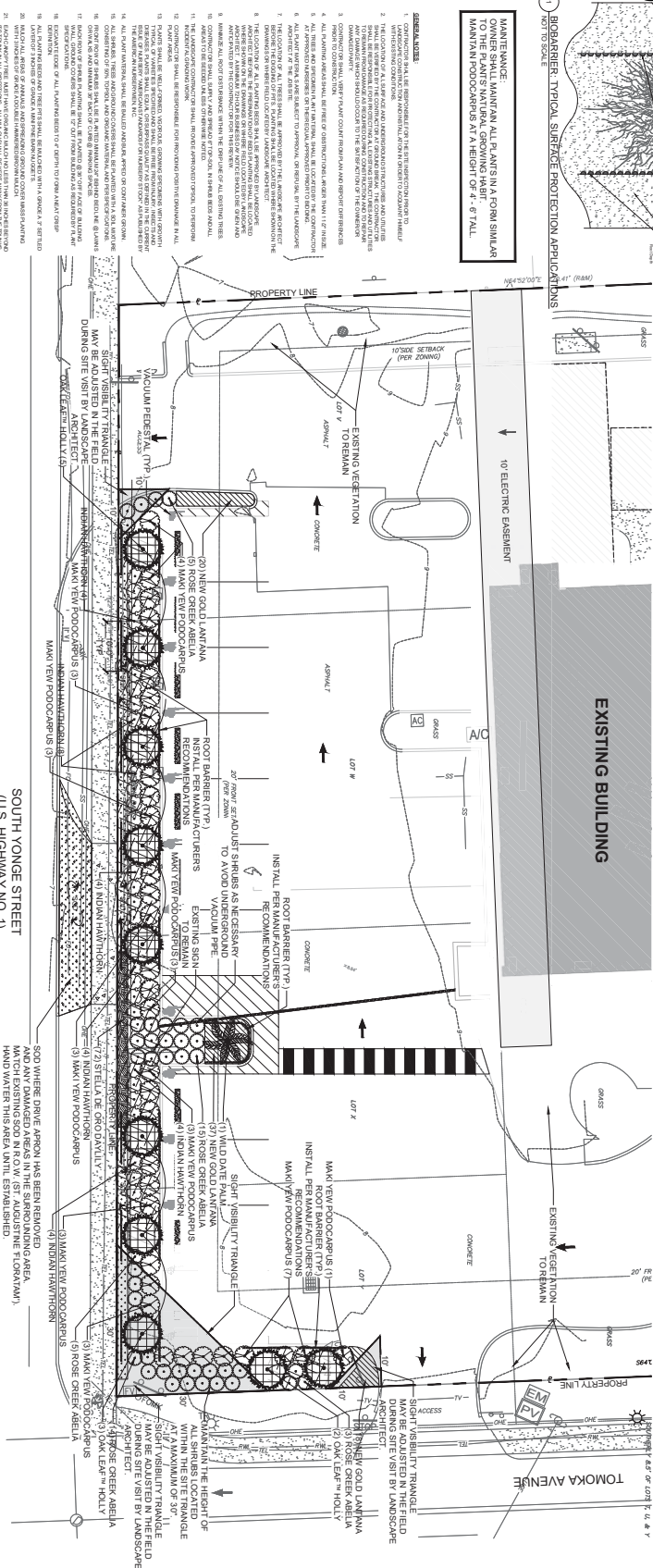
MAINTENANCE OF TRAFFIC (MOT) PLAN

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174

[illegible]



ROOT BARRIER:
BIOBARRIER ROOT CONTROL FABRIC SURFACE PROTECTION APPLICATIONS
EMAIL: GEO.SALES@PGINW.COM
TOLL FREE: 1-800-541-5519;
WWW.TYPARGEOSYNTHETICS.COM
REVIEW MANUFACTURER'S WEBSITE FOR ALL INSTALLATION INFORMATION.

[illegible]

PLANTING REQUIREMENTS	REQUIRED	PROVIDED
YOUNG STREET	Three 4' per every 100' E Three 4' per every 100' E Groundcover 4' per every 100' E	8 trees 72 shrubs 27 groundcover
TOMPKA AVENUE	Three 4' per every 100' E Three 4' per every 100' E Groundcover 4' per every 100' E	8 trees 72 shrubs 27 groundcover

SOUTH YONGE STREET
(U.S. HIGHWAY NO. 1)

AND ANY DAMAGED AREAS IN THE SURROUNDING AREA, MATCH EXISTING SOD IN R.O.W. (ST. AUGUSTINE FLORATAM)) HAND WATER THIS AREA UNTIL ESTABLISHED.

Renta
URBAN • LAND • DESIGN
205.545.7639
renta-llc.com
PO Box 305 • Birmingham, AL 35201
RULD PROJECT NO. CAPR-2204

SCALE: 1"=10'

DRAWN: JRH	REVIEW: SS
------------	------------

L1.0

SHEET 1 OF 5

LANDSCAPE PLAN

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174

[illegible]

 **CAPRINE**
PLANNING • CIVIL ENGINEERING • CONSULTING
OFFICE PARK CIRCLE, SUITE 226 BIRMINGHAM, ALABAMA 35223 O: (205) 423-5082
STATE OF FLORIDA P.O. BOX M31000013539



1 VIEW FROM ENTRY OFF TOMOKA AVENUE
 NOT TO SCALE



2 VIEW FROM YONGE STREET TOWARD BUILDING
 NOT TO SCALE

Renta
 URBAN • LAND • DESIGN
 205.645.7679
 3000 Bldg. 305 / Birmingham, AL 35204
 RUD PROJECT NO. CAPR-2024

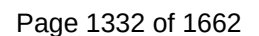
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 SHEET 3 OF 5

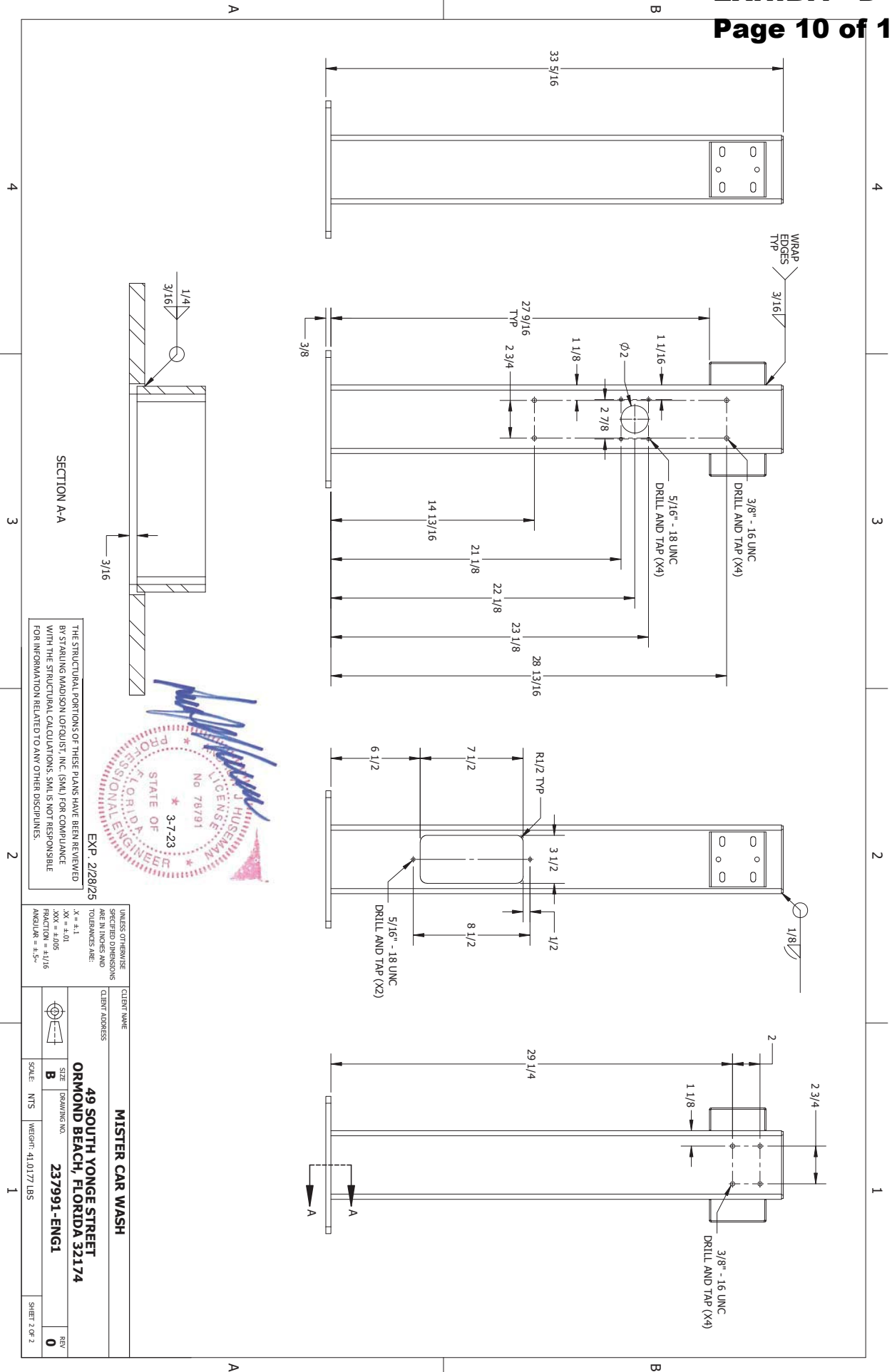
CONCEPTUAL RENDERINGS
 PROJECT NO. 22.019
 DRAWN: JRH REVIEW: SS
 MISTER CAR WASH SITE IMPROVEMENTS
 49 SOUTH YONGE STREET
 ORMOND BEACH, FL 32174



PLAN ISSUE	DATE
FOR PERMIT	03.28.2023
FOR PERMIT	05.01.2023

CAPRINE
 PLANNING • CIVIL ENGINEERING • CONSULTING
 3000 PARK CIRCLE, SUITE 226 BIRMINGHAM, ALABAMA 35223 G (205) 423-5082
 STATE OF FLORIDA DOC. NO. M21000012528





3/7/2023 1:00:12 PM



1380 HILTECH DRIVE
SHERIDAN, WY 82801
PHONE: (307) 675-1982
EMAIL: info@cncsvac.com
WEB: www.cncsvac.com

MISTER CAR WASH
49 SOUTH YONGE STREET
ORMOND BEACH, FLORIDA 32174

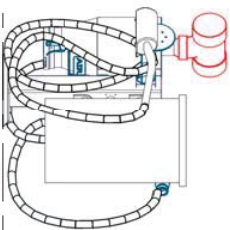
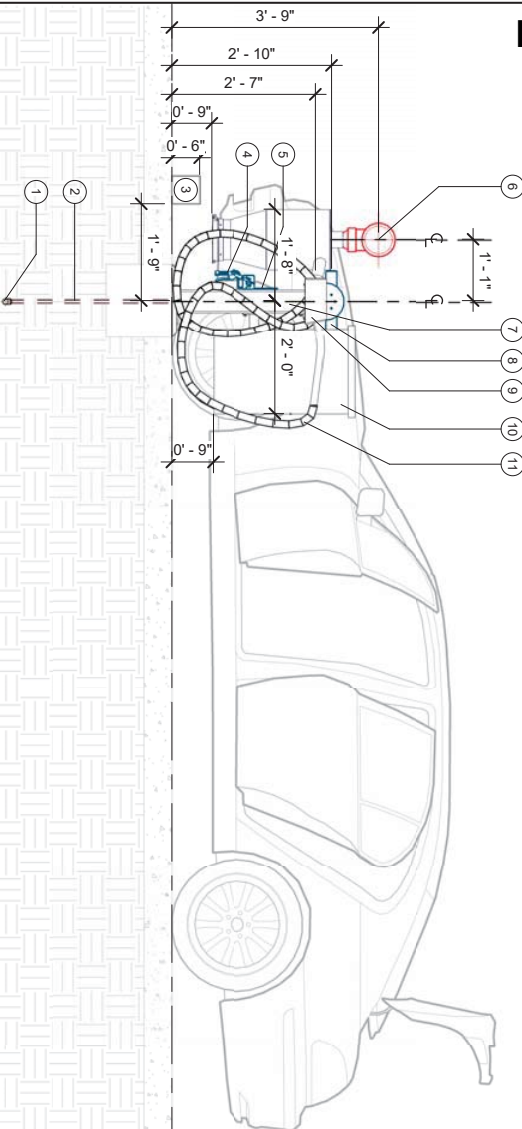
1 PARKING ELEVATION

THE STRUCTURAL PORTIONS OF THESE PLANS HAVE BEEN REVIEWED
BY STARLING MADISON LOPQUIST, INC. (SMI) FOR COMPLIANCE
WITH THE STRUCTURAL CALCULATIONS. SMI IS NOT RESPONSIBLE
FOR INFORMATION RELATED TO ANY OTHER DISCIPLINES.

EXP. 2/28/25



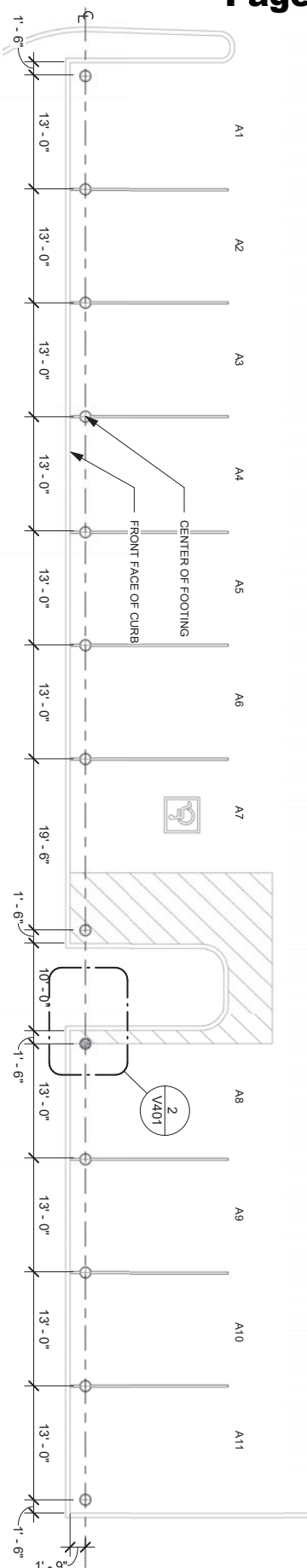
PARKING ELEVATION	
ITEM	DESCRIPTION
1	BURIED COMPRESSED AIR LINE (BY OTHERS)
2	COMPRESSED AIR LINE RAN UP THROUGH FOOTING WITH 11/2" FIBER ADAPTER, 10" ABOVE FOOTING GRADE (BY OTHERS)
3	CURB
4	AIR NOZZLE & HOSE
5	AIR TOOL HANGER
6	6" OVERHEAD ALUMINUM VACUUM TUBE
7	5"x3"x4" DUAL USER STANCHION
8	CREVICE VACUUM TOOL
9	SONNYS VACUUM TOOL
10	30 GALLON WASTE RECEPTACLE
11	1-1/2"x15' RAPIDLOCK HOSE



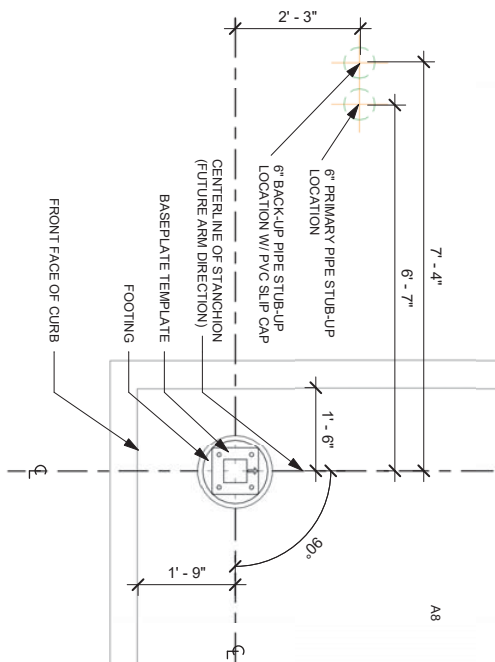
FIELD VERIFY ALL DIMENSIONS
ADA VACUUM TOOL SHALL BE NO HIGHER THAN 48" ABOVE
FINISHED GRADE FOR ADA VACUUM SPACES

Revision		By	Chk	Date
1	ADDED ENGINEERED SPECIFICATIONS	TD	ML	3/6/23

PARKING ELEVATION	
Project Number	237991
Date	2/22/23
Drawn By	TJ
Checked By	ML
V301	



1 FOOTING LOCATION PLAN



2 PIPE STUB-UP LOCATION

THE STRUCTURAL PORTIONS OF THESE PLANS HAVE BEEN REVIEWED BY STARLING MADISON LOFQUIST, INC. (SML) FOR COMPLIANCE WITH THE STRUCTURAL CALCULATIONS. SML IS NOT RESPONSIBLE FOR INFORMATION RELATED TO ANY OTHER DISCIPLINES.

EXP. 2/28/25



VACUUMS BY
NCES
VACUTECH

1350 HI-TECH DRIVE
SHERIDAN, WY 82801
PHONE: (307) 675-1982
EMAIL: vacinfo@mcswash.com
WEB: www.vacutecllc.com

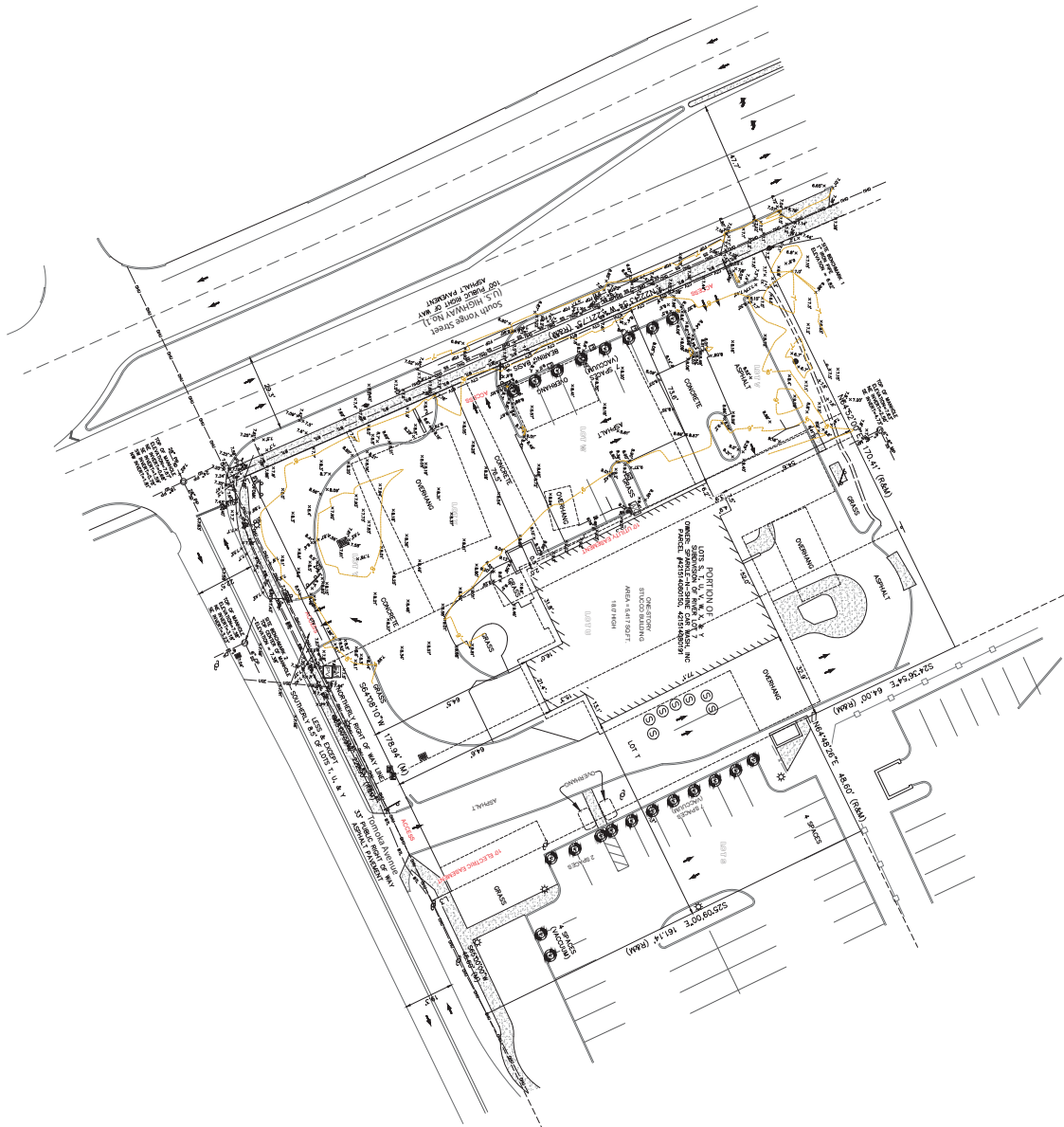
MISTER CAR WASH
49 SOUTH YONGE STREET
ORMOND BEACH, FLORIDA 32174

[illegible]

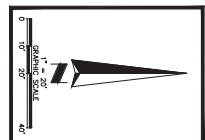
FOOTING LOCATION PLAN

Project Number	237991
Date	2/22/23
Drawn By	TJ
Checked By	ML

V401



LEGAL DESCRIPTION

[illegible]

SURVEYOR'S NOTES

[illegible]

UNDERGROUND UTILITIES

UNDERGROUND UTILITIES ARE NOT SHOWN. NO SUB-SURFACE EXCAVATION OR EXPLORATION WAS PERFORMED FOR THE PURPOSE OF PREPARING THIS SURVEY. ONLY VISIBLE SURFACE EVIDENCE OF UTILITIES IS SHOWN.

FLOOD INFORMATION

BY GRAPHIC FLOODING ONLY, THIS PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 15136 X 016 X (Map No. 1512720201K), WHICH BECAME AN EFFECTIVE DATE OF 06/01/07. AND IS NOT IN A SPECIAL FLOOD HAZARD AREA, NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

[illegible][illegible]

I HEREBY CERTIFY THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. GLENN TURNER PSM #5643 DATE

FOR THE FIRM

SHEET 1
OF 1

JOB NO.: 220815
SCALE: 1"= 20'
FIELD DATE: 9/12/22
FIELD BY: AD
DRAWN BY: JLS
APPROVED BY:
DRAWING FILE #
220815 - 44 S YONGE ST
ORMOND BEACH, FL 32050

TOPOGRAPHIC SURVEY OF
MR. CARWASH
49 SOUTH YONGE STREET
SECTION 15, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY

ORMOND BEACH, FLORIDA

STAFF REPORT

City of Ormond Beach Department of Planning

DATE: June 8, 2023

SUBJECT: 49 South Yonge Street, Mister Car Wash, Special Exception

APPLICANT: Car Wash Headquarters, LLC, with authorization of the property owner, National Retail Properties

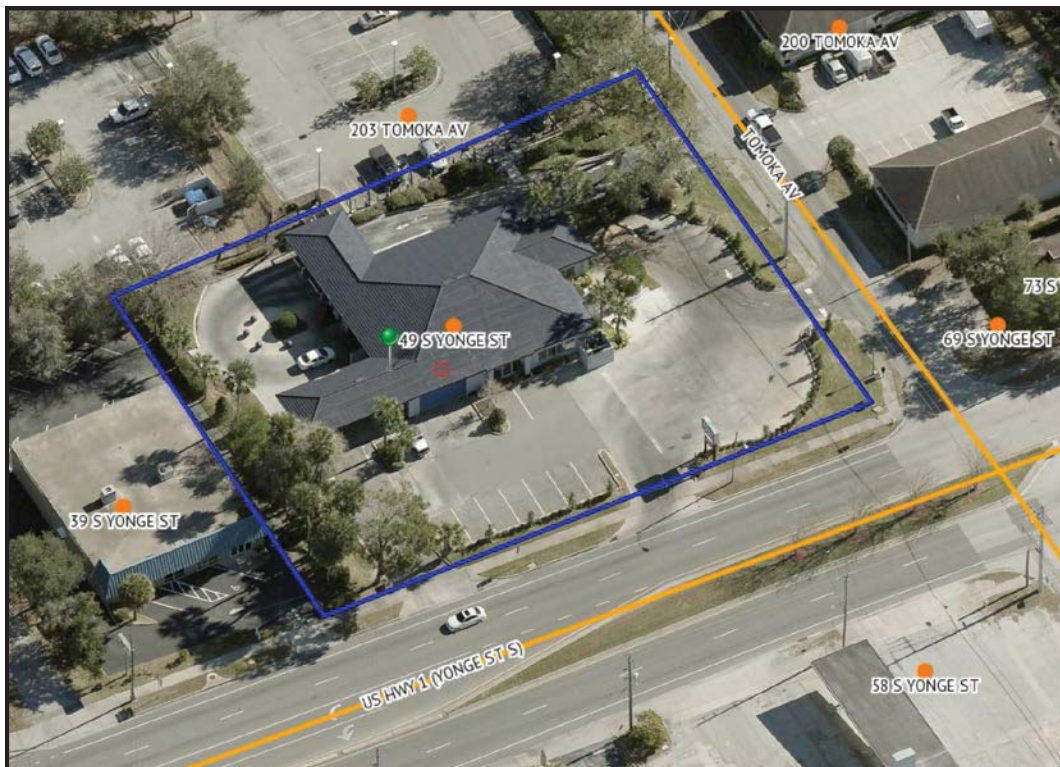
NUMBER: SE 2023-045

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request for a Special Exception submitted by Car Wash Headquarters, LLC, with authorization of the property owner, National Retail Properties, LP, for site modifications including the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86± acre property located at 49 South Yonge Street and located within the Downtown Community Redevelopment Area. The Special Exception is sought to allow addition of vacuum stalls within the front yard. The property is shown in the aerial in Exhibit 1.

Exhibit 1: Site Aerial



The following are the abutting uses to the subject properties:

Exhibit 2: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
Direction	Current Land Uses	Future Land Use Designation	Zoning Classification
North	Retail & Warehouse	"Heavy Commercial"	B-5, Service Comercial
South	Retail & Warehouse	"General Commercial"	B-4, Central Business
East	Parking lot	"Heavy Commercial"	B-5, Service Comercial
West	Retail	"General Commercial"	B-4, Central Business

SECTION 2. BACKGROUND:

The subject property is currently designated as "Heavy Commercial" on the City's Future Land Use Map (FLUM), and is classified as B-5, Service Commercial on the City's Official Zoning Map. The property is within the Downtown Overlay District. On January 19, 1988, the City Commission adopted Resolution 1988-11 that authorized a full service car wash. On November 6, 2002, the City Commission approved Resolution 2002-246 that allowed a shared parking agreement between Sparkle-N-Shine Car Wash and the city for the joint development of a parking lot at 203 and 179 Tomoka Avenue, located east of 49 South Yonge Street. On October 3, 2006, the City Commission approved Resolution 2006-20 that authorized construction of a 37-foot by 57-foot canopy and vehicle washing equipment in front of the existing building at 49 South Yonge Street.

Exhibit 3: Google picture of site with mechanical equipment and canopy (2019)



Source: <https://www.google.com/maps>

In 2021, the business was sold from Sparkle-N-Shine to National Retail Properties, LP, and the operation of the car wash has changed. The 37-foot by 57-foot canopy and vehicle washing equipment in front of the existing building was demolished with a demolition permit issued February 14, 2022 and the front of the site appears as shown in Exhibit 4.

Exhibit 4: Existing site with no canopy (May 2023)



SECTION 3, PROJECT DESCRIPTION:

The applicant seeks to make the following improvements as part of the Special Exception application:

1. Remove an existing access point to South Yonge Street (U.S. Highway 1). The project has an approved Florida Department of Transportation permit for the access point closure;
2. Remove the existing parking spaces along the South Yonge Street frontage;
3. Install 11 pedestal vacuum stall parking spaces, one of which is a handicapped accessible space.
4. Install low level vacuum equipment (see sheets L1.2 and V301 of ATTACHMENT 3) with a maximum height of 3'9".
5. Install a heavy landscaping screen (see sheets L1.2 and L1.0 of ATTACHMENT 3) along the South Yonge Street frontage.
6. The existing vacuum stall parking spaces located at 203 Tomoka Avenue would remain.

In a project narrative letter, ATTACHMENT 3, the applicant has stated a desire to provide the vacuum stall parking spaces on the same property as the car wash to provide a new streamlined experience versus having to leave the car wash parcel to use the vacuums.

SECTION 4, ANALYSIS:

Section 2-70(m) of the Land Development Code states,

“Where a project within a non-residential zoning district in the Downtown Overlay District cannot meet the standards of this section or the Land Development Code based on prevalence of nonconforming lots or at an applicant's option, these requirements may be waived through a city commission monitored process as a Special Exception or Planned Development aimed at producing development having design compatibility, meeting required parking to the maximum extent feasible, and achieving a high level of aesthetic appeal through a combination of innovative architecture, landscaping and hardscape materials. The Redevelopment Plan shall demonstrate compliance with the 2019 Downtown Master Plan update.”

The project requires a Special Exception to allow the pedestal vacuum equipment to be within the front yard in front of the building. Through the site plan review process the applicant has reduced the overall height of the pedestal vacuum equipment to under four (4') feet and proposed a significant landscape buffer to buffer the pedestal vacuum equipment. The car wash use is an allowed use within the B-5, Heavy Commercial zoning district and the vacuum stations are a key part of the car wash use.

A Special Exception requires the review/recommendation by the Planning Board and a final decision by the City Commission.

The Special Exception requires review of the criteria of the following Land Development Code Sections:

1. Section 2-56: General criteria and Special Exception review criteria (applies to all Special Exception requests);
2. Section 1-15.E: Planned Developments and Special Exceptions (Planning Board criteria for all Special Exceptions); and
3. Section 1-18.E: Criteria for Issuance of Development Order (City Commission criteria for all Special Exceptions).

Section 2-56: Special Exception Criteria

Section 2-56 of the Land Development Code outlines the general criteria for all Special Exception approvals:

- A. Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.***

The Special Exception for the pedestal vacuum equipment in the front yard would not have an impact to the overall provision of parking. The site provides a total of 30 parking spaces of which 22 would include the pedestal vacuum equipment.

- B. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general, the specific needs of the abutting land uses, Chapter 3, Article 1, and other applicable provisions of this Code.***

The Special Exception for the pedestal vacuum equipment in the front yard proposes a significant landscape buffer along South Yonge Street.

- C. *Size, location, or number of conditional or Special Exceptions in an area shall be limited so as to maintain the overall character of the district in which said conditional or Special Exceptions are located.***

There have not been an above expected number of Special Exceptions within the area of 49 South Yonge Street. The proposed Special Exception would not alter the character of the district. The new owners removed the Special Exception approved canopy in the front yard that contained mechanical equipment that was used by Sparkle-N-Shine.

- D. *Hours of operation may be limited and the City may require additional information on structural design and site arrangement, to assure the compatibility of the development with existing and proposed uses in the surrounding area.***

The requested Special Exception for the pedestal vacuum equipment in the front yard would not require any hours of operation restrictions and the site is located along a commercial corridor.

- E. *The Special Exception shall not generate hazardous waste or require use of hazardous materials in its operation without use of City-approved mitigative techniques.***

The Special Exception for the pedestal vacuum equipment in the front yard will not generate hazardous waste.

- F. *All development proposed as a Special Exception within or adjacent to a historic district shall be reviewed based on applicable criteria stated herein for residential, commercial or mixed use development and shall also comply with appearance and design guidelines for historic structures.***

The Special Exception for the pedestal vacuum equipment in the front yard would not impact any historic structures.

- G. *Outdoor lighting shall have no spillover onto adjacent property or rights-of-way beyond the building site property line, and the lumens shall not exceed two (2) foot-candles at the property line.***

The Special Exception for the pedestal vacuum equipment in the front yard would not impact outdoor lighting.

Section 1-15. E: Planning Board Criteria and Section 1-18. E: City Commission Criteria

Sections 1-15.E. and 1-18.E of the Land Development Code establish the Planning Board and City Commission Development Order criteria. The Land Development Code states that the following criteria shall be considered:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard. The pedestal vacuum equipment is a typical accessory use for a car wash. The car wash building is existing on the site and the location cannot be altered. The applicant is seeking to construct on-site pedestal vacuum equipment to allow customers to stay on-site rather than re-enter Tomoka Avenue with a left turn movement to use the vacuums at 203 Tomoka Avenue.

The Site Plan Review Committee reviewed several factors in the review of the site plan:

1. The car wash use is an allowed use of the zoning district;
2. Vacuum equipment is required for the car wash use. Other car washes typically have large vacuum equipment stations that are readily visible even if located in the side yard, such as Camel Car Wash at 520 West Granada Boulevard;
3. The proposed pedestal vacuum equipment is low in height, less than four (4') and has been screened with a heavy landscaping planting;
4. The previous canopy with mechanical equipment for auto detailing use in the front yard with Sparkle-N-Shine was more intensive from an aesthetic viewpoint than the proposed vacuum area.

It is the conclusion of the Site Plan Review Committee that the proposed Special Exception conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. The proposed development is consistent with the Comprehensive Plan.

The site has a Future Land Use designation of "Heavy Commercial". The directive text of the Future Land Use Element of the Comprehensive Plan states,

Purpose: A multi-use land use category to provide for the sale, service, display, and storage of certain commodities which, by their nature, are not compatible with most retail uses. Such uses are often related to the automobile, but may also include business and home improvement services. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 18 units per acre.

Maximum FAR: 0.8

The proposed Special Exception is consistent with the Comprehensive Plan.

- 3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard and will not adversely impact environmentally sensitive lands or natural resources, and is an existing developed site.

- 4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard and will not depreciate the value of surrounding properties or create negative impacts to surrounding properties.

- 5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

Public facilities currently serve the site and there would be no impact to the existing infrastructure.

- 6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard and remove an existing access point to South Yonge Street (U.S. Highway 1). This would not negatively impact traffic patterns or adjacent roadways. The improvements would remove an existing access point and provide less conflict points on South Yonge Street.

- 7. The proposed development is functional in the use of space and aesthetically acceptable.**

The Special Exception to allow the pedestal vacuum equipment in the front yard is aesthetically acceptable.

8. The proposed development provides for the safety of occupants and visitors.

The Special Exception seeks to allow the pedestal vacuum equipment in the front yard would provide a safer movement on the site for occupants and visitors that would not need to re-enter Tomoka Avenue.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The Special Exception to allow the pedestal vacuum equipment in the front yard would not impact the neighborhood or impact the aesthetics.

10. The testimony provided at public hearings.

This application has not been reviewed in a public forum and no testimony has been provided.

SECTION 5, RECOMMENDATION:

It is expected that the application will be reviewed by the City Commission on July 18, 2023. It is recommended that the Planning Board **APPROVE** the application to allow for site modifications to include the closing of an access aisle onto South Yonge Street (U.S. Highway 1), addition of vacuum stalls, and site landscaping on the 0.86± acre property located at 49 South Yonge Street, subject to resolving the outstanding Site Plan Review Committee comments.

Attachments:

Attachment 1: Site Plan Review Committee outstanding comments

Attachment 2: Site map and pictures

Attachment 3: Applicant letter and site plans

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Project Name: PZ-23-045

Project Description: 49 South Yonge Street, Special Exception

Review Comments List Date: 5/26/2023

Ref. # 29, Civil Engineer, David Allen, 4/5/23 3:27 PM, Cycle 1, Unresolved

Markup: Civil-Engineer Review, CAPR-2204_Landscape 230328.pdf

There is minimal changes to the site plan. There exist several comments by others that would have included my comments such as sight view triangle for exit on to Highway US 1.

Ref. # 8, Landscape Architect, Cara Culliver, 3/31/23 1:12 PM, Cycle 1, Unresolved

Markup: Screen Hedge Required, CAPR-2204_Landscape 230328.pdf

- A screening hedge is required in all landscape buffers, please continue the Podocarpus as shown with the magenta line in the attached mark-up.

Ref. # 31, Landscape Architect, Cara Culliver, 5/4/23 12:07 PM, Cycle 2, Unresolved

Markup: Podocarpus Hedge, CAPR-2204_Landscape 230328.pdf

- This hedge shall be shown continuous, see magenta line (repeat comment). Site visibility isn't going to be an issue as you would be looking south to turn right & the driver would be way past the Podocarpus hedge.

Ref. # 32, Landscape Architect, Cara Culliver, 5/4/23 12:07 PM, Cycle 2, Unresolved

Markup: Plant Schedule, CAPR-2204_Landscape 230328.pdf

The minimum tree height is 10' and 2.5" caliper, please add these specifications. The gallonage would be 30 gallon, please revise.

Ref. # 33, Landscape Architect, Cara Culliver, 5/4/23 12:17 PM, Cycle 2, Unresolved

Markup: City Detail, CAPR-2204_Landscape_230328.pdf

- Please provide city detail LS-9 (repeat comment).

Ref. # 34, Landscape Architect, Cara Culliver, 5/4/23 12:22 PM, Cycle 2, Unresolved

Markup: Irrigation Controller, CAPR-2204_Landscape_230328.pdf

- The irrigation controller will not be allowed to be installed within these two front buffers.

- The rain sensor should be installed on the building eve also or in a more remote area.

Ref. # 35, Landscape Architect, Cara Culliver, 5/4/23 12:22 PM, Cycle 2, Unresolved

Markup: City Irrigation Details, CAPR-2204_Landscape_230328.pdf

- Please provide City irrigation details 14A & 14B to this drawing.

Ref. # 17, Planning Director, Steven Spraker, 4/2/23 7:45 AM, Cycle 1, Unresolved

Markup: Planning, 9' by 9' enclosure, 237991 MISTER CARWASH ORMOND BEACH FINAL REV 1_signed_3-7-23.pdf

Please detail/construction details of the proposed 9' by 9' equipment enclosure.

Ref. # 18, Planning Director, Steven Spraker, 4/2/23 7:53 AM, Cycle 1, Unresolved

Markup: Planning, Resolution 2002-246, 237991 MISTER CARWASH ORMOND BEACH FINAL REV 1_signed_3-7-23.pdf

Resolution 2002-246 was a participation agreement between the city and Sparkle-N-Shine Car Wash, Inc. for a shared parking agreement at 203 (Sparkle-N-Shine Car Wash, Inc. owned) and 179 (Ormond Beach owned) Tomoka Avenue.

Paragraph 9 of the agreement states that the 16 spaces for Sparkle-N-Shine Car Wash, Inc. at 203 Tomoka Avenue for employee parking.

Paragraph 10 states "Owner/Occupant(s) are strictly prohibited from using the spaces as identified in Paragraph 9 for anything other than employee parking. Absolutely no work associated with Sparkle-N-Shine Car Wash, Inc. may be conducted in the shared parking lot.

This agreement needs to be addressed/modified with the Special Exception.

ATTACHMENT 2

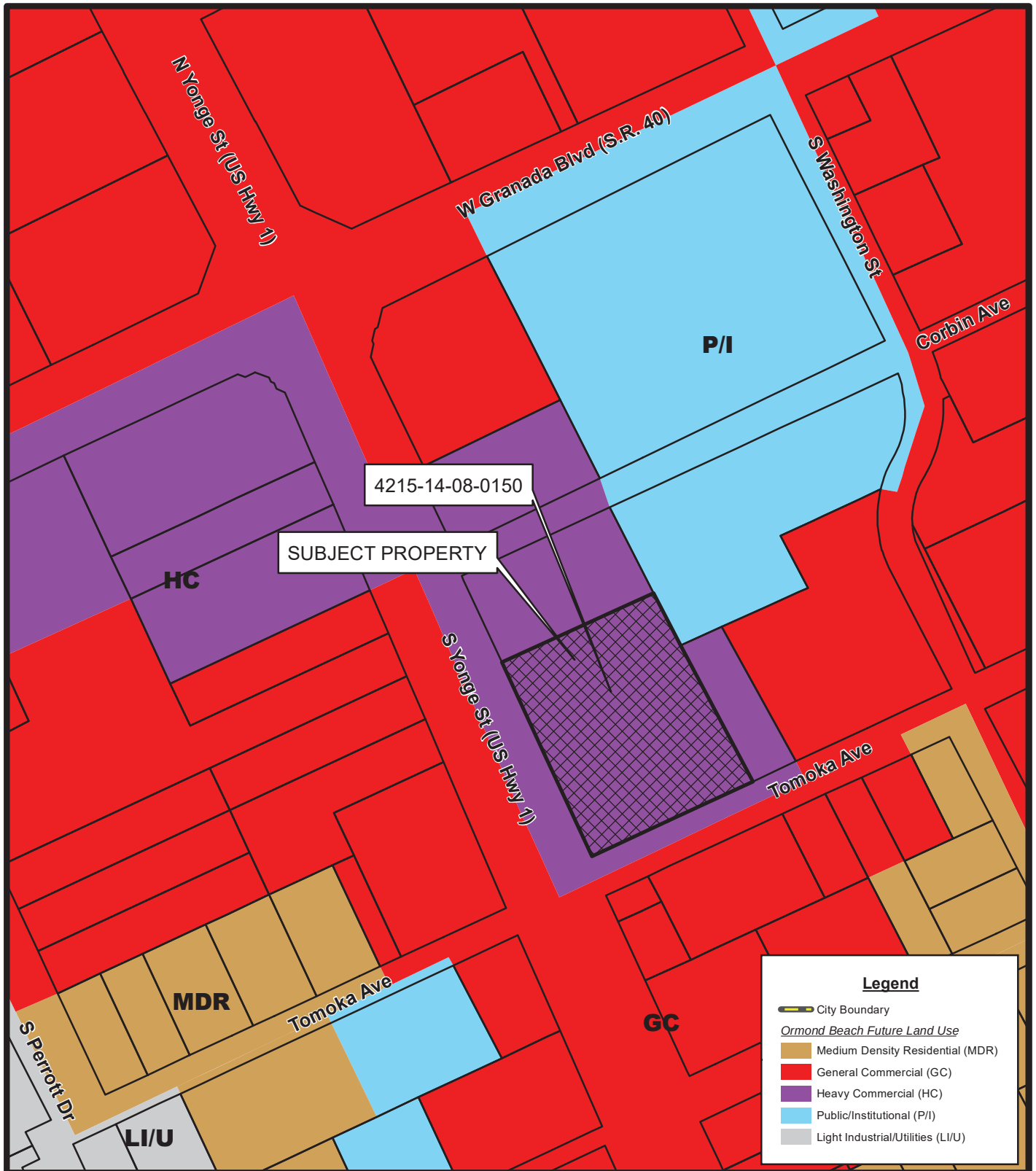
Site Maps and pictures



**AERIAL MAP
49 SOUTH YONGE STREET
(4215-14-08-0150)**

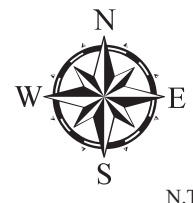
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023

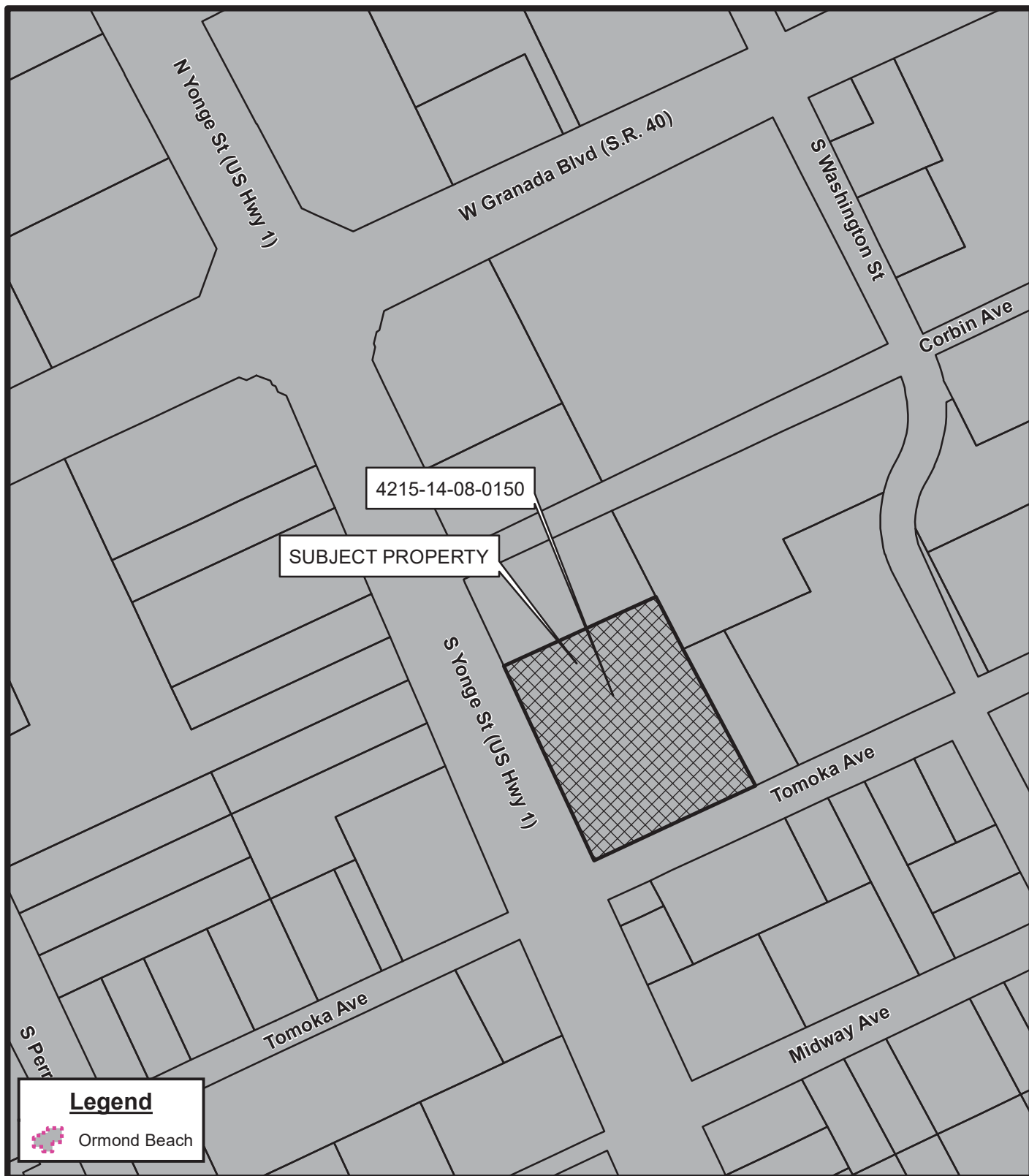




**FUTURE LAND USE MAP
49 SOUTH YONGE STREET
(4215-14-08-0150)**

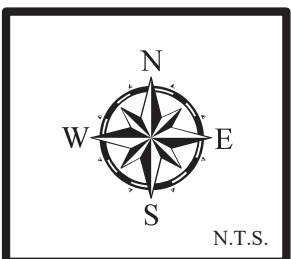
Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023

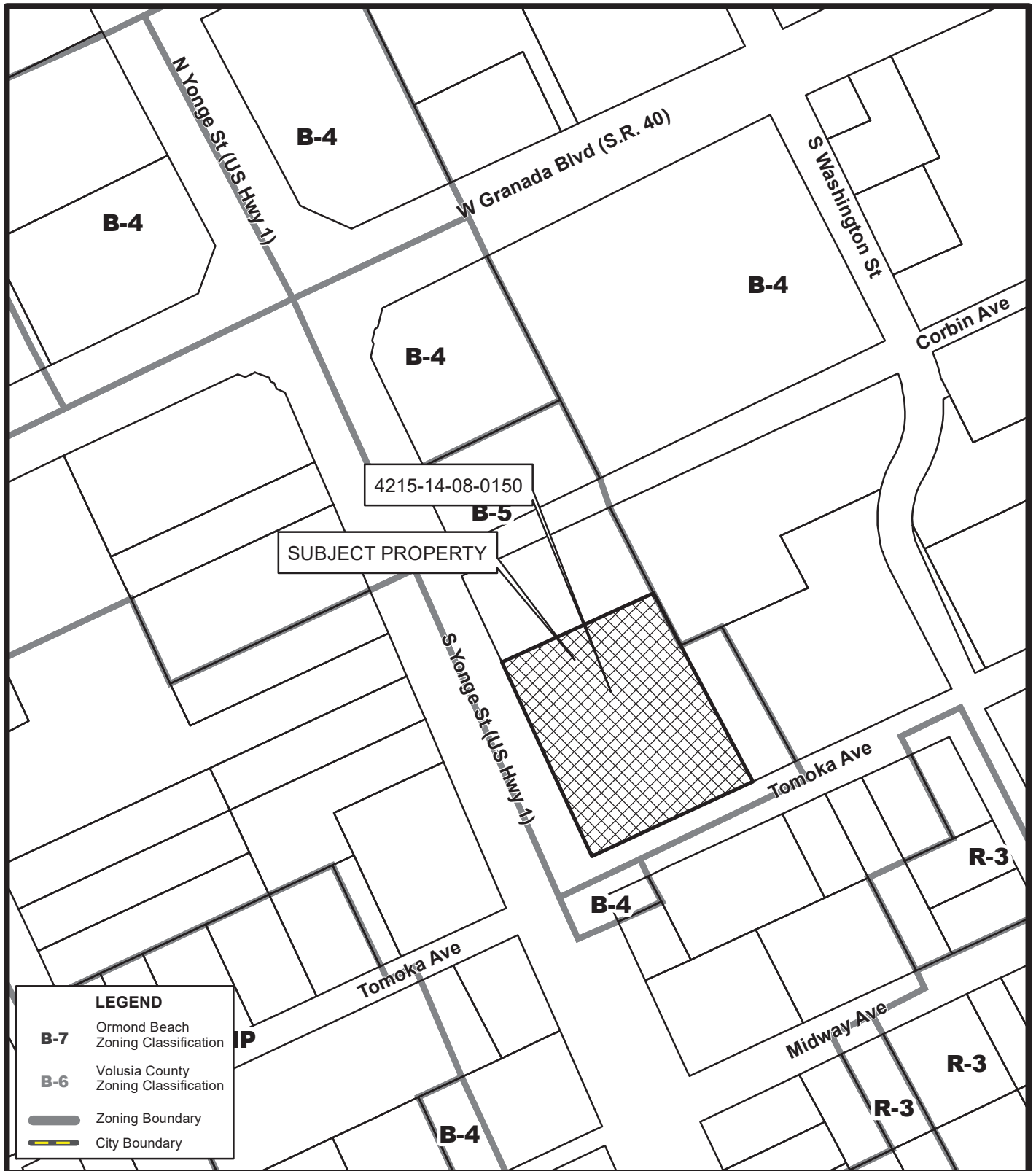




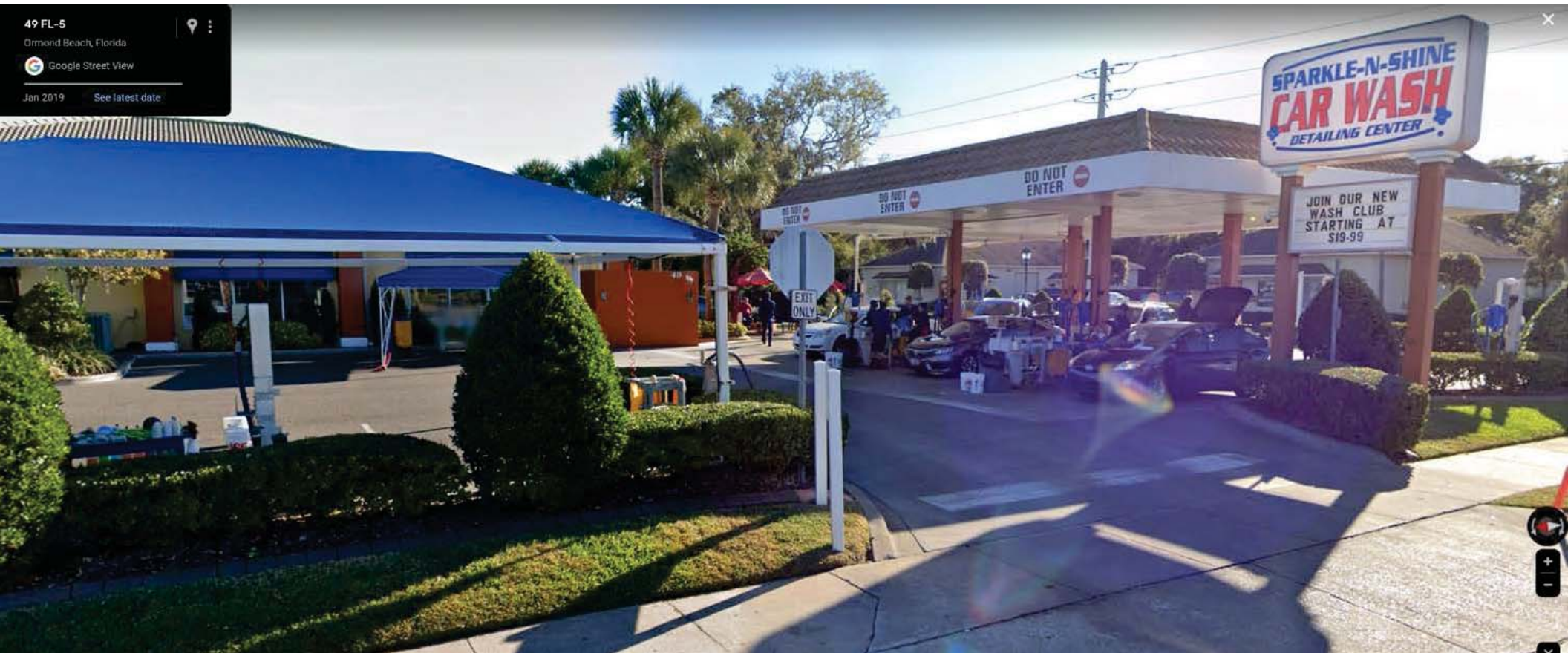
LOCATION MAP
49 SOUTH YONGE STREET
(4215-14-08-0150)

Prepared By: The City of Ormond Beach
G.I.S. Department - May 3, 2023





Google street view of 49 South Yonge Street, 2019





49 South Yonge Street, May 2023, looking north



49 South Yonge Street, May 2023, looking south



49 South Yonge Street, May 2023, looking east



49 South Yonge Street, May 2023, looking east



49 South Yonge Street, May 2023, looking south

ATTACHMENT 3

Applicant letter and site
plan

April 28, 2023

The existing car wash is proposing to make improvements to the site to facilitate a more streamlined experience while increasing safety to U.S. Highway 1. The project includes removing 7 existing typical parking spaces closest to U.S. Highway 1 and eliminating one existing egress onto U.S. Highway 1, reducing the number of possible conflicting movements. The proposed improvements include 11 new pedestal vacuum stall parking spaces, one of which is an ADA-accessible space, as well as updated landscape screening along U.S. Highway 1 which are being served by 13 pedestal vacuums. The existing stripping will be removed around the site and new stripping will be placed for the new streamlined experience. The existing vacuum stalls located at the eastern portion of the property (203 Tomoka Avenue) will remain to be used by the car wash and will not be removed.

The proposed pedestal vacuum stall parking spaces are along the front of U.S Highway 1 rather than the side or back of the property to, as stated above, facilitate a more streamlined experience for the car wash and increase operational movement of the car wash rather than have customers drive back onto Tomoka Avenue to access vacuums. The proposed vacuum stalls include an ADA accessible space not present on the site for customers to either use the vacuum or access the on-site building.

NOTE: THE BOUNDARY SURVEYING WAS PERFORMED BY AMERICAN SURVEYING & MAPPING INC. ON 06.24.2021. THE TOPOGRAPHIC SURVEYING WAS PERFORMED BY AMERICAN SURVEYING & MAPPING INC. ON 09.12.2022. CAPRINE ENGINEERING, LLC MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION SHOWN HEREIN AS PART OF THE SURVEY.

SITE IMPROVEMENTS FOR MISTER CAR WASH 49 SOUTH YONGE STREET ORMOND BEACH, FL

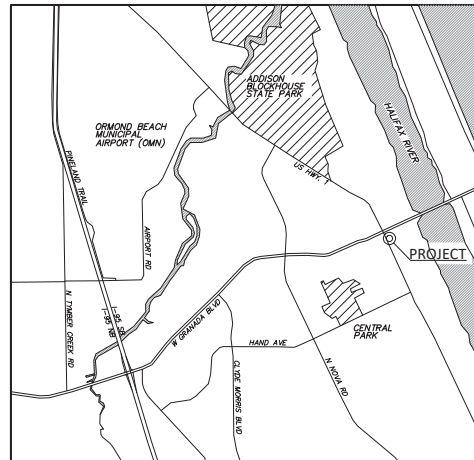
SECTION 15, T-14-S, R-32-E
LOTS S,T,U,V,W,X,& Y, SUBDIVISION OF RIVER LOT 7, ORMOND BEACH, FLORIDA
PARCEL# 421514080150

INDEX

SHEET NO.	DESCRIPTION
SHEET C0.0	TITLE SHEET
SHEET C0.1	EXISTING CONDITIONS - OVERALL
SHEET C0.2	EXISTING CONDITIONS - SITE WORK AREA
SHEET C0.3	DEMOLITION AND EROSION AND SEDIMENT CONTROL PLAN
SHEET C1.0	SITE PLAN
SHEET C2.0	MAINTENANCE OF TRAFFIC (MOT) PLAN

SITE DATA

MUNICIPALITY:	THE CITY OF ORMOND BEACH
ZONING:	B-5, SERVICE COMMERCIAL DISTRICT
LOT SIZE:	37,678, SF± (0.86AC±)
DISTURBED AREA:	1,852 SF± (0.04 AC±)
EXISTING BUILDING AREA:	5,417 SF.
PARKING:	
PARKING RATIO REQD:	3 SPACES PLUS 1 SPACES FOR EACH MANAGER OR EMPLOYEE ON THE LARGEST SHIFT
PROVIDED:	1 ADA VACUUM SPACE 7 TYPICAL SPACES 22 VACUUM SPACES 30 TOTAL SPACES



VICINITY MAP
NOT TO SCALE

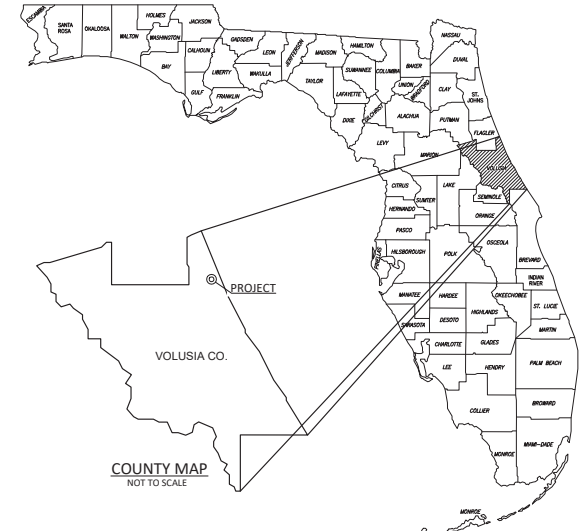
CONTACT INFORMATION

• Civil Engineer

CAPRINE ENGINEERING, LLC
3 OFFICE PARK CIRCLE, SUITE 226
BIRMINGHAM, AL 35223
(P): (205) 423-5082
CONTACT: E. CHRIS ECKROATE, P.E.
FL PE LICENSE #92497

• Owner

CAR WASH HEADQUARTERS, INC., A DELAWARE CORPORATION
222 E. 5TH STREET
TUCSON, AZ 85705
(P): (520) 615-4000
CONTACT: KATHERINE YODELMAN
(E):KVARGAS@MISTERCARWASH.COM



COUNTY MAP
NOT TO SCALE



STATE MAP
NOT TO SCALE

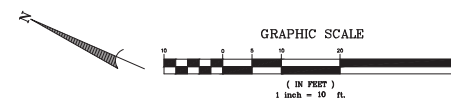


FOR PERMIT 05.01.2023

EXCEPT SHEET C0.1-C0.2

C0.0

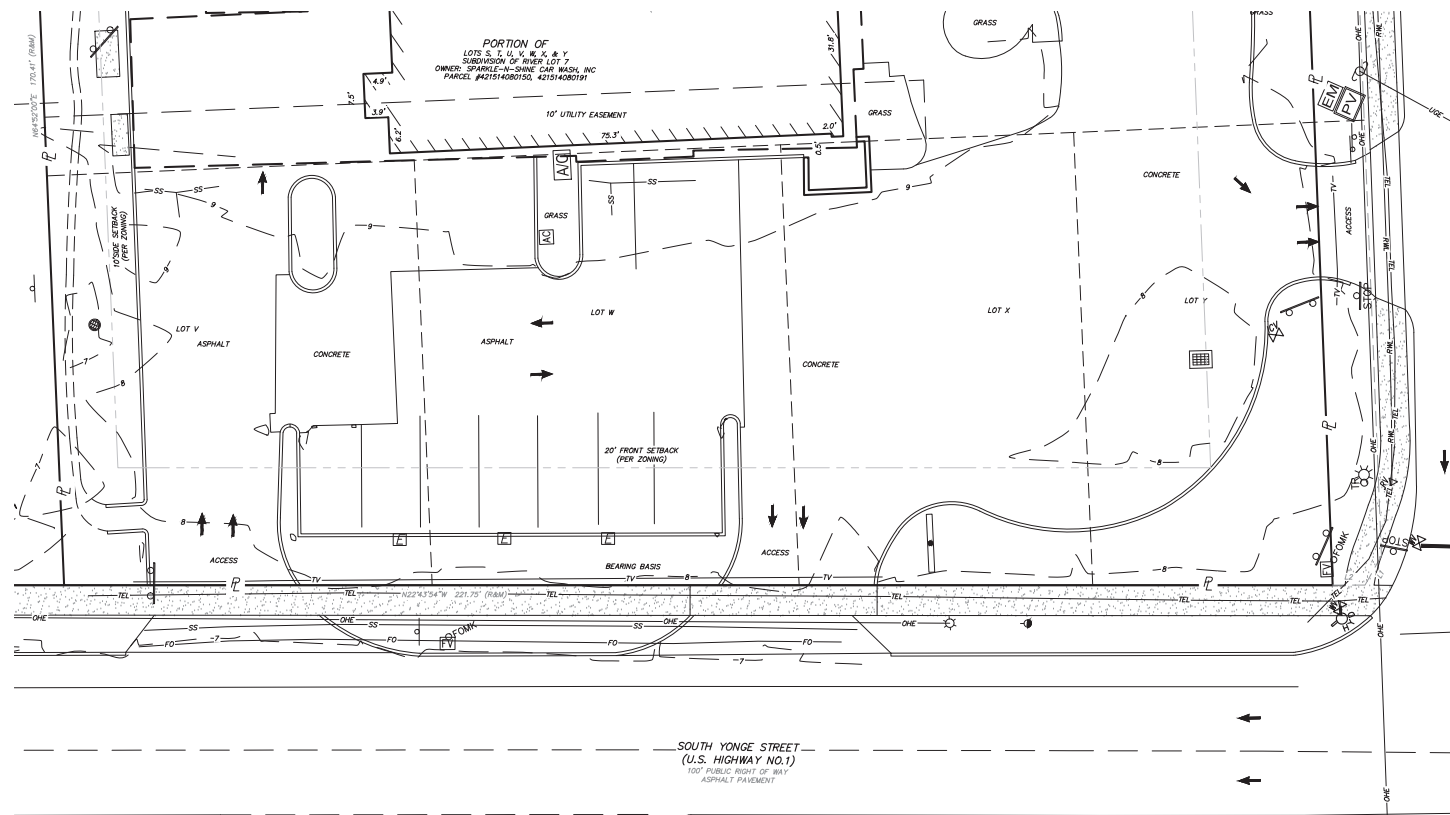
1 of 6

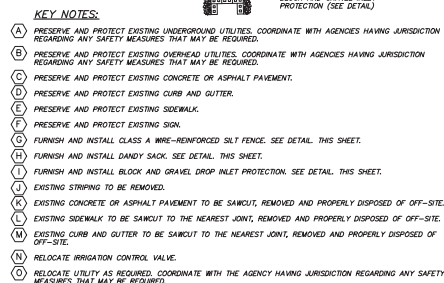
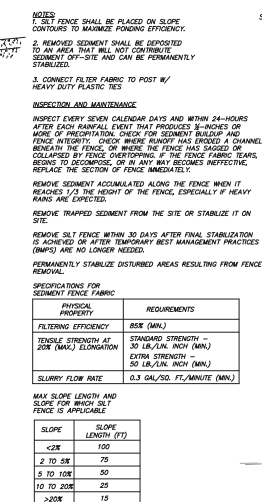


NOTE: THE BOUNDARY SURVEYING WAS PERFORMED BY AMERICAN SURVEYING & MAPPING INC. ON 06.24.2021. THE TOPOGRAPHIC SURVEYING WAS PERFORMED BY AMERICAN SURVEYING & MAPPING INC. ON 09.12.2022. CAPRINE ENGINEERING, LLC MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION SHOWN HEREIN AS PART OF THE SURVEY.

BOUNDARY SURVEYING PERFORMED AND PROVIDED BY:
AMERICAN SURVEYING & MAPPING INC.
ALFRED J. KESLER
FLORIDA PSM #6947
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979

TOPOGRAPHIC SURVEYING PERFORMED AND PROVIDED BY:
AMERICAN SURVEYING & MAPPING INC.
E. GLENN TURNER
FLORIDA PSM #5643
3191 MAGUIRE BLVD., SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979



[illegible]

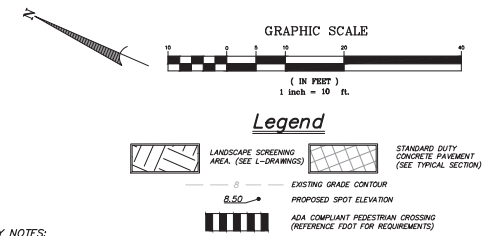
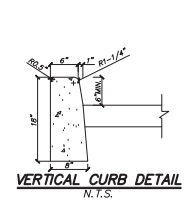
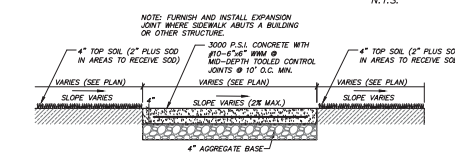
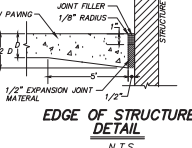
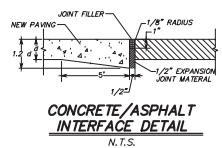
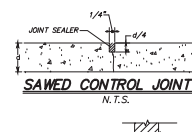
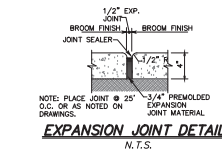
DEMOITION AND EROSION AND
SEDIMENT CONTROL PLAN

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SHEET 4 OF 6

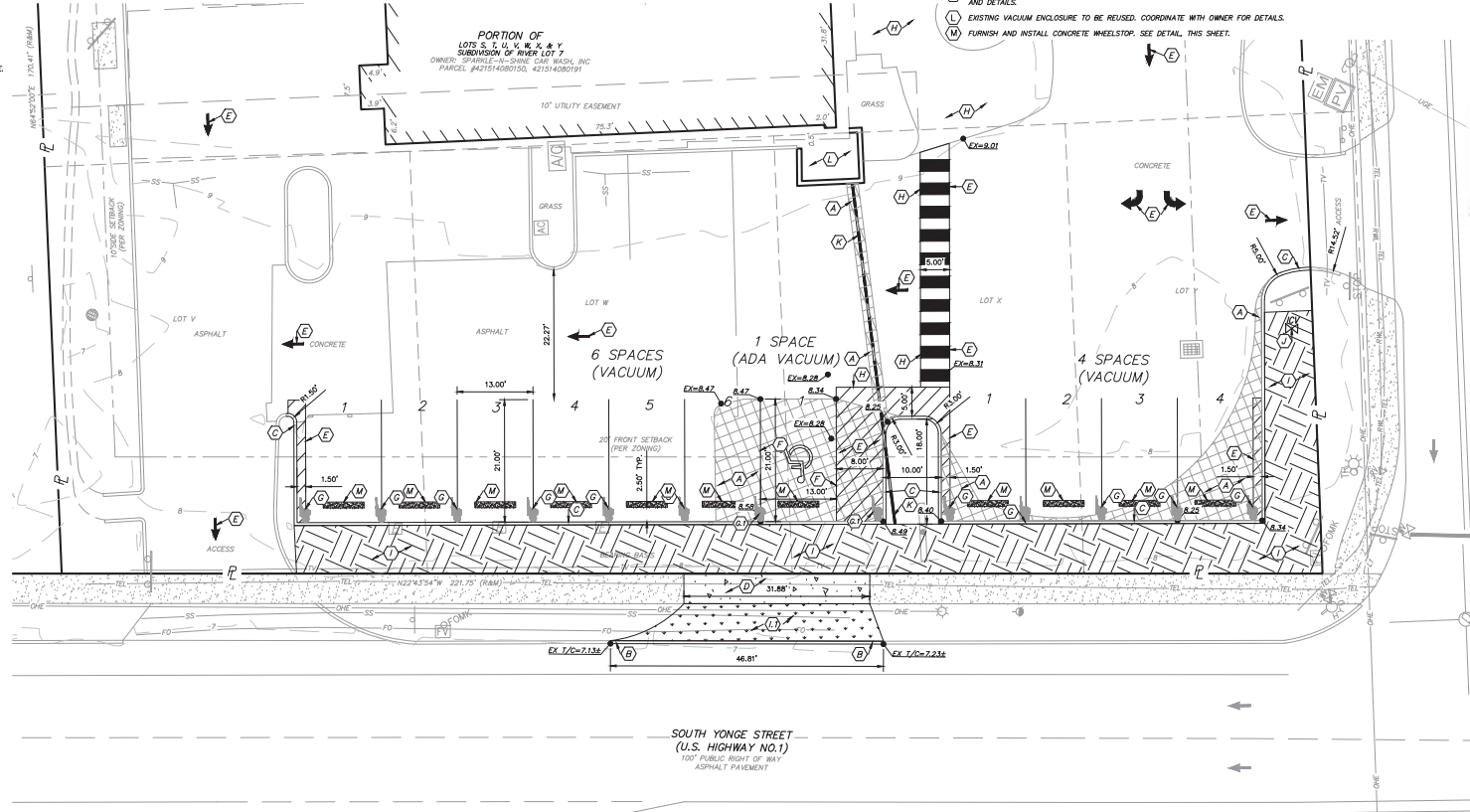
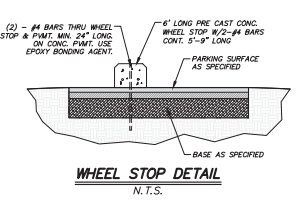
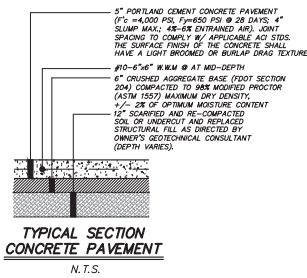
GENERAL NOTES:

- THE BOUNDARY INFORMATION AS SHOWN WAS OBTAINED FROM SURVEY PRODUCED BY AMERICAN SURVEYING & MAPPING INC., DATED JUNE 24, 2021. CAPRINE ENGINEERING, LLC MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE SURVEY INFORMATION SHOWN HEREIN, WHETHER EXPRESSED OR IMPLIED. ANY CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND PROJECT ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS IN THE FIELD AND SHALL LOCATE ON THE GROUND WITH PAINT OR OTHER EASILY VISIBLE MEANS ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION EFFORTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND CONDITIONS OF ALL UTILITIES TO BE UTILIZED FOR CONSTRUCTION SERVICE WORK UPS, STORM SENSORS, AND SANITARY SENSORS PRIOR TO PROCEEDING WITH THE LAYING OF PIPE. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCIES. ALL SERVICE CONNECTIONS TO UTILITIES SHALL BE APPROVED BY THE RESPECTIVE UTILITY COMPANY AND SHALL CONFORM TO THE UTILITY'S LATEST SPECIFICATIONS FOR INSTALLATION.
- THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES CONCERNING CONFLICTS, RELOCATION, REMOVAL, AND INTERRUPTIONS OF SERVICE.
- THE WORK REQUIRED TO RELOCATE, REMOVE, INSTALL, REPLACE, ETC. UTILITIES, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WITHIN THE LIMITS OF WORK, UNLESS OTHERWISE NOTED ON PLANS.
- THE CONTRACTOR SHALL PRESERVE AND PROTECT ACCORDING TO THE INSTRUCTIONS OF THE UTILITY INVOLVED, ANY "LIVE" UTILITIES LOCATED BY THE UTILITY COMPANY OR THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXTENT, LOCATION AND ELEVATION OF THE EXISTING IMPROVEMENTS, IF ANY SIGNIFICANT DIFFERENCE IN SITE CONDITION OR ELEVATION IS FOUND, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL BE IN POSSESSION OF ALL REQUIRED PERMITS PRIOR TO ANY CONSTRUCTION EFFORTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXTENT, LOCATION AND ELEVATION OF THE EXISTING IMPROVEMENTS, IF ANY SIGNIFICANT DIFFERENCE IN SITE CONDITION OR ELEVATION IS FOUND, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ALL CONCRETE, SIDEWALKS, PIPES, WALLS, CANOPIES, TREES AND VEGETATION, ETC. DAMAGED DURING CONSTRUCTION THAT ARE NOT A PART OF THE SCOPE OF WORK OR WITHIN THE PROJECT AREA. ALL DISTURBED AREAS THAT ARE NOT A PART OF THE SCOPE OF WORK OR WITHIN THE PROJECT AREA SHALL BE RESTORED TO THE ORIGINAL CONDITION OR AS ACCEPTED BY THE OWNER.
- UNSTABLE AND PUMPING SUBGRADE CONDITIONS MAY OCCUR DURING SITE PREPARATION AND GRADING OPERATIONS. PROPER PROTECTION OF SUBGRADE, DRAINAGE AND DETERMINING WILL BE CRITICAL TO SITE CONSTRUCTION EFFORTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MINIMIZE EQUIPMENT TRAFFIC ACROSS THE SITE. EVERY EFFORT SHALL BE MADE TO LOCALIZE EQUIPMENT STAGING AND TRAFFIC TO SPECIFIC AREAS AND LIMIT THE AMOUNT OF UNDERCUTTING AND SOIL STABILIZATION THAT MAY BE NEEDED.
- ALL GRADING OPERATIONS SHALL BE MONITORED BY A QUALIFIED INDEPENDENT GEOTECHNICAL CONSULTANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING SAID CONSULTANT IN ADVANCE OF ALL REQUIRED TESTING AND SECURING COPIES OF THE REPORTS OF THE TESTS TO THE PROJECT.
- ANY EXCESS SOIL MATERIAL, AND/OR UNSUITABLE SOIL MATERIAL SHALL BE HAULED OFF SITE AND LEGALLY DISPOSED OF AT THE CONTRACTOR'S EXPENSE. ANY QUESTIONS OR CONCERNS REGARDING THE REMOVAL OF THESE ITEMS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER, THE OWNER'S GEOTECHNICAL ENGINEER AND THE OWNER IMMEDIATELY.
- ALL SPOT ELEVATIONS SHOWN REFLECT ELEVATIONS AT GUTTERLINE, ASPHALT, OR GROUND LEVEL UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS ARE TO THE FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRIPE UNLESS OTHERWISE NOTED.
- ALL DRAINAGE STRUCTURES, INLETS, BOWLS, MANHOLES, ETC. SHALL BE POURED IN PLACE OR PRECAST CONCRETE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL FLOW LINE ELEVATIONS AND THE PERCENT OF GRADE OF STORM LINES THAT ARE INSTALLED. CONSTRUCTION OF THESE UTILITIES IS TO BEGIN AT THE LOWEST POINT AND PROCEED "UPSTREAM."
- INSTALLATION OF UTILITY AND WATER STRUCTURES WITHIN THE LIMITS OF THE EXISTING SANITARY SEWER EASEMENT IS PROHIBITED.
- UTILITIES, BOTH OVERHEAD AND UNDERGROUND, MAY EXIST WITHIN THE LIMITS OF CONSTRUCTION THAT ARE NOT SHOWN ON THIS PLAN. ALL UTILITIES SHALL BE KEPT LIVE DURING CONSTRUCTION OPERATIONS UNLESS OTHERWISE APPROVED BY THE UTILITY HAVING JURISDICTION. ALL WATER LINE CROSSINGS WITH IN-PLACE UTILITIES SHALL BE IN ACCORDANCE WITH THE STANDARDS OF THE UTILITY HAVING JURISDICTION AND PERFORMED IN THE PRESENCE ON-SITE OF THE RESPECTIVE UTILITY INSPECTOR.



KEY NOTES:

- FURNISH AND INSTALL STANDARD DUTY CONCRETE PAVEMENT. COMPLY WITH APPLICABLE SECTIONS OF THE FDOT STANDARDS AND SPECIFICATIONS MANUAL, CURRENT EDITION. SEE TYPICAL SECTION, THIS SHEET.
- FURNISH AND INSTALL CURB AND GUTTER. MATCH EXISTING CURB AND GUTTER IN KIND.
- FURNISH AND INSTALL 6" VERTICAL CURB. SEE DETAIL, THIS SHEET.
- FURNISH AND INSTALL 4" THICK CONCRETE SIDEWALK. SEE DETAIL, THIS SHEET. THE CONTRACTOR SHALL REPLACE EXISTING SIDEWALK TO THE NEAREST JOINT. ENSURE TRANSITIONS TO EXISTING SIDEWALK ARE SMOOTH AND AESTHETICALLY PLEASING.
- FURNISH AND INSTALL 4" PARKING STALL STRIPES, TRAFFIC LEGENDS, AND CHEVRONS AS APPLICABLE. RE-Paint OVER EXISTING STRIPES. COMPLY WITH APPLICABLE SECTIONS OF THE FDOT STANDARDS AND SPECIFICATIONS MANUAL, CURRENT EDITION. [COLOR WHITE (OR HC BLUE AS APPLICABLE), NON-REFLECTIVE, 2 COATS].
- FURNISH AND INSTALL ADA COMPLIANT PARKING, LEGENDS, STRIPES, AND SIGNAGE. SEE DETAIL. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS FOR ADA PARKING SPOT AND LOADING SPACES TO ENSURE THAT NO SPOTS HAVE A SLOPE GREATER THAN 2.0%. THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER IMMEDIATELY OF ANY ISSUES THAT MAY ARISE.
- FURNISH AND INSTALL ADA VACUUM STALL. REFERENCE STRUCTURAL DRAWINGS FOR DETAILS.
- FURNISH AND INSTALL ADA VACUUM STALL. REFERENCE STRUCTURAL DRAWINGS FOR DETAILS.
- AREA OF CRITICAL ELEVATIONS, THE CONTRACTOR SHALL ENSURE CROSS SLOPES SHALL NOT EXCEED 2.0% OR THE RUNNING SLOPE EXCEED 5.0%. THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER IMMEDIATELY OF ANY ISSUES THAT MAY ARISE.
- FURNISH AND INSTALL LANDSCAPE SCREENING. SEE L-DRAWINGS.
- FURNISH AND INSTALL SOD. MATCH EXISTING IN KIND.
- RELOCATE IRRIGATION CONTROL VALVE.
- UNDERGROUND CONNECTION FROM VACUUM ENCLOSURE TO VACUUM STALLS. REFERENCE STRUCTURAL DRAWINGS FOR EXACT LOCATION AND DETAILS.
- EXISTING VACUUM ENCLOSURE TO BE REUSED. COORDINATE WITH OWNER FOR DETAILS.
- FURNISH AND INSTALL CONCRETE WHEELSTOP. SEE DETAIL, THIS SHEET.



CAPRINE
PLANNING-CIVIL ENGINEERING-CONSULTING
3 OFFICE PARK CIRCLE, SUITE 226 BIRMINGHAM, ALABAMA 35203
STATE OF FLORIDA DOC. NO. MZ1000012528

DATE: 05.01.2023

PLAN ISSUE: FOR PERMIT

EDWARD CHRISTOPHER COLEMAN
No. 92497
STATE OF FLORIDA

SITE PLAN

PROJECT NO. 22.019

SCALE: 1"=10'

DRAWN: TT REVIEW: CE

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174

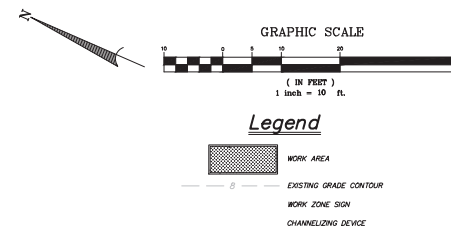
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SHEET 5 OF 6

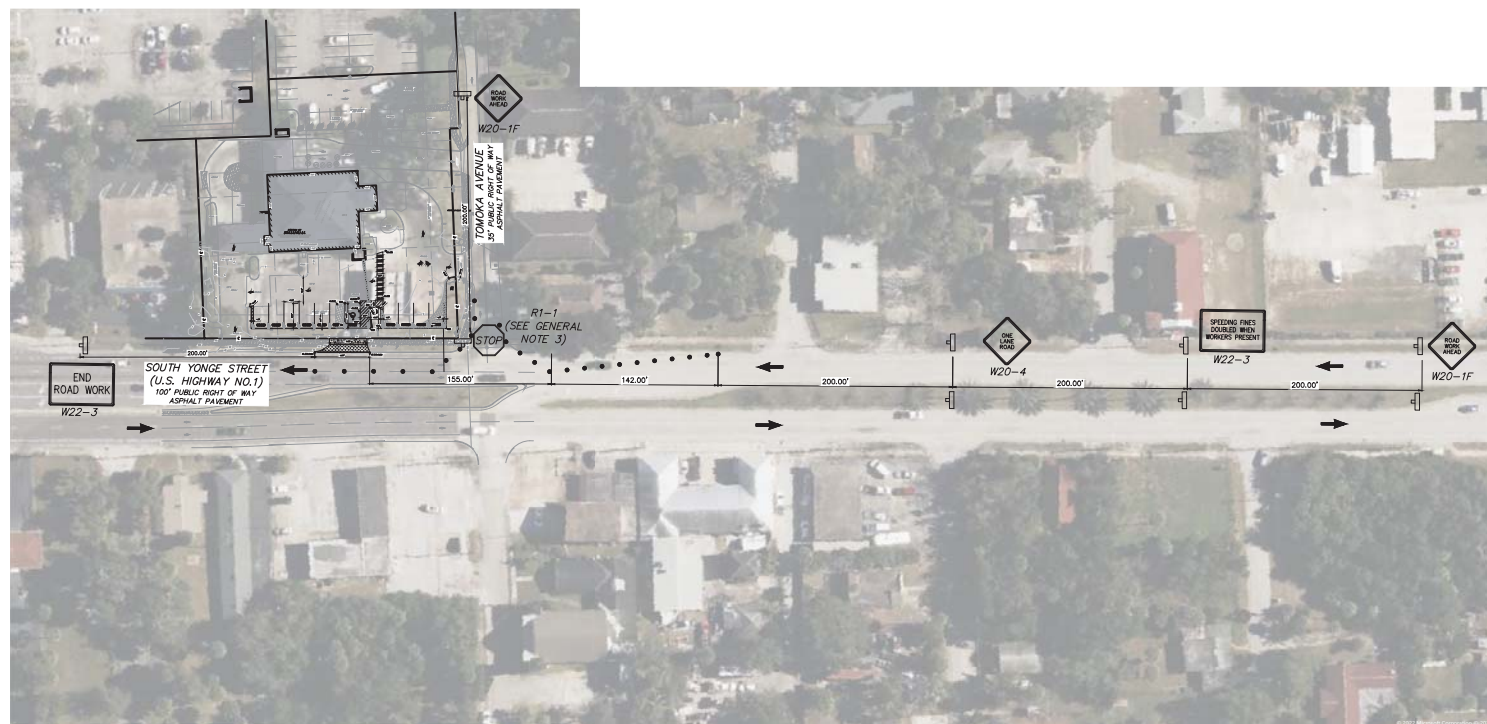
PROJECT NO. 22.019

SCALE: 1"=10'

DRAWN: TT REVIEW: CE



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MAINTENANCE OF TRAFFIC (MOT) PLAN

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174

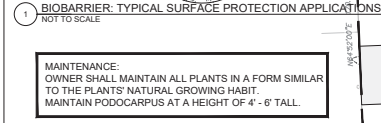
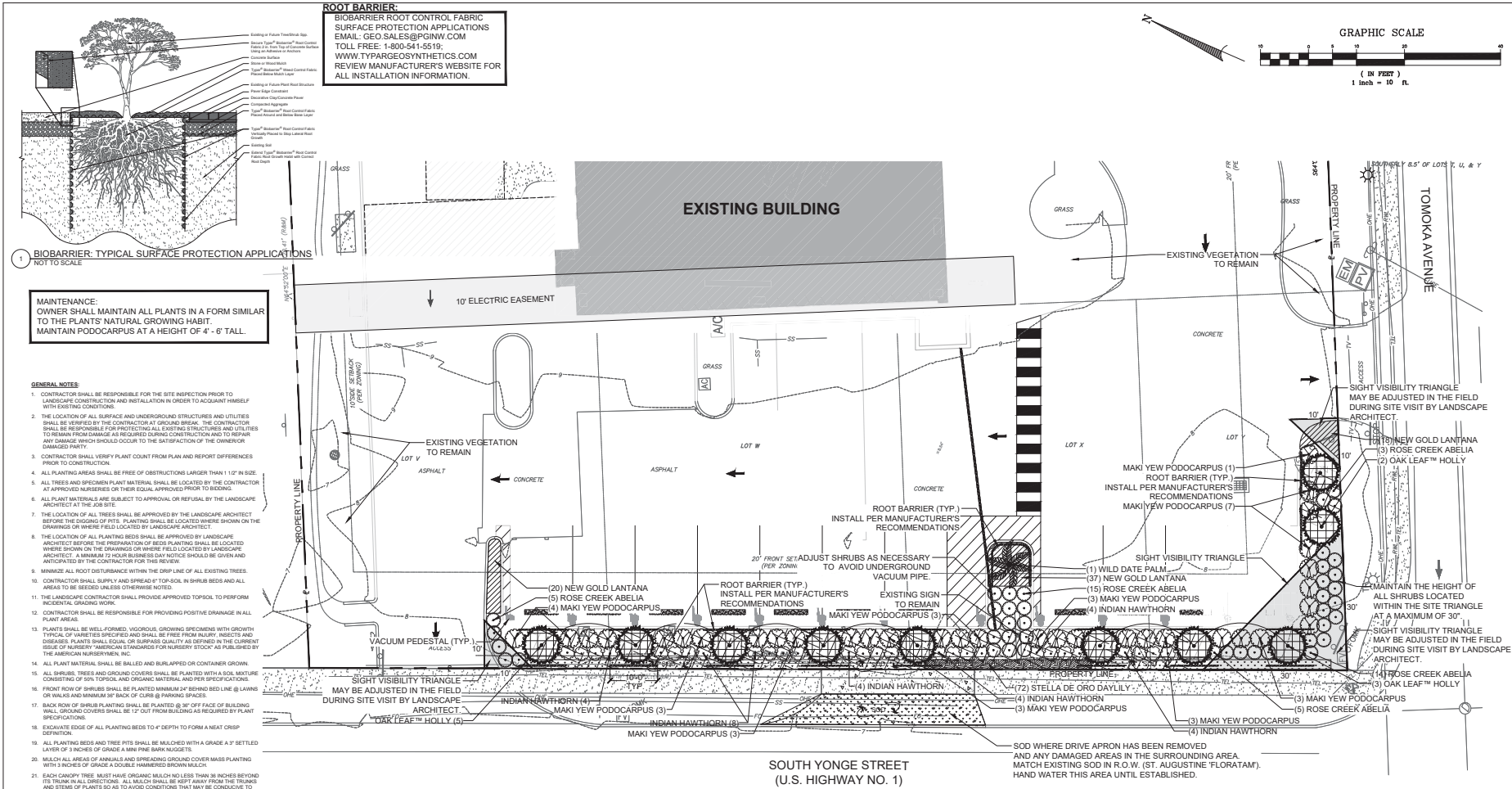
PROJECT NO. 22.019

SCALE: 1"=50'

DRAWN: TT	REVIEW: CE
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C2.0

SHEET 6 OF 6



- GENERAL NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS.
 - THE LOCATION OF ALL SURFACE AND UNDERGROUND STRUCTURES AND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR AT GROUND BREAK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES TO REMAIN FROM DAMAGE AS REQUIRED DURING CONSTRUCTION AND TO REPAIR ANY DAMAGE WHICH SHOULD OCCUR TO THE SATISFACTION OF THE OWNER/DAMAGED PARTY.
 - CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES PRIOR TO CONSTRUCTION.
 - ALL PLANTING AREAS SHALL BE FREE OF OBSTRUCTIONS LARGER THAN 1/2" IN SIZE.
 - ALL TREES AND SPECIMEN PLANT MATERIAL SHALL BE LOCATED BY THE CONTRACTOR AT APPROVED NURSERY OR THEIR EQUAL, APPROVED PRIOR TO MOVING.
 - ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REJECTION BY THE LANDSCAPE ARCHITECT AT THE JOB SITE.
 - THE LOCATION OF ALL PLANTING BEDS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT BEFORE THE PREPARATION OF BEDS. PLANTING SHALL BE LOCATED WHERE SHOWN ON THE DRAWINGS OR WHERE FIELD LOCATIONS SHOULD BE GIVEN AND ANTICIPATED BY THE CONTRACTOR FOR THIS REVIEW.
 - MINIMIZE ALL ROOT DISTURBANCE WITHIN THE DRAIN LINE OF ALL EXISTING TREES.
 - CONTRACTOR SHALL SUPPLY AND SPREAD TOP SOIL IN SHRUB BEDS AND ALL AREAS TO BE SEEDS OTHERWISE NOTED.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE APPROVED TOPSOIL TO PERFORM INCIDENTAL GRADING WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE IN ALL PLANT AREAS.
 - PLANTS SHALL BE WELL-FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL BE EQUAL OR SUPERIOR QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN ASSOCIATION.
 - ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
 - ALL SHRUBS, TREES AND GROUND COVERS SHALL BE PLANTED WITH A SOIL MIXTURE CONSISTING OF 50% TOPSOIL AND ORGANIC MATERIAL PER SPECIFICATIONS.
 - FRONT ROW OF SHRUBS SHALL BE PLANTED MINIMUM 2" BEHIND BED LINE @ LANS OR WALKS AND MINIMUM 18" BACK OF CURB @ PARKING SPACES.
 - BACK ROW OF SHRUB PLANTING SHALL BE PLANTED @ 30" OFF FACE OF BUILDING WALL. GROUND COVERS SHALL BE 12" OFF FROM BUILDING AS REQUIRED BY PLANT SPECIFICATIONS.
 - EXCAVATE EDGE OF ALL PLANTING BEDS TO 4" DEPTH TO FORM A NEAT CRISP DEFINITION.
 - ALL PLANTING BEDS AND TREE PITTS SHALL BE MULCHED WITH A GRADE 3" SETTLED LAYER OF 3/4" INCHES OF GRASS & MINIMUM 1/2" MULCH NUGGETS.
 - MULCH ALL AREAS OF ANNUALS AND SPREADING GROUND COVER MASS PLANTING WITH 1/2" INCHES OF GRASS & DOUBLE MULCHED BROWN MULCH.
 - EACH CANOPY TREE MUST HAVE ORGANIC MULCH NO LESS THAN 36 INCHES BEYOND ITS TRUNK IN ALL DIRECTIONS. ALL MULCH SHALL BE KEPT AWAY FROM THE TRUNKS AND STEMS OF PLANTS SO AS TO AVOID CONDITIONS THAT MAY BE CONDUCTIVE TO COLLAR ROT, BARK CANCER, OR OTHER FUNGI. THE USE OF CYPRESS OR CEDAR MULCH IS STRONGLY DISCOURAGED.
 - GRASS: ALL AREAS TO BE GRASSED SHALL BE FILLED AND GRADED TO A DEPTH OF 6" BELOW BED LINE. GRASS SHALL BE APPLIED AT A RATE OF 100 POUNDS PER 1000 SQ. FT. AND TURF GRASS OR EQUAL (12-18 BROWN RATE) AT A RATE OF 50 POUNDS PER 1000 SQ. FT. SEEDS ARE GRASS SEEDS COVERED WITH A MINIMUM OF 1/2" OF SOIL.
 - ALL DISTURBED AREAS NOT PLANTED WITH SHRUBS, TREES, OR SOIL SHALL BE SEEDS.
 - GRADE ALL AREAS FOR APPROVAL BY LANDSCAPE ARCHITECT BEFORE SOODING.
 - SEASONAL COLOR SHALL BE PLANTED IN FLOWERING STATE.
 - CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS FOR ONE FULL YEAR FROM DATE OF SUBMITTAL COMPLETION.
 - REMOVE ANY AND/OR ALL WIRING AND STAKES AT END OF GUARANTEE PERIOD.
 - WHEN TREES ARE PLANTED THE MONTH OF MARCH THRU OCTOBER, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE SOIL MOISTURE RETENTION AGENT AS TERRA-SOFT OR EQUAL, FOR EACH TREE INSTALLATION.
 - NOTE: ALL TREES AND SHRUBS NOT COVERED BY IRRIGATION TO BE AMENDED WITH TERRA SOFT WATER RETAINING AGENT AS PER MANUFACTURERS RECOMMENDATIONS.

- LAJAVOY NOTES:**
- THE LOCATION OF ALL SURFACE AND UNDERGROUND STRUCTURES AND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR AT GROUND BREAK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES AND UTILITIES TO REMAIN FROM DAMAGE AS REQUIRED DURING CONSTRUCTION AND TO REPAIR ANY DAMAGE WHICH SHOULD OCCUR TO THE SATISFACTION OF THE OWNER/DAMAGED PARTY.
 - THE FINISHED GRADES SHALL BE PRELIMINARY DRAWING.
 - ALL SITE ELEMENT LOCATIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO EXCAVATION/INSTALLATION.
 - MINIMIZE ALL ROOT DISTURBANCE WITHIN THE DRAIN LINE OF ALL EXISTING TREES.
 - COORDINATE SLEEVE LOCATION/INSTALLATION WITH LANDSCAPE CONTRACTOR. INSTALLATION IS THE RESPONSIBILITY OF GENERAL CONTRACTOR.
 - IRRIGATION SLEEVES ARE TO BE SCHEDULE 40 PVC PIPE, PER SPECIFICATIONS, EXTENDED 18" MINIMUM BEYOND CURB OR PAVEMENT EDGE.
 - IRRIGATION SLEEVES ARE TO BE MARKED (EACH END) WITH A 2" X 4" STAKE FOR EASE OF LOCATION BY THE LANDSCAPE CONTRACTOR. SECURE OR CAP EACH END OF SLEEVE DURING INSTALLATION TO PREVENT CLOGGING.

PLANT SCHEDULE									
QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	HT.	SPREAD	SPACING	REMARKS	GRADE	
10	ABELIA X ROSE CREEK	ROSE CREEK ABELIA	3 GAL.	12" - 24" MIN.	36" O.C.	12" - 24" MIN.	FULL HEALTHY PLANT	#1 OR BETTER	
10	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI YEW PODOCARPUS	15 GAL.	12" - 18" MIN.	4" O.C.	12" - 18" MIN.	FULL HEALTHY SHRUB	#1 OR BETTER	
1	PHOENIX SYLVESTRIS	INDIAN HAWTHORN	3 GAL.	12" - 24" MIN.	36" O.C.	12" - 24" MIN.	FULL HEALTHY PLANT	#1 OR BETTER	
42	ABELIA X ROSE CREEK	ROSE CREEK ABELIA	3 GAL.	12" - 24" MIN.	36" O.C.	12" - 24" MIN.	FULL HEALTHY PLANT	#1 OR BETTER	
19	PODOCARPUS MACROPHYLLUS 'MAKI'	MAKI YEW PODOCARPUS	15 GAL.	12" - 18" MIN.	4" O.C.	12" - 18" MIN.	FULL HEALTHY SHRUB	#1 OR BETTER	
38	PHOENIX SYLVESTRIS	INDIAN HAWTHORN	3 GAL.	12" - 24" MIN.	36" O.C.	12" - 24" MIN.	FULL HEALTHY PLANT	#1 OR BETTER	
72	HEMEROCALLIS X STELLA DE ORO	STELLA DE ORO DAYLILY	1 GAL.	10" - 12" MIN.	10" - 12" MIN.	10" - 12" MIN.	FULL HEALTHY PLANT	#1 OR BETTER	
15	LANTANA X NEW GOLD	NEW GOLD LANTANA	4" POT		18" O.C.	18" O.C.	FULL HEALTHY PLANT	#1 OR BETTER	
513	STENOCHORDIA SECUNDATA 'FLORATAM'	FLORATAM ST. AUGUSTINE GRASS					HEALTHY, NO YELLOWING, PESTS, OR DISEASE		

PLANTING REQUIREMENTS			
	REQUIRED	PROVIDED	
YONGE STREET	Trees - 4 per every 100 L.F.	179.72 L.F. / 100 L.F. x 4 = 7.18 (8 trees)	8 Trees
	Shrubs - 40 per every 100 L.F.	179.72 L.F. / 100 L.F. x 40 = 71.8 (72 shrubs)	72 Shrubs
	Groundcovers - 40 per every 100 L.F.	179.72 L.F. / 100 L.F. x 40 = 71.8 (72 groundcover)	72 Groundcover
TOMOKA AVENUE	Trees - 3 per every 100 L.F.	52.56 L.F. / 100 L.F. x 3 = 1.57 (2 trees)	2 Trees
	Shrubs - 30 per every 100 L.F.	52.56 L.F. / 100 L.F. x 30 = 15.76 (16 shrubs)	22 Shrubs
	Groundcovers - 30 per every 100 L.F.	52.56 L.F. / 100 L.F. x 30 = 15.76 (16 groundcover)	18 Groundcover

CAPRINE
PLANNING-CIVIL ENGINEERING-CONSULTING
3015 PARK CIRCLE, SUITE 206, BIRMINGHAM, ALABAMA 35223
STATE OF FLORIDA DOC. NO. MZ100012508

DATE: 03-28-2023
FOR PERMIT: 03-01-2023
PLAN ISSUE: FOR PERMIT
FOR PERMIT

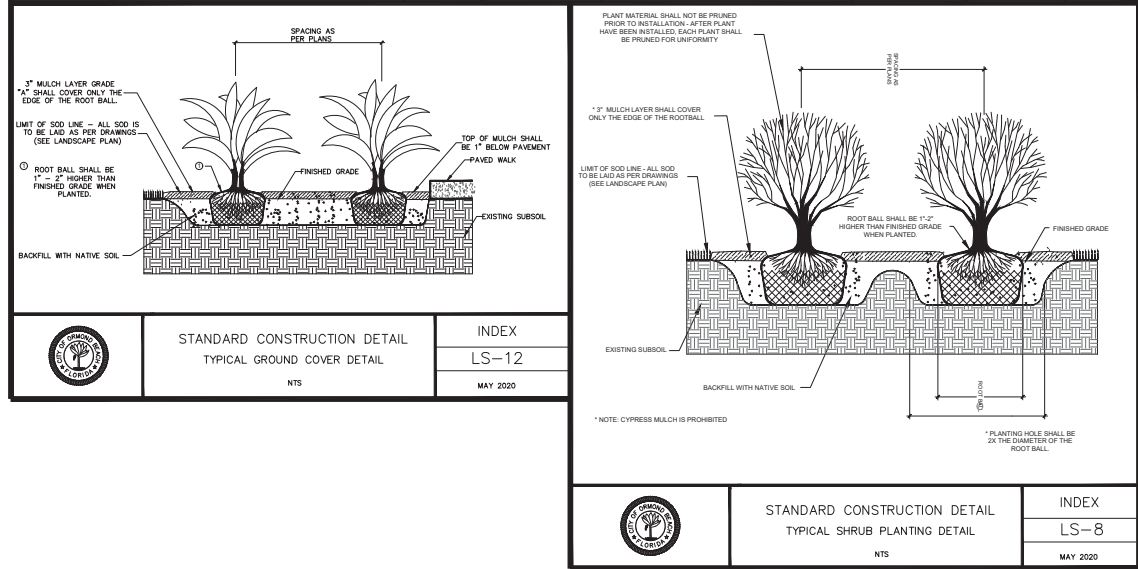
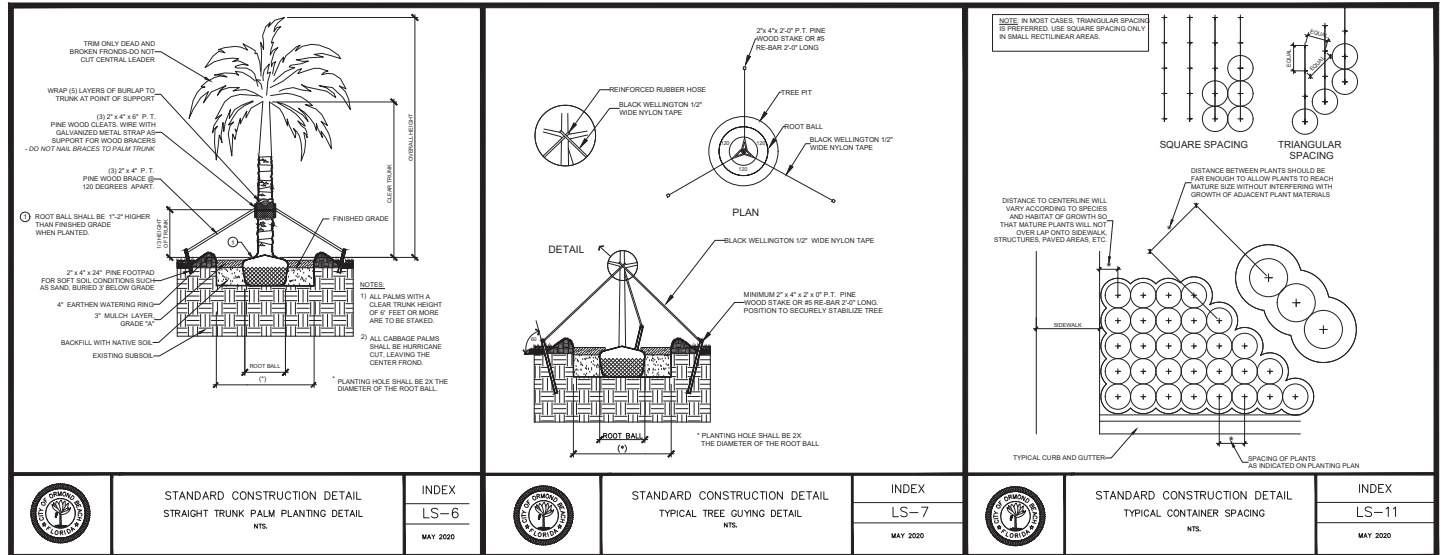
03-28-2023
CAPRINE

LANDSCAPE PLAN
PROJECT NO. 22.019
SCALE: 1"=10'
DRAWN: JRH REVIEW: SS

Renta
URBAN • LAND • DESIGN
205.545.7639
PO Box 309 • Birmingham, AL 35201
renta-wfd.com
RULD PROJECT NO. CAPR-2204

L1.0
SHEET 1 OF 5

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174



CAPRINE
PLANNING-CIVIL ENGINEERING-CONSULTING
301 PACE PARK CIRCLE, SUITE 226, BIRMINGHAM, ALABAMA 35203
STATE OF FLORIDA DOC NO. M2100012528

LANDSCAPE DETAILS

PROJECT NO. 22.019

DRAWN: JRH REVIEW: SS

L1.1

SHEET 2 OF 5

RENTA
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205.545.7639
PO Box 305 / Birmingham, AL 35201
renta-land.com
RULD PROJECT NO. CAPR-2204

[illegible]

CONCEPTUAL RENDERINGS

MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174

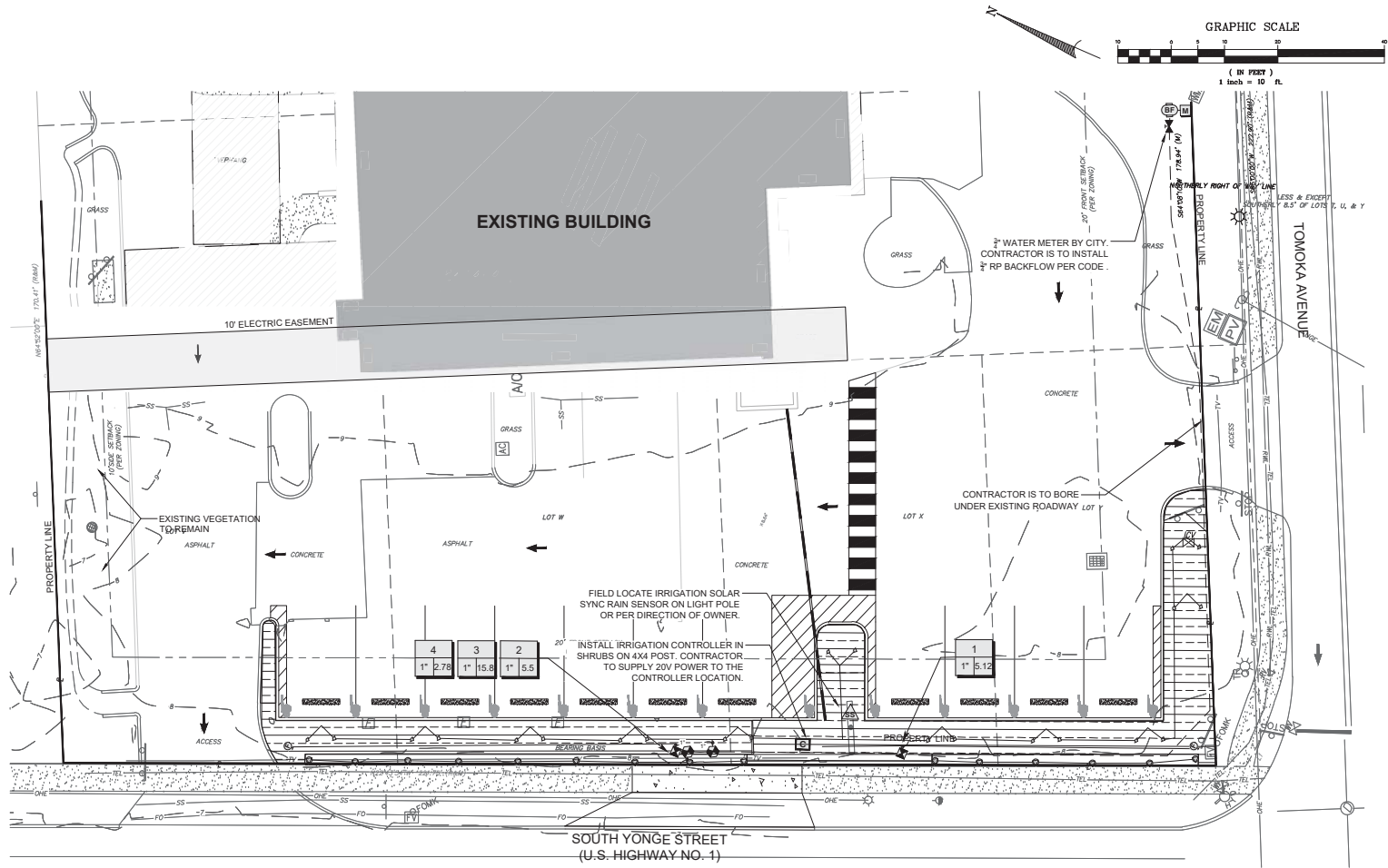
PROJECT NO. 22.019

DRAWN: JRH	REVIEW: SS
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L1.2

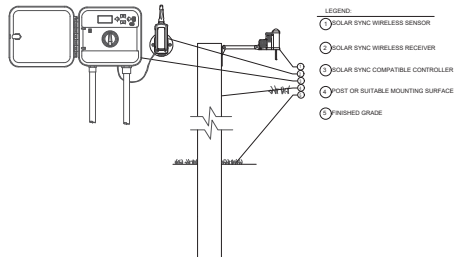
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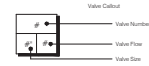
NOTE:
IF THERE IS AN EXISTING IRRIGATION SYSTEM
ON SITE, CONTRACTOR SHALL TIE INTO EXISTING
SYSTEM AND INSTALL THE IRRIGATION AS
SHOWN ON THIS SHEET.

IRRIGATION INSTALLER SHALL FOLLOW THE CITY
ORMOND BEACH IRRIGATION SCHEDULES WHEN
PROGRAMMING THE CONTROLLER. SEE CITY OF
ORMOND IRRIGATION SCHEDULES CHAPTER 22,
22-152
[HTTPS://WWW.ORMONDBEACH.ORG](https://www.ormondbeach.org)



SYMBOL	MANUFACTURER/MODEL
	Rain Bird 1804 1/2\"/>
	Rain Bird 1804 ADJ\"/>
	Rain Bird 1800-1400 Flood 1401\"/>
	Rain Bird KC2PQA-100-RP 1\"/>
	Flash Valve
	Area to Reconnect Drip
	Rain Bird WFD-08-15\"/>

SYMBOL	MANUFACTURER/MODEL
	Rain Bird PGA Angle 1\"/>
	Shut Off Valve
	Zurn 575SL 3/4\"/>
	Hunter HC-4 WPI Controller W/Hydrant
	Hunter WSS Solar Sync Rain Sensor
	Water Meter 3/4\"/>
	Irrigation Lateral Line PVC Class 200 SDR 21 1\"/>
	Irrigation Mainline PVC Class 200 SDR 21 1\"/>
	Pipe Slope PVC Schedule 40 4\"/>



1 IRRIGATION CONTROLLER WITH SOLAR SYNC SENSOR
NOT TO SCALE



IRRIGATION PLAN

PROJECT NO. 22.019
SCALE: 1"=10'
DRAWN: JRH REVIEW: SS

L2.0

SHEET 4 OF 5



MISTER CAR WASH SITE IMPROVEMENTS
49 SOUTH YONGE STREET
ORMOND BEACH, FL 32174



1. THE IRRIGATION CONTRACTOR SHALL VERIFY THE PRESSURE AND FLOW PRIOR TO COMMENCEMENT OF CONSTRUCTION. REPORT TO THE OWNER OR OWNERS REPRESENTATIVE ANY DIFFERENCES BETWEEN THE PRESSURE INDICATED AND THE DESIGN SPECIFIED PRESSURE. REPAIRS TO PRESSURE LOSSES SHALL BE MADE IMMEDIATELY BY THE IRRIGATION CONTRACTORS, AND OTHER RELATED EQUIPMENT SHALL BE DETERMINED ON SITE. MINOR FIELD CHANGES SHALL BE MADE AT THE IRRIGATION CONTRACTOR'S COST.
2. INSTALLER SHALL INSTALL COMPLETE AUTOMATIC IRRIGATION SYSTEM PROVIDING FULL COVERAGE TO ALL PLANTED AREAS SUBMIT SHOP DRAWING PRIOR TO INSTALLATION OF ANY EQUIPMENT
3. IRRIGATION SYSTEM MUST INCLUDE RAIN SENSOR AND BE PROGRAMMED TO OVERRIDE SCHEDULE WHEN SUFFICIENT RAINFALL IS DETECTED.
4. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE SITE, ALL GRADE CONDITIONS, EXISTING UTILITIES, AND ALL NECESSARY ADJUSTMENTS TO BE MADE TO THE SPRING HEADS, VALVES, AND MAINLINE. CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF PIPE SLEEVES UNDERNEATH PAVED AREAS THROUGHOUT THE PROJECT.
5. THIS SYSTEM SHALL BE INSTALLED USING ACCEPTED AND QUALITY INSTALLATION STANDARDS AS USED IN THE INDUSTRY. ALL MANUFACTURER'S SPECIFICATIONS WILL BE FOLLOWED.
6. MAINLINE SHALL BE BURIED A MINIMUM OF 18" UNDER COVER, LATERAL PIPING A MINIMUM OF 12" UNDER COVER. ALL BACKFILL SURROUNDING THE PIPING SHALL BE CLEANED, COMPACTED, AND SET TO ORIGINAL FINISH ELEVATIONS. ALL JOINTS SHALL BE PROTECTED AND MECHANICALLY TAMPED TO ELIMINATE SETTLEMENT.
7. FLUSH ALL LINES AND HEADS PRIOR TO INSTALLING NOZZLES. ADJUST NOZZLE SPRAY ARC AND RADIIUS FOR OPTIMUM PERFORMANCE. ADJUST TO PROTECT PLANTS FROM OVERWATERING. ADJUST SPRAY FACE OF BUNNIES AS MUCH AS POSSIBLE TO THE SITE CONDITIONS. THROTTLE FLOW CONTROL AT EACH VALVE FOR OPTIMUM OPERATING PRESSURE FOR EACH ZONE.
8. ALL SPINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISHED GRADE OF THE AREA TO BE IRRIGATED, UNLESS NOTED OTHERWISE.
9. WHEN VERTICAL OBSTRUCTIONS (POLES, SIGNS, TREES, HYDRANTS, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE HEADS SO AS TO PREVENT PROPER COVERAGE, THE CONTRACTOR SHALL FIELD-ADJUST THE SPINKLER SYSTEM BY INSTALLING AN ADJUSTER. ADJUSTERS SHALL BE USED ONLY IF THEY CAN BE USED TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS ON PVC AND IRON PIPE, JOINTS, AND VALVE ASSEMBLIES.
11. INSTALL VALVE BOXES 18" HIGH AND PERPENDICULAR TO WALL CURBS, BUILDING OR LANDSCAPE FEATURES. AT MULTIPLE VALVE BOX GROUPS EACH BOX SHALL BE INSTALLED A MINIMUM OF 12" APART. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR ALL VALVE BOXES.
12. ALL VALVES SHALL BE TAGGED IN VALVE BOXES AS SHOWN IN THE DETAILS, AND ALL ELECTRICAL CONNECTIONS SHALL BE SEALED WITH WATERPROOF CONNECTORS. ALL CONTROL WIRE SHALL BE BURIED AT A MINIMUM OF 6" AND A 12" LOOP IS TO BE MAINTAINED AT EACH VALVE BOX.
13. 120-VOLT ELECTRICAL POWER AT THE CONTROLLER SHALL BE PROVIDED BY OTHERS. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO MAKE THE FINAL HOOKUP FROM THE POWER PROVIDED TO THE CONTROLLER. CONTROLLER SHALL BE INSTALLED ONE FEET ABOVE FINISHED GRADE. THE CONTRACTOR SHALL PROVIDE THE LOCATION AND LEGEND EXCATION LOCATION OF CONTROLLER IS TO BE VERIFIED BY GENERAL CONTRACTOR AND/OR OWNER. ALL INFORMATION IS TO BE VERIFIED PRIOR TO ANY INSTALLATION OF THE CONTROLLER.
14. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL CLEANUP ASSOCIATED WITH HIS WORK.
15. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH A REPRODUCIBLE AS-BUILT DRAWING WITHIN 21 DAYS UPON COMPLETION OF THE IRRIGATION INSTALLATION. CONTRACTOR SHALL ALSO PROVIDE THE OWNER: a) 2 WRENCHES FOR SPRING HEADS AND ADJUSTING GEACH TYPE OF SPRINGER HEAD AND VALVE; AND b) KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
16. ALL SPINKLERS, VALVES AND VALVE BOXES SHALL BE PLACED 5' AWAY FROM ANY RADIIUS OF CURB.
17. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE SPRING HEADS WITH AN ADJUSTER. THE CONTRACTOR SHALL TURN-ON ALL NECESSARY HEAD ADJUSTMENTS SHALL BE MADE AT THAT TIME, ALONG WITH REPLACEMENT OR REPAIR OF ANY WARRANTY ITEMS. THESE ITEMS SHALL BE INCLUDED IN BASE BID.
18. SLEEVING BY GENERAL CONTRACTOR
19. INITIAL WATERING NOTES: ALL IRRIGATION ZONES ARE TO RUN DAILY SUPPLYING "G" OF WATER FOR 3-4 WEEKS. FOR GREATER EFFICIENCY, ALL SYSTEMS SHOULD BE OPERATED AT NIGHT OR DURING EARLY MORNING HOURS. DO NOT SET TIMERS TO WATER PRIOR TO THE FIRST MONITORING OF THE SYSTEM. AFTER THE FIRST MONITORING CAN BE DECREASED TO 3-4 DAYS PER WEEK. IN WINTER MONTHS, WATERING CAN BE SPREAD OUT TO EVERY 10-14 DAYS.
20. TRAIN OWNERS PERSONNEL IN PROGRAMMING, OPERATION, AND MAINTENANCE OF SYSTEM.
21. SUBMIT WARRANTY DOCUMENTATION AND SPARE PARTS AT PROJECT CLOSEOUT.
22. NOTE: IF THERE IS AN ISSUE WITH THE IRRIGATION SYSTEM, CONTRACTOR SHALL THE INTO TESTING SYSTEM AND INVESTIGATION AS SHOWN ON THE IRRIGATION PLAN L2.0

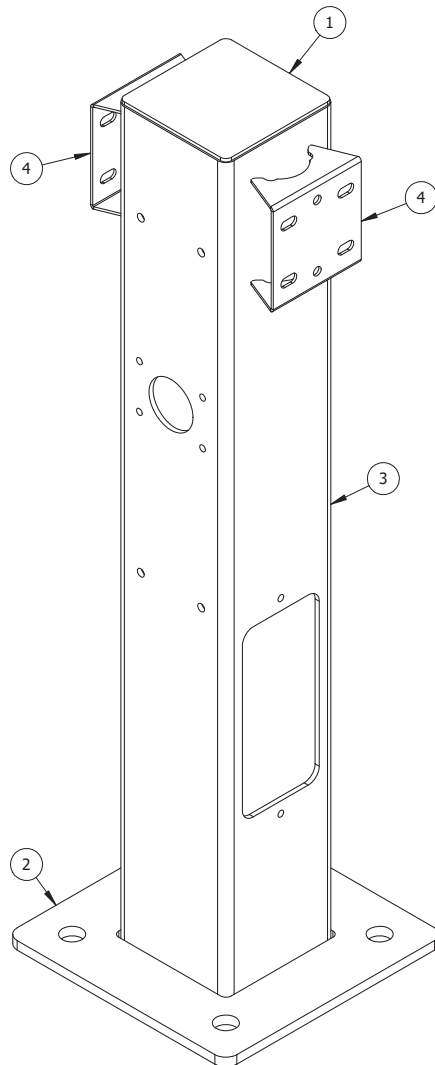
71 of 1662

4

3

2

1



PARTS LIST

	DESCRIPTION	MATERIAL	QTY
1	SQUARE SHEET, 4-7/8" X 10 GA, SQUARE TUBE STANCHION TOP PLATE	CS A1008	1
2	BASE PLATE, 10" X 10" X 3/8" FOR 5" SQ.	CS A1018	1
3	SQUARE HSS 5.0x5.0x0.1875 CUT TO 33"	CS A500B	1
4	MOUNT, UNIVERSAL TOOL (CS)	CS A1008	2

NOTE: ASTM A500B MATERIAL TO HAVE A MINIMUM YIELD STRENGTH OF 50 KSI



EXP. 2/28/25

THE STRUCTURAL PORTIONS OF THESE PLANS HAVE BEEN REVIEWED BY STARLING MADISON LOFQUIST, INC. (SML) FOR COMPLIANCE WITH THE STRUCTURAL CALCULATIONS. SML IS NOT RESPONSIBLE FOR INFORMATION RELATED TO ANY OTHER DISCIPLINES.

DRAWN BY JSV 02/24/2023
 CHECKED BY
 CHECKED BY
 REVIEWED BY



UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES AND TOLERANCES ARE:

.X = ±.1
 .XX = ±.01
 .XXX = ±.005
 FRACTION = ±1/16
 ANGULAR = ±.5°

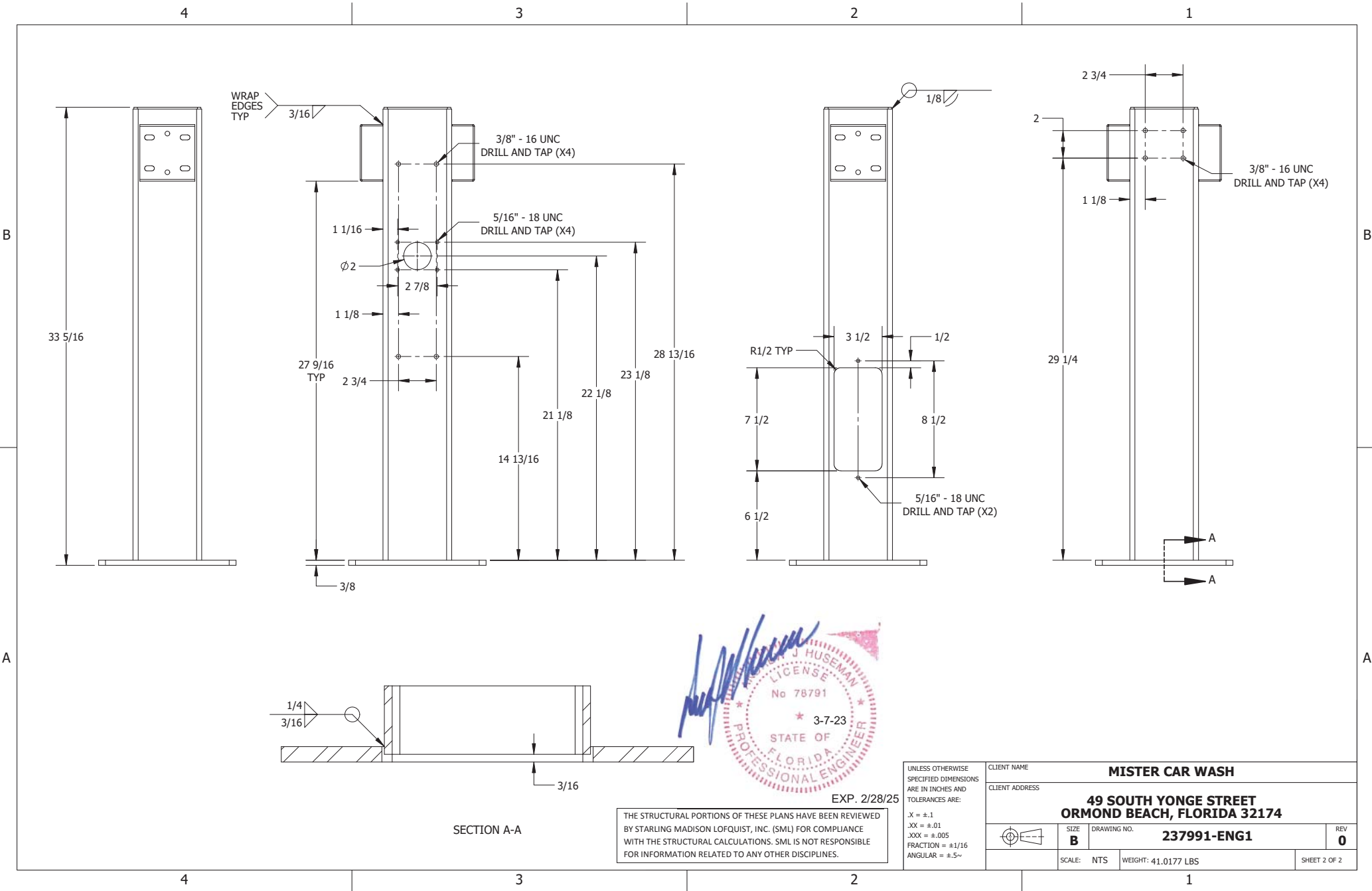
CLIENT NAME **MISTER CAR WASH**CLIENT ADDRESS **49 SOUTH YONGE STREET
ORMOND BEACH, FLORIDA 32174**

SIZE **B** DRAWING NO. **237991-ENG1** REV **0**

SCALE: NTS WEIGHT: 41.0177 LBS SHEET 1 OF 2

PROPRIETARY AND CONFIDENTIAL

THIS DRAWING AND SPECIFICATIONS ARE THE PROPERTY OF VACUTECH AND SHALL NOT BE REPRODUCED, DISTRIBUTED, DISCLOSED OR USED FOR MANUFACTURE OR SALE WITHOUT THE WRITTEN PERMISSION OF VACUTECH.



GENERAL NOTES

Preliminary Drawings:

Preliminary drawings may be provided with a quote to indicate the location of vacuum equipment, piping, and hoses. Drawings may be used in direct coordination with Architects' and Engineers' plans for city/AHJ/client approval. Accurate and complete site plans must be provided to ensure the quality of your vacuum area to coordinate issues such as vacuum parking space width/angle, traffic flow, and hose reach.

Drawings are preliminary until the final system order is signed by the client.

Changes made to a vacuum system without Vacutech's consultation voids all Vacutech responsibility as well as the system warranty.

INSTALLATION NOTES

Installation By Others:

Installation drawings are provided with each project. Most projects require 2 or more installers and a forklift. Buried pipe, footings and concrete equipment pad(s) should be completed before installing Vacutech systems. J-bolt template kits for footings for vacuum arches and stanchions are available for purchase from Vacutech. Refer to drawings for footing requirements. Changes to vacuum piping, vacuum equipment location, and vacuum equipment enclosure will effect the performance of your system. Changes made to a vacuum system without Vacutech's consultation voids all Vacutech responsibility and the system warranty.

Vacutech System Install:

Vacutech offers installation as an option when bidding a project.

Please note that the scope of Vacutech's installation only includes work above ground. Vacutech will install vacuum arches/stanchions to concrete footings, install vacuum piping and set vacuum equipment in place.

Vacutech does not dig trenches, auger footings, dig/backfill/bury pipe or conduit, or provide any work below grade.

Vacutech does not pour footings, install J-bolts, install concrete trenches with covers, pour concrete pads, or do concrete work of any kind. Vacutech does not do core drilling through building walls.

Vacutech does not wire lights, turbines, disconnects, VFD's, starters or any other electrical component. Vacutech does not pull wire through conduits. These items must be done by a Licensed Electrician.

WARRANTY NOTES

CHANGES MADE TO VACUUM SYSTEM WITHOUT VACUTECH CONSULTATION VOIDS ALL VACUTECH RESPONSIBILITY AND SYSTEM WARRANTY

Equipment warranty information: (if applicable)

When vacuum equipment is installed in an enclosure with 4 walls and a roof it must be ventilated. Enclosure door must be louvered and an exhaust fan with thermostat set at 85°F must be installed to turn over air every 15 min. Vacuum turbine must be exhausted outside with metallic pipe no smaller than 6" with exhaust pipe opening protected from elements. Equipment pad must be flat and level.

Variable frequency drive (VFD) warranty information: (if applicable)

VFDs must be wired from main distribution panel in separate conduit (sized per code; based on turbine H.P. and voltage) to each VFD and from each VFD to turbine motor.

A separate conduit, sized per code, must also be installed from VFD to vacuum pressure transducer installed on filter separator. If two (2) or more VFD's are installed in one (1) enclosure, a separate conduit must be installed for each VFD. Install separate conduit from enclosure to each turbine motor, and each filter separator if there is more than one (1).

PIPE NOTES

Piping systems above ground

Piping system shall be schedule 40 (or sch 80) solid core PVC or ABS plastic pipe, with plastic D.W.V. (drain, waste and vent) fittings. Zinc, aluminum, or galvanized tubing, with directional flow zinc fittings of no less than 16 gauge, designed specifically for central vacuum systems are also acceptable.

Buried piping systems cast iron no-hub

In-ground piping systems that are subject to ground freeze/thaw conditions or excessive movement shall be cast iron with no-hub fittings and no-hub couplings (w/ stainless steel band).

Buried piping systems PVC sch 40 (or sch 80)

In-ground piping systems using PVC pipe shall be sch 40 (or sch 80) solid core, with PVC D.W.V. (drain, waste, and vent) fittings. Plastic pipe installed in-ground have a potential of possible cracking and wear. All plastic pipe systems in-ground must be below freeze line.

System notes:

All interior surfaces shall be free of burrs and obstructions for a non-restrictive air flow. ABS and PVC piping shall be cut straight and removed of burrs. Piping shall be attached together using a primer, and a cement (clear PVC cement for PVC/ black abs cement for abs) for a 100% tight seal.

Overhead piping systems shall be supported by means of approved pipe hangers, and shall be installed at a maximum of six feet O.C. when using abs or PVC pipe and ten feet when using zinc or aluminum tubing. All fittings supporting vacuum drop/hose assemblies shall be supported with within one foot on each side of fitting connection.

Piping systems shall be tested to hold 10 psi for a minimum of 24 hours.

When vacuum system is installed in potentially explosive environment, the following may be required as a minimum: Explosion proof motor Class I - Group D & Class II - Group E, F & G. Aluminum piping with zinc fittings. Primary and filtered separators and hose assemblies require special grounding. Verify all conditions.

PVC and ABS plastic pipe are not U.V. rated and will discolor and soften/cause bowing when exposed to direct sunlight. It is recommended that all exposed plastic pipe and fittings be primed and painted to help prevent this. It is recommended to use zinc, or aluminum tubing and zinc fittings be used when exposed to sun.

Plastic pipe exposed to elements:

PVC pipe will become brittle at 40° F and can crack/split when moving debris collides with it, it is recommended to use cast iron, zinc, or aluminum tubing for colder conditions.

ADDITIONAL NOTES

VFD Systems:

Instructions for wiring VFD to Turbine and Filter Separator are available for your electrician. After wiring is complete, call our customer service to complete programming.

Arch Systems: How Awnings are ordered (Coolaroo/Neblon)

Step 1: Arches are to be completely installed on site.

Step 2: After installation, Vacutech will send an awning measurement form to be filled out with instructions on how and where to measure. The awning form must be filled out entirely, signed, dated, and faxed or emailed to Vacutech for production.

Step 3: Awnings are shipped to site w/ instructions.

Maintenance:

System longevity under continuous operation is extended by regular maintenance. Issues commonly result from failure to remove obstructions in the piping system, replace damaged or worn parts, or not regularly changing filter bags. Refer to Vacutech maintenance instructions

Assign a person to central vacuum maintenance:

To ensure continued trouble free central vacuum system operation and to avoid downtime during periods of heavy use, assign an employee to follow a strict maintenance schedule. Refer to Vacutech recommended maintenance schedule.

DESIGN CRITERIA:

BUILDING CODE: FLORIDA BUILDING CODE, 2020 EDITION (2020 FBC)

ROOF D.L. = "SELF-WEIGHT"; ROOF LL. = 0 PSF

GROUND S.L. = 0 PSF;

WIND:

BASIC WIND SPEED V = 127 MPH; ALLOWABLE WIND SPEED V_{ASD} = 98.37 MPH

RISK CATEGORY = I; EXPOSURE = C

SEISMIC:

IMPORTANCE FACTOR, I_e = 1.0

MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS S_s = 0.069 S₁ = 0.038

DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS S_{DS} = 0.074 S_{0.1} = 0.061

SITE CLASS = D; SEISMIC DESIGN CATEGORY = A

SEISMIC RESISTING SYSTEM = STRUCTURAL STEEL SYSTEMS NOT SPECIFICALLY DETAILED FOR

SEISMIC RESISTANCE

SEISMIC BASE SHEAR = (W x C_s)

SEISMIC RESPONSE COEFFICIENT (C_s) = 0.06

RESPONSE MODIFICATION FACTOR (R) = 1.25

ANALYSIS METHOD: EQUIVALENT LATERAL-FORCE PROCEDURE

FOUNDATION:

DESIGN SOIL PRESSURES PER FBC TABLE 1806.2; SOIL CLASS 5

DESIGN VERTICAL BEARING PRESSURE = 1500 PSF

DESIGN LATERAL BEARING PRESSURE = 100 PSF/FT (X2 INCREASE PER FBC 1806.3.4)

SPECIAL STRUCTURAL INSPECTION:

CONTACT THIRD PARTY SPECIAL INSPECTION AGENCY

PROVIDE SAFE ACCESS TO THE WORK FACILITIES BY THE SPECIAL STRUCTURAL INSPECTOR.

NOTIFY ENGINEER OF CONSTRUCTION START DATE AND COORDINATE INSPECTIONS. PROVIDE THE

ENGINEER 24 HOURS NOTICE OF SPECIAL INSPECTIONS. SPECIAL INSPECTIONS MAY BE CONDUCTED

AS NOTED IN PARENTHESES BELOW. SEE FBC CHAPTER 17 FOR MORE SPECIFIC INFORMATION

THE FOLLOWING ITEMS REQUIRE SPECIAL INSPECTION PER FBC

CHAPTER 17:

SPECIAL INSPECTION:

1. STEEL CONSTRUCTION PER FBC 1705.2 & FBC 1705.12.1

a. FABRICATOR DOCUMENTATION

b. HIGH STRENGTH BOLTING - PERIODIC

2. CONCRETE CONSTRUCTION: TABLE 1705.3

a. INSPECTION OF REINFORCEMENT AND VERIFICATION OF PLACEMENT.

b. INSPECTION OF ANCHORS CAST IN CONCRETE.

c. VERIFY USE OF REQUIRED DESIGN MIX.

2. PIER FOUNDATIONS: SECTION 1705.8 AND TABLE 1705.8

a. OBSERVATION, COMPLIANCE AND RECORDS PER PIER -CONTINUOUS

b. PLACEMENT LOCATION, PLUMBNESS, DIAMETER, LENGTH,

EMBEDMENT REQUIREMENT - CONTINUOUS

CONCRETE:

A.C.I. MANUAL OF CONCRETE PRACTICE, TYPE II-V CEMENT.

MINIMUM 28 DAY STRENGTH OF 4,000 PSI.

FLY ASH: ASTM C-618 CLASS F, NOT TO EXCEED 15 % OF THE

CEMENTITIOUS MATERIALS BY WEIGHT; MAXIMUM SLUMP 5"

MECHANICALLY VIBRATE WHEN PLACED, EXCEPT SLABS ON GRADE.

PROVIDE AIR ENTRAINMENT ADMIXTURE FOR FREEZE-THAW CYCLE PER

ACI 318

CONCRETE SHALL BE DEPOSITED AS CLOSE AS POSSIBLE TO ITS FINAL

POSITION. CONCRETE WITHOUT TYPE F OR G WATER REDUCERS SHALL

NOT BE ALLOWED TO DROP MORE THAN 5 FEET FROM A CHUTE OR

"ELEPHANT TRUNK". CONCRETE WITH TYPE F OR G WATER REDUCERS

SHALL NOT BE ALLOWED TO DROP MORE THAN 12 FEET FROM THE

CHUTE OR "ELEPHANT TRUNK". IF CONCRETE MUST BE DROPPED MORE

THAN ALLOWED ABOVE, HOPPERS, TREMIE AND CHUTES, "ELEPHANT

TRUNKS" ETC. SHALL BE USED TO PREVENT SEGREGATION.

CONCRETE PLACED INTO CAISSONS SHALL EMPLOY THE USE OF A

TREMIE. CONCRETE SHALL NOT BE PLACED INTO CAISSONS WITH MORE

THAN 2 FEET OF STANDING WATER AT THE BOTTOM OF THE CAISSON.

REINFORCING.

ASTM A615, GRADE 60 DEFORMED BARS. DETAIL PER LATEST A.C.I. CODE

AND DETAILING MANUAL. PLACE REBAR PER C.R.S.I. STANDARDS.

"* OWNER RESPONSIBILITIES:"

"THE STRUCTURAL ENGINEERING DESIGN IS APPLICABLE FOR THE

CONFIGURATION PRESENTED IN THESE DRAWINGS AND ONLY FOR THIS

LOCATION. THE OWNER SHALL BEAR ALL RISK ASSOCIATED WITH

ALTERNATE CONFIGURATIONS, LOADING AND/OR LOCATION.

Elevation: 10' ASL

STRUCTURAL ENGINEER:



EXP. 2/28/25

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ANDREW HUSEMAN, PE ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED BY A 3RD PARTY CERTIFICATE AUTHORITY OF ANY ELECTRONIC COPY. FAC61615-23.004

DESIGN PROGRAMS USED FOR ENGINEERING:

-RISA 3D
-JATHCAD
-HILTI PROFIS ANCHOR DESIGN
-MICROSOFT EXCEL
-MICROSOFT WORD

SHEET INDEX

NO.	NAME	REV.	RESPONSIBLE PROFESSIONAL
V001	COVER SHEET	1	HUSEMAN, PE #78791
V101	OVERALL SITE PLAN	1	
V111	VACUUM SITE PLAN	1	
V121	VACUUM SITE ISOMETRIC	1	
V201	PIPE LAYOUT	1	
V211	PIPE ISOMETRIC	1	
V301	PARKING ELEVATION	1	HUSEMAN, PE #78791
V311	STAN. NUMBERING PLAN	1	
V401	FOOTING LOCATION PLAN	1	HUSEMAN, PE #78791
V411	FOOTING DETAIL	1	HUSEMAN, PE #78791
V601	EQUIPMENT SITE PLAN	1	
V611	EQUIP. SITE ISOMETRIC	1	
V621	EQUIPMENT ELEVATION	1	
V701	EQUIPMENT DETAILS	1	
V702	ELECTRICAL DIAGRAM	1	
V711	ENCLOSURE DETAIL	1	
V721	PIPE DETAILS	1	



1350 HI-TECH DRIVE
SHERIDAN, WY 82801
PHONE: (307) 675-1982
EMAIL: vacinfo@ncswash.com
WEB: www.vacutecillc.com

MISTER CAR WASH

49 SOUTH YONGE STREET ORMOND BEACH, FLORIDA 32174

#	Revision	By	Chk	Date
1	ADDED ENGINEERED SPECIFICATIONS	TD	ML	3/6/23

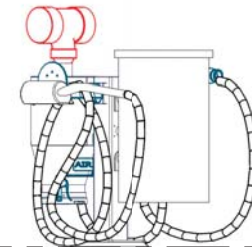
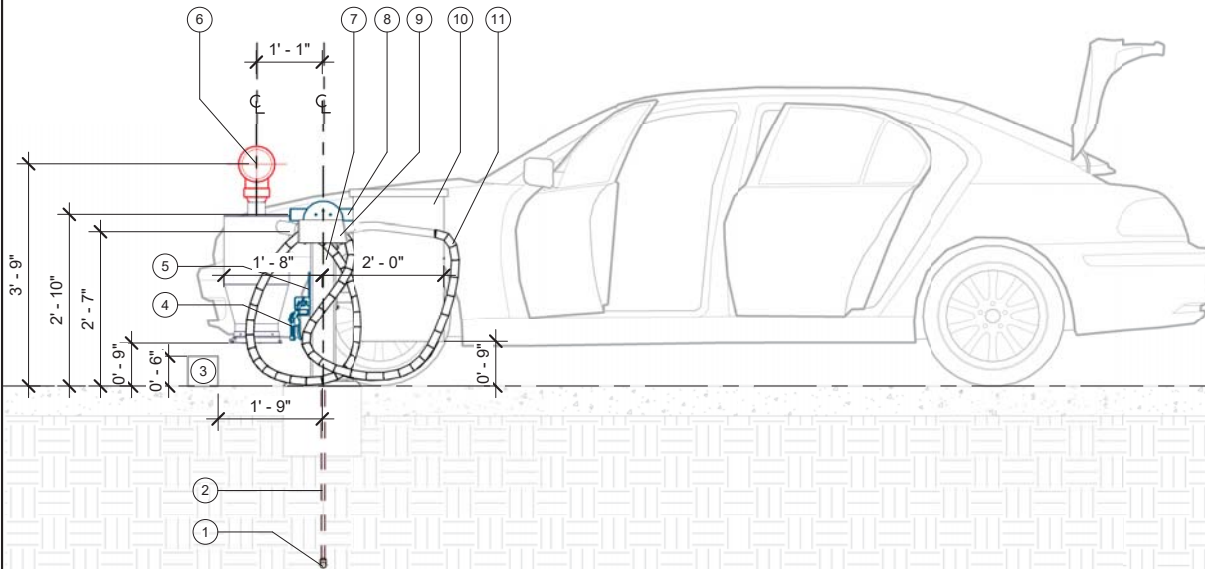
COVER SHEET

Project Number	237991
Date	2/22/23
Drawn By	AV
Checked By	SL

V001

FIELD VERIFY ALL DIMENSIONS

ADA VACUUM TOOL SHALL BE NO HIGHER THAN 48" ABOVE
FINISHED GRADE FOR ADA VACUUM SPACES



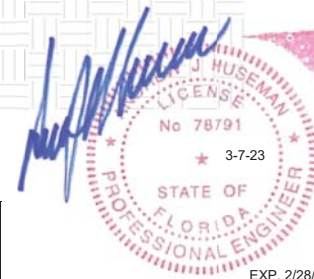
F.G.
0' - 0"

PARKING ELEVATION

ITEM	DESCRIPTION
1	BURIED COMPRESSED AIR LINE (BY OTHERS)
2	COMPRESSED AIR LINE RAN UP THROUGH FOOTING WITH 1/2" FIPT ADAPTER, 10" ABOVE FOOTING GRADE (BY OTHERS)
3	CURB
4	AIR NOZZLE & HOSE
5	AIR TOOL HANGER
6	6" OVERHEAD ALUMINUM VACUUM TUBE
7	5"x5"x34" DUAL USER STANCHION
8	CREVICE VACUUM TOOL
9	SONNY'S VACUUM TOOL
10	30 GALLON WASTE RECEPTACLE
11	1-1/2"x15' RAPIDLOCK HOSE

1 PARKING ELEVATION

THE STRUCTURAL PORTIONS OF THESE PLANS HAVE BEEN REVIEWED
BY STARLING MADISON LOFQUIST, INC. (SML) FOR COMPLIANCE
WITH THE STRUCTURAL CALCULATIONS. SML IS NOT RESPONSIBLE
FOR INFORMATION RELATED TO ANY OTHER DISCIPLINES.



EXP. 2/28/25



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EMAIL: vacinfo@ncswash.com
WEB: www.vacutellc.com

MISTER CAR WASH

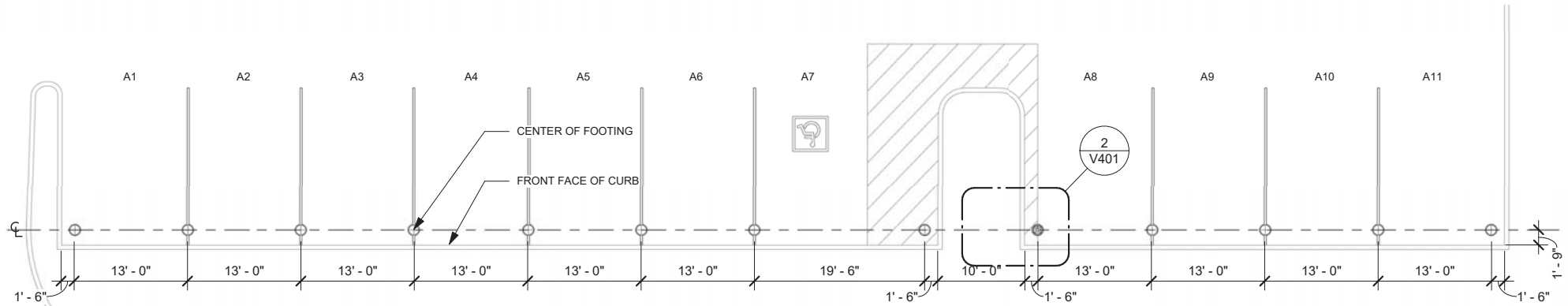
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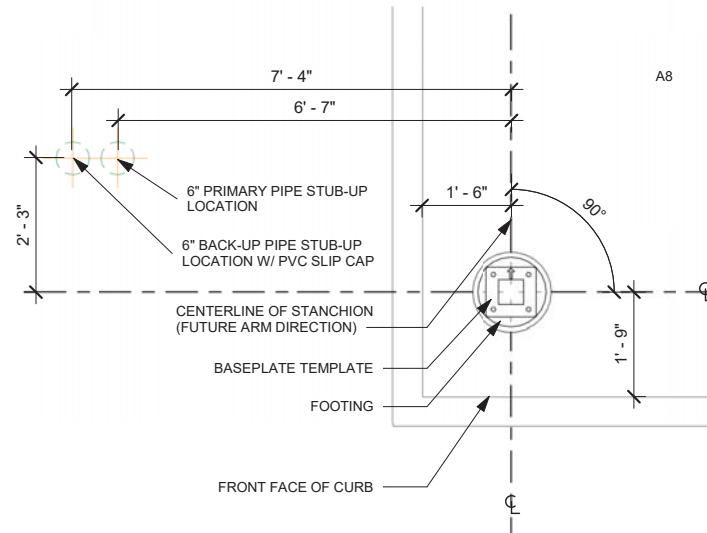
PARKING ELEVATION

Project Number 237991
Date 2/22/23
Drawn By TJ
Checked By ML

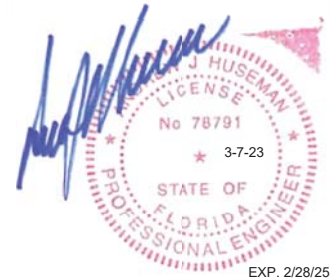
V301



① FOOTING LOCATION PLAN



② PIPE STUB-UP LOCATION



EXP. 2/28/25

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1350 HI-TECH DRIVE
SHERIDAN, WY 82801
PHONE: (307) 675-1982
EMAIL: vacinfo@ncswash.com
WEB: www.vacutec LLC

MISTER CAR WASH

49 SOUTH YONGE STREET
ORMOND BEACH, FLORIDA 32174

#	Revision	By	Chk	Date
1	ADDED ENGINEERED SPECIFICATIONS	TD	ML	3/6/23

FOOTING LOCATION PLAN

Project Number 237991
Date 2/22/23
Drawn By TJ
Checked By ML

V401

DRAFT

**Planning Board minutes
from
June 8, 2023**

ITEM:

SE 2023-045

Mister Car Wash, 49 South Yonge
Street, Special Exception

Ms. Shull motioned to approve DO 2022-098(B), 121 East, 121 East Granada Boulevard, Planned Business Development, Issuance of a Development Order. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

F. SE 2023-045, Mister Car Wash, 49 South Yonge Street, Special Exception

Mr. Spraker, Planning Director, explained this is a request for a Special Exception to allow the addition of vacuum stalls, remove an access point, and install site landscaping at 49 South Yonge Street operating as Mister Car Wash. Mr. Spraker showed a picture from 2019 that showed a canopy with vacuums and hand detailing of vehicles. He also showed a current picture that the canopy and hand detailing service no longer exists.

Mr. Spraker reviewed the Special Exception request that includes removing an access point to U.S. Highway 1, adding of vacuum cleaning stations, and addition of landscaping to screen the vacuum cleaning stations. He displayed renderings of the landscaping and the vacuum cleaning stations. Mr. Spraker concluded that the Site Plan Review Committee (SPRC) recommended approval of the Special Exception application.

Board Discussion and Questions

Mr. Jorczak asked about the height of the proposed plantings and if they would screen the cars. Mr. Spraker replied that the goal is to screen the vacuum equipment and cars. He continued that the city Landscape Architect has specified the planting material and height to provide the screening.

Ms. Shull inquired if a knee-wall was proposed if it will only be landscaped. Mr. Spraker responded that the proposal is just for the landscaping and if the Planning Board believes a wall is needed, that it could be added.

Mr. Railsback asked what required the need for the Special Exception. Mr. Spraker confirmed that the vacuums are within the front yard requiring the Special Exception. Mr. Spraker added the proposed level of intensity is greatly reduced compared with the Sparkle-N-Shine use. Mr. Spraker stated that the height of the landscape material is specified on the landscape plan.

Mr. Railsback asked for confirmation that individuals are not parking any closer to U.S. Highway 1 than today. Mr. Spraker confirmed that the project is not seeking any parking location exceptions and the design would remove an access point and make the property safer.

Mr. Galloway inquired about the lot behind 49 South Yonge Street is a city lot. Mr. Spraker answered that their parking lot was a shared lot with the car wash owning a portion (203 Tomoka Avenue) and the city owning a portion of the parking lot area (179 Tomoka Avenue). Mr. Galloway asked for the intent of the portion of the lot at 203 Tomoka Avenue for the vacuum areas. Mr. Spraker replied that his understanding was that they are to be left as they exist today and that the applicant may be able to provide additional information. Mr. Jeff Burr, Mister Car Wash, explained that the rear vacuums are free vacuums to individuals. Mr. Burr added that they anticipate a lot less traffic on the rear lot once the proposed improvements are

completed. Mr. Burr stated that the landscaping would be maintained to ensure the buffer.

Ms. Shull asked if the vacuum business was that busy. Mr. Burr replied that it is, especially with the free vacuums behind the car wash. Mr. Burr stated that the proposed vacuums would be for car wash customers only.

Mr. Railsback asked if the 203 Tomoka Avenue vacuum area would ever be removed. Mr. Burr stated that they would need to see what happened over time, but not at this time.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve SE 2023-045, Mister Car Wash, 49 South Yonge Street, Special Exception. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

G. PP 2023-051, Archer's Mill, Phase 2, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that this is a request for a Preliminary Plat for a 68 lot single-family subdivision on 25.32± acres. He displayed maps describing the project's location. Mr. Spraker detailed the Plantation Oaks Planned Residential Development and showed an exhibit that provided the subdivision's zoning approval. Mr. Spraker explained the three-step subdivision process: (1) zoning approval which occurred with Ordinance 2022-16, (2) Preliminary Plat, which includes subdivision construction drawings, and (3) Final Plat, which is a legal document to subdivide land after constructing improvements or posting a performance bond. Mr. Spraker concluded that Archer's Mill, Phase 2 is consistent with the zoning approval and the Site Plan Review Committee (SPRC) recommended approval.

Board Discussion and Questions

Ms. Shull stated that she likes the green space provided by the roadway.

Mr. Jorczak asked about the build out of Plantation Oaks. Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, Holly Hill, stated that Archer's Mill, Phase 1, is under construction and reviewed the other phases of the Plantation Oaks subdivision.

Mr. du Moulin asked if the development was restricted to individuals 55 and older. Mr. Mynchenberg reviewed the history of the project and stated that the age restriction was lifted in 2022. He continued that the phase 2 lots would maintain the age restriction of 55 and older but that the other phases are not age restricted. Mr. du Moulin asked about Volusia County School concurrency. Mr. Mynchenberg stated that zoning map amendment had a letter regarding school capacity from Volusia County Schools. Mr. Mynchenberg stated that the Volusia County Schools reviewed

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.L
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-117	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Archer's Mill, Phase 2, Preliminary Plat (Part of Phase 3, Plantation Oaks PRD)			
Budget Impact:	There is no budget impact as the result of the preliminary plat.			
Summary:	This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 2 (a portion of Phase 3 of the Plantation Oaks PRD) consisting of 68 single-family lots on 25.53 acres. The preliminary plat allows the subdivision of land consistent with the PRD that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The Planning Board recommended approval of the preliminary plat by a 6-0 vote.			
Recommended Action:	It is recommended that the City Commission approve the preliminary plat for Archer's Mill Phase 2 of 68 single-family lots on 25.53 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/14/2023		
Claire Whitley, Assistant City Manager		6/15/2023		
Joyce Shanahan, City Manager		6/19/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Archer's Mill, Phase 2, Preliminary Plat (Part of Phase 3, Plantation Oaks PRD)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 2 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 68 single-family lots on 25.53 acres. The preliminary plat allows the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

Background

The Plantation Oaks subdivision was originally approved within Volusia County as a Development of Regional Impact (National Gardens) and a Planned Development. On February 2, 2021, through Ordinance Nos. 2021-02 & 2021-03, the subdivision was assigned a city zoning designation of Planned Residential Development based on annexation, incorporating the previous Volusia County approvals. The ordinances also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. On June 7, 2022, the City Commission approved the first major amendment to the Plantation Oaks Planned Residential Development with Ordinance 2022-16 that:

1. Converted golf course land area in Phase 1 to add 40 lots; total 709 lots.
2. Converted golf course land area in Phase 3 to add 43 lots; total 524.
3. Lifted age restriction in all phases except Phase 2;
4. Prohibited manufactured homes except phase 2; and
5. Converted former school area, phase 4, to 80 lots.

This item is only approving the preliminary plat for Archer's Mill Phase 2 within Phase 3

of the Plantation Oaks Planned Residential Development.

Discussion

The action sought is a preliminary plat in order to subdivide land, per the Planned Residential Development. The subdivision of land occurs in a two-step process that includes a preliminary plat and a final plat. The preliminary plat contains the construction drawings for the subdivision. If approved, the preliminary plat allows the applicant to either (1) proceed to construction of the subdivision improvements or (2) post a performance bond for the subdivision infrastructure improvements and proceed to the final plat.

Key aspects of the Archer's Mill, Phase 2 subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 55' width and 100' in depth. The plat shows typical lot dimensions of 55' by 125' and 65' by 125'.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that were platted with Plantation Oaks, Phase 1.
5. The project abuts the 100-foot Florida Power & Light easement.
6. There is a park area shown between Plantation Oaks Boulevard and the lots (lots 24-42).
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

PLANNING BOARD

The Planning Board reviewed the preliminary plat at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are included as part of this agenda item.

Budget Impact

There is no budget impact as the result of the preliminary plat.

Citizen Impact

The Plantation Oaks subdivision has been planned through the Development of

Regional Impact and planned development process through Volusia County. The subdivision of land is not anticipated to have a negative citizen impact. The land area is designated for single-family residential development.

Recommendation

It is recommended that the City Commission approve the preliminary plat for Archer's Mill Phase 2 of 68 single-family lots on 25.53 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

1. 23-117 Archer's Mill, Phase 2 Preliminary Plat (P23-0120G)
2. Exhibit A, Archer's Mill, Phase 2, PP
3. Exhibit B, Archer's Mill, phase 2 construction plans
4. 06.08.2023, Archer's Mill Phase 2, Preliminary Plat, PB Report
5. 06.08.2023, DRAFT PB Minutes - Archer's Mill Phase 2 PP

Approvals:



Kelly McGuire, Finance Director

Date: June 14, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

RESOLUTION NO. 2023-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 2”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a/ Plantation Oaks of Ormond Beach, LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 2”, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the first amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Archer’s Mill Phase 2” is shown within Phase 3 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 68-lot preliminary plat for “Archer’s Mill Phase 2”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **July 18, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for “Archer’s Mill Phase 2”.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLusia COUNTY, FLORIDA

LEGAL DESCRIPTION

[illegible]

LEGEND

[illegible]

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3-5	LOT AND TRACT DETAILS

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

NOTES:

- [illegible]

CITY ATTORNEY CERTIFICATE OF APPROVAL:

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023, THIS PLAT WAS
APPROVED.

BY: _____

CITY ATTORNEY
CITY OF ORLANDO BEACH, FLORIDA

CERTIFICATE OF CLERK:

CLERK OF THE CIRCUIT COURT IN AND FOR WILCOX,
I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLETES IN FULL
WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE
DAY OF _____ 2023.

MAP BOOK. PAGE.

SHEET 1 OF 5

DEDICATION:

[illegible]

TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware Corporation

Signature

Signature

STATE OF FLORIDA COUNTY OF

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____ 2023, BY CHRIS THIELE, AS EXECUTOR, WHEREIN, SAID PERSON ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

NOTARY COMMISSION NO. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR:

THEY CERTAINLY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED. THAT THE SURVEY WAS MADE UNDER ANY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLETES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177 (1972) REGARDING "ERRANT" REFERENCE MONUMENTS. THAT THE LAND IS LOCATED WITHIN THE CITY OF ORLANDO, BEECH VILLAGE, COUNTY, FLORIDA, AND THAT, AS A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.001 OF THE FLORIDA STATUTES,

Richard D. Brown, P.S.M.

Professional Certificate of Authorization No. 1 B 066

SURVEYING INC.
Tel. (407) 847-2179 Fax (407) 847-6140

JOHNSTON'S
SURVEYING INC.

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH:

THIS BEING THE FIRST DAY OF _____, 2023, THE CITY OF
ORANGE BEACH APPROVED THE FOLLOWING PLAT _____
BY _____ MAYOR
ATTEST: _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023, THE PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORLANDO BEACH, FLORIDA

Page 1388 of 1662

JOHNSTON'S
SURVEYING INC.
900 Cross Fronts Parkway
Kissimmee, Florida 34744
Tel. (407) 864-2179 Fax (407) 864-6140

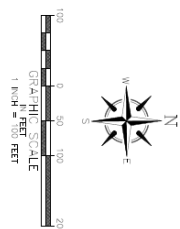
Tel. (407) 847-2179 Fax (407) 847-6140

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

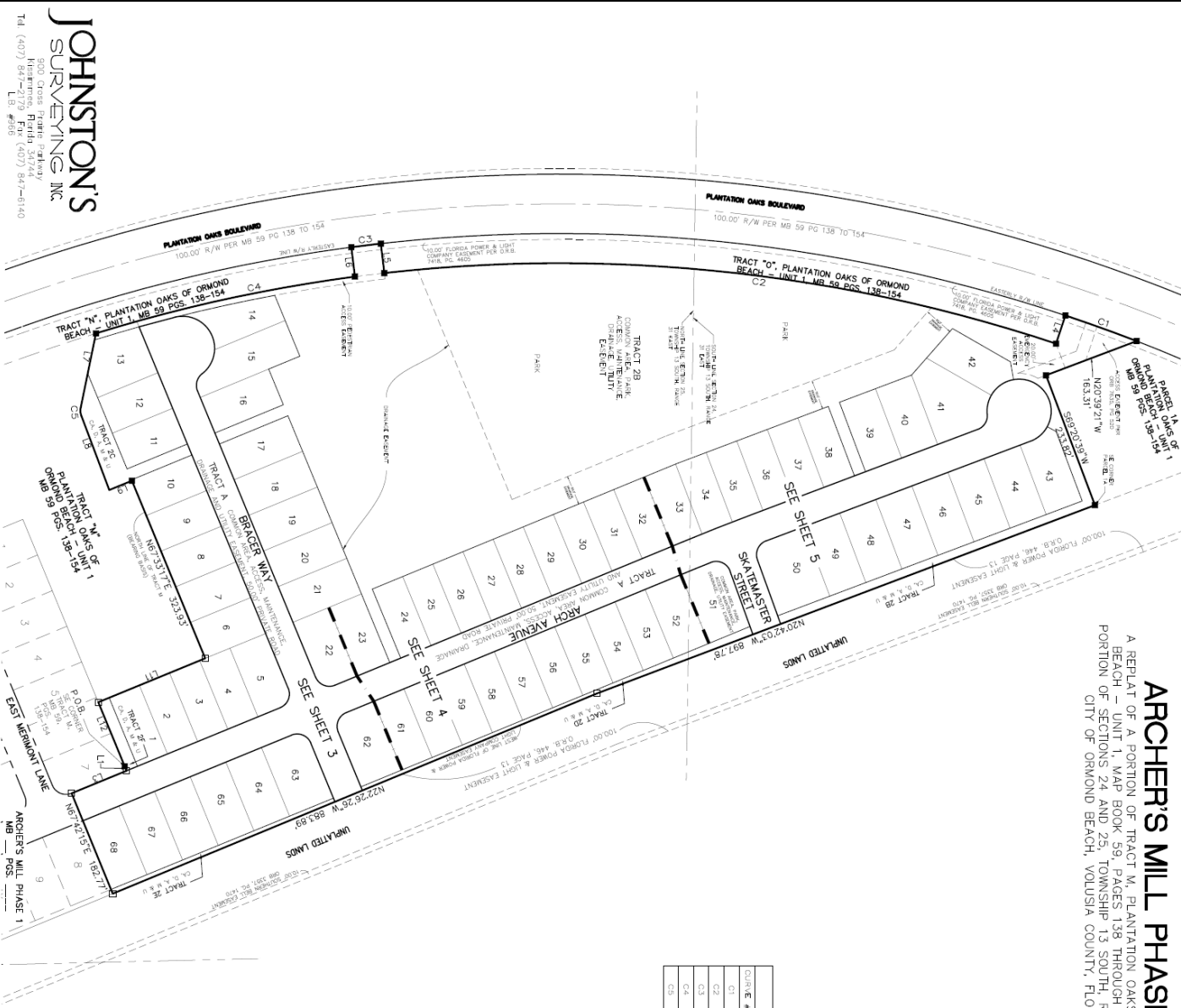
MAP BOOK: _____ PAGE: _____

SHEET 2 OF 5



CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH
C1	2700.00	2°42'40"	192.73	519'45.59" W
C2	2850.00	2°44'28"	114.61	505'59.26" W
C3	2700.00	1°03'40"	50.00	506'57.53" E
C4	2850.00	9°40'51"	447.75	517'20.24" E
C5	25.00	32°11'54"	14.05	185'27.96" E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°33'23"E	81.12'
L2	S22°17'45"E	100.11'
L3	S21°35'33"E	50.00'
L4	S83°02'27"W	50.00'
L5	N63°02'27"E	50.00'
L6	S78°26'07"E	127.80'
L7	N22°26'43"W	41.32'
L8	S22°17'45"E	195.00'
L9	N67°33'23"E	116.88'

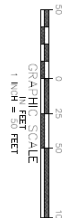


JOHNSTON'S
SURVEYING, INC.
1100 S. US HWY 1, SUITE 100
ORLANDO, FL 32801
TEL (407) 847-2778 FAX (407) 847-6140
E-MAIL: JBS@JOHNSTONSURV.COM

ARCHER'S MILL PHASE 2
A REPEAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____

SHEET 3 OF 5



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°53'23"E	58.22'
L2	N67°53'17"E	1.48'

JOHNSTON'S
SURVEYING, INC.
1000 Flossmoor Drive, Suite 100
Tampa, FL 33613
TEL (407) 847-2178 FAX (407) 847-6140
E-MAIL: info@johnstonsurveying.com

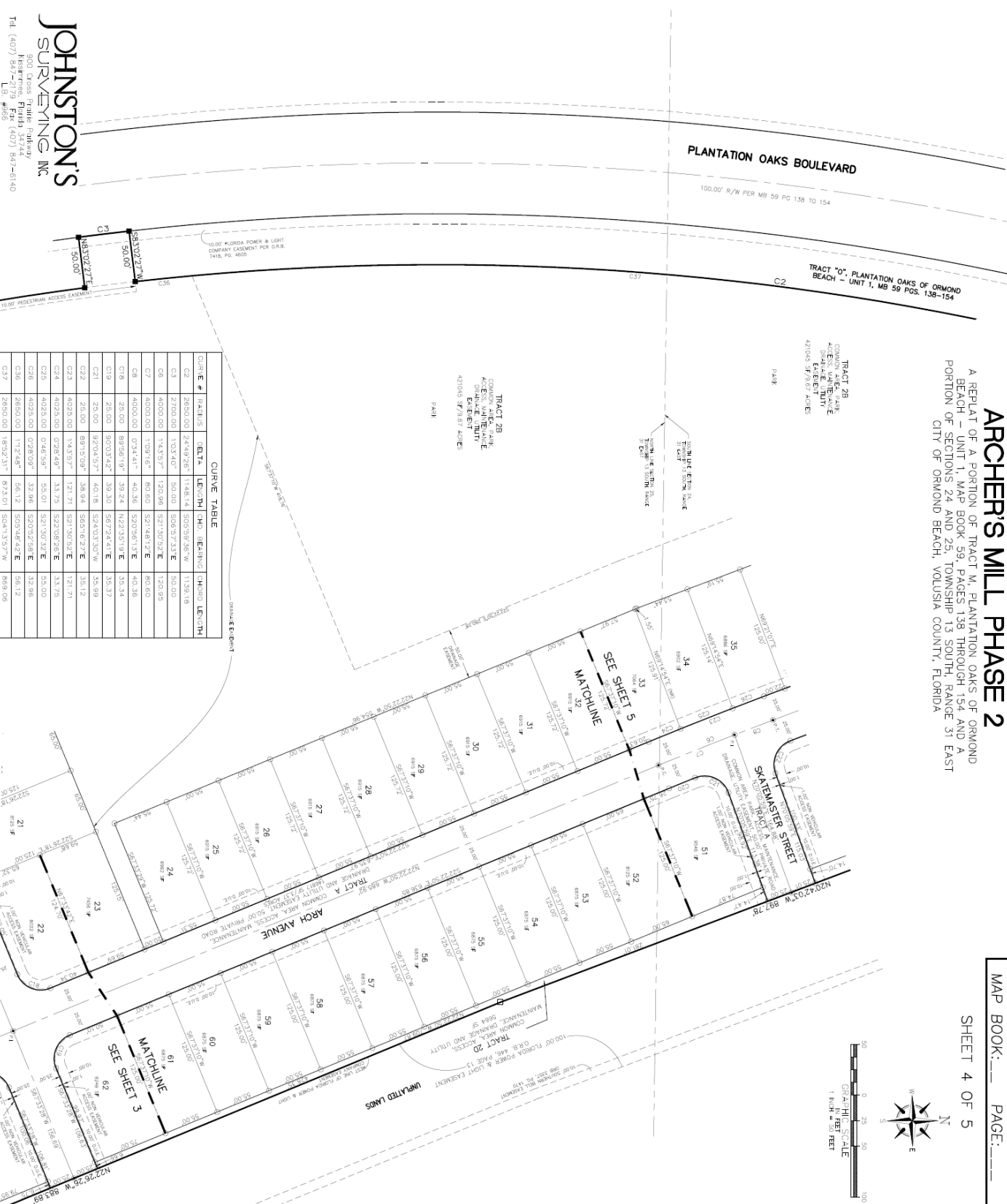
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C5	25.00'	3211.54°	14.05'	14.05'
C6	25.00'	90.091°	39.33'	39.33'
C7	25.00'	90.091°	39.33'	39.33'
C8	25.00'	90.091°	39.33'	39.33'
C9	25.00'	90.091°	39.33'	39.33'
C10	25.00'	90.091°	39.33'	39.33'
C11	25.00'	90.091°	39.33'	39.33'
C12	25.00'	90.091°	39.33'	39.33'
C13	25.00'	90.091°	39.33'	39.33'
C14	25.00'	90.091°	39.33'	39.33'
C15	25.00'	90.091°	39.33'	39.33'
C16	25.00'	90.091°	39.33'	39.33'
C17	25.00'	90.091°	39.33'	39.33'
C18	25.00'	90.091°	39.33'	39.33'
C19	25.00'	90.091°	39.33'	39.33'
C20	25.00'	90.091°	39.33'	39.33'

ARCHER'S MILL PHASE 2

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MAP BOOK: PAGE:

SHEET 4 OF 5

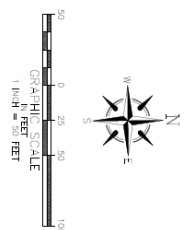


CURVE TABLE				
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C6	4000.00	114.937	120.06	521.30
C7	4000.00	110.916	89.60	521.48
C8	4000.00	074.411	40.36	520.90
C18	25.00	89.961	39.24	122.93
C19	25.00	80.034	39.20	56.72
C21	25.00	92.045	40.18	52.43
C22	25.00	89.939	38.84	56.91
C23	4025.00	114.937	121.71	521.30
C24	4025.00	072.448	33.75	521.30
C25	4025.00	046.597	55.01	521.30
C26	4025.00	028.008	32.96	520.92
C36	2850.00	112.248	56.12	503.48
C37	2850.00	189.231	87.01	504.13

JOHNSTON'S
SURVEYING, INC.
900 Cross Pointe Parkway
Hastings, Florida 32124
Tel: (407) 861-1313
Fax: (407) 861-6140

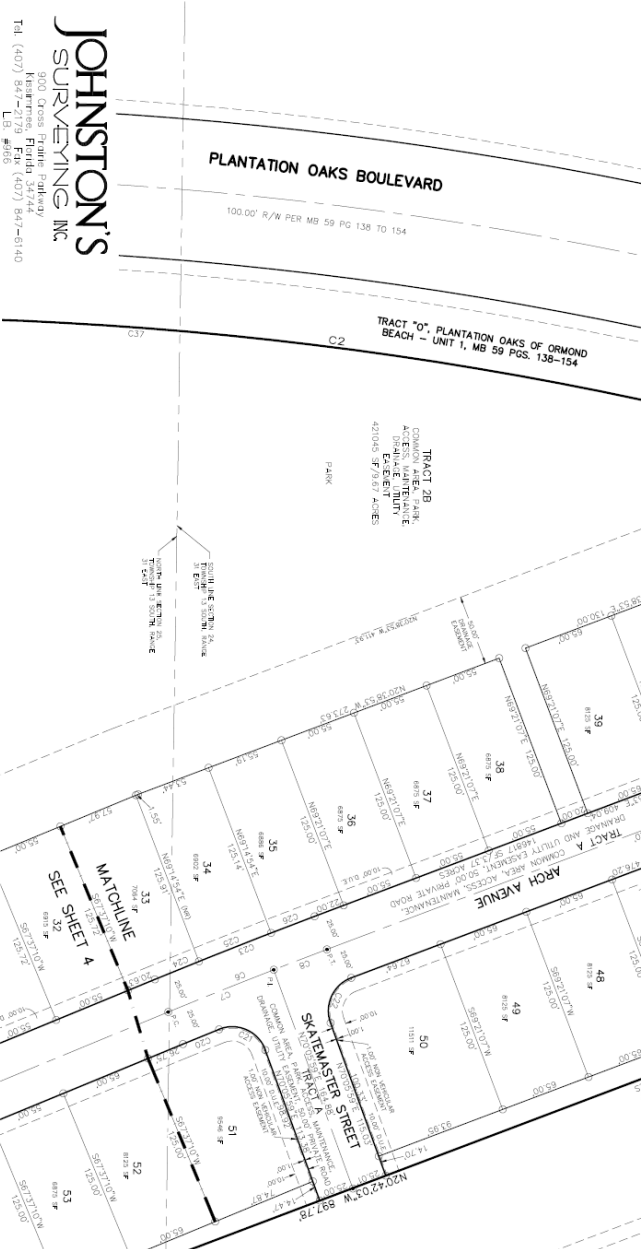
ARCHER'S MILL PHASE 2

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CURVE TABLE

CURVE #	BEARINGS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	2702.00'	2702.00'	127.73'	S70°45'39"W	127.74'
C2	2850.00'	224°48'26"	1148.14'	S05°59'36"W	1139.18'
C3	4000.00'	170°16'	120.96'	S21°00'02"E	120.96'
C4	4000.00'	170°16'	80.60'	S21°48'27"E	80.60'
C5	4000.00'	170°16'	40.36'	S20°06'13"E	40.36'
C6	3975.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C7	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C8	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'
C9	4025.00'	170°16'	120.96'	S21°00'02"E	120.96'
C10	4025.00'	170°16'	80.60'	S21°48'27"E	80.60'
C11	4025.00'	170°16'	40.36'	S20°06'13"E	40.36'
C12	25.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C13	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C14	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'
C15	4025.00'	170°16'	120.96'	S21°00'02"E	120.96'
C16	4025.00'	170°16'	80.60'	S21°48'27"E	80.60'
C17	4025.00'	170°16'	40.36'	S20°06'13"E	40.36'
C18	25.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C19	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C20	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'
C21	4025.00'	170°16'	120.96'	S21°00'02"E	120.96'
C22	4025.00'	170°16'	80.60'	S21°48'27"E	80.60'
C23	4025.00'	170°16'	40.36'	S20°06'13"E	40.36'
C24	25.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C25	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C26	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'
C27	4025.00'	170°16'	120.96'	S21°00'02"E	120.96'
C28	4025.00'	170°16'	80.60'	S21°48'27"E	80.60'
C29	4025.00'	170°16'	40.36'	S20°06'13"E	40.36'
C30	25.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C31	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C32	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'
C33	4025.00'	170°16'	120.96'	S21°00'02"E	120.96'
C34	4025.00'	170°16'	80.60'	S21°48'27"E	80.60'
C35	4025.00'	170°16'	40.36'	S20°06'13"E	40.36'
C36	25.00'	92°33'50"	27.60'	S22°10'54"E	27.60'
C37	25.00'	92°33'50"	40.18'	S24°03'30"W	35.99'
C38	25.00'	89°15'09"	35.94'	S65°16'27"E	35.12'



JOHNSTON'S
SURVEYING, INC.
100 CROSS COUNTRY DRIVE
KIRKLAND PARK, FL 33549
TEL (407) 847-5179 FAX (407) 847-6140
LB #666

[illegible]

FLOODPLAIN PANEL 12127C0201J EFFECTIVE DATE SEPTEMBER 29, 2017



TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY
P1-P6	PRELIMINARY / FINAL PLAT
S--	TOPOGRAPHIC SURVEY
2	OVERALL PLAN / KEY MAP
3-4	DEMOLITION/EROSION CONTROL PLAN
5-6	CIVIL PLAN
7	OVERALL UTILITY PLAN
8-9	UTILITY PLAN
10-12	PLAN & PROFILE
13-16	PAVING AND DRAINAGE DETAILS
18-20	WATER DISTRIBUTION SYSTEM DETAILS
21-22	SANITARY COLLECTION SYSTEM DETAILS
23-24	REUSE WATER SYSTEM DETAILS
25-26	LANDSCAPE DETAILS
27	IRRIGATION DETAILS

**SOILS MAP**

Step (see Appendix)	Step Unit Name	Access to AOD	Percent of AOD
17	Organize event (to 5 percent)	10.7	42.7%
18	Obtainable, mail, and fax	9.4	37.0%
19	Search (to 2 percent) Index	14.3	56.3%
20	Physic (to 2 percent) to 8 percent	28.8	100.0%

[illegible]

PHASE 2
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 25.532 ACRES INTO 68 SINGLE FAMILY LOTS.

DEVELOPER/OWNER

FORESTAR (USA) REAL ESTATE GROUP INC.
CHRIS TYREE, VICE-PRESIDENT
1064 GREENWOOD BLVD., SUITE 200
LAKE MARY, FL. 32746
407-750-7723
christyree@forestar.com

**SUBDIVISION DESIGNER ENGINEER
& LANDSCAPE ARCHITECT**

PARKER MYNCHENBERG, P.E. #32045, L.A.#155
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR

RICHARD D. BROWN, P.S.M. 5700
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
(407) 847-2179 fax (407) 847-6140
rdb@surveysing.com

LAND USE TABULATION

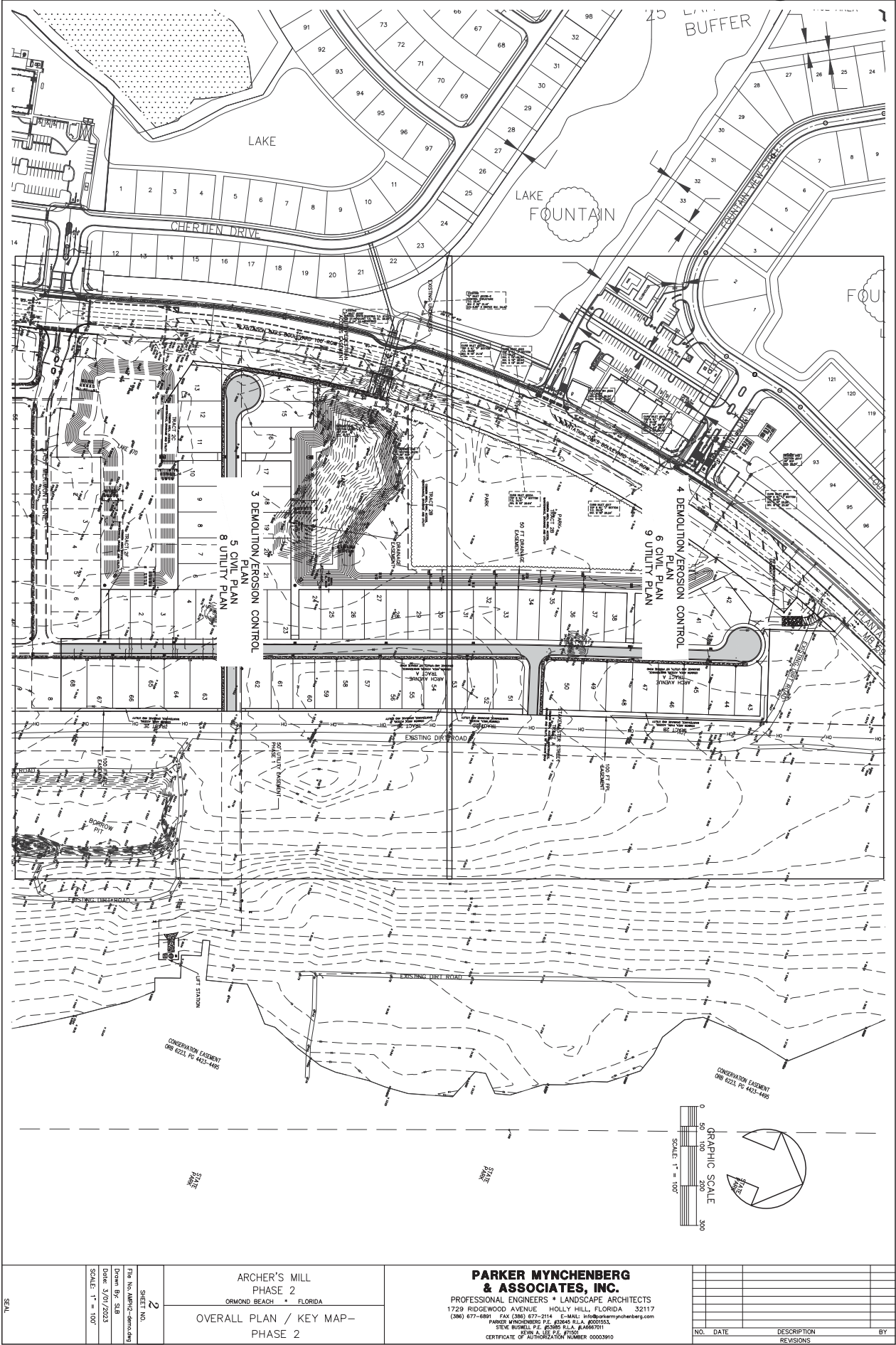
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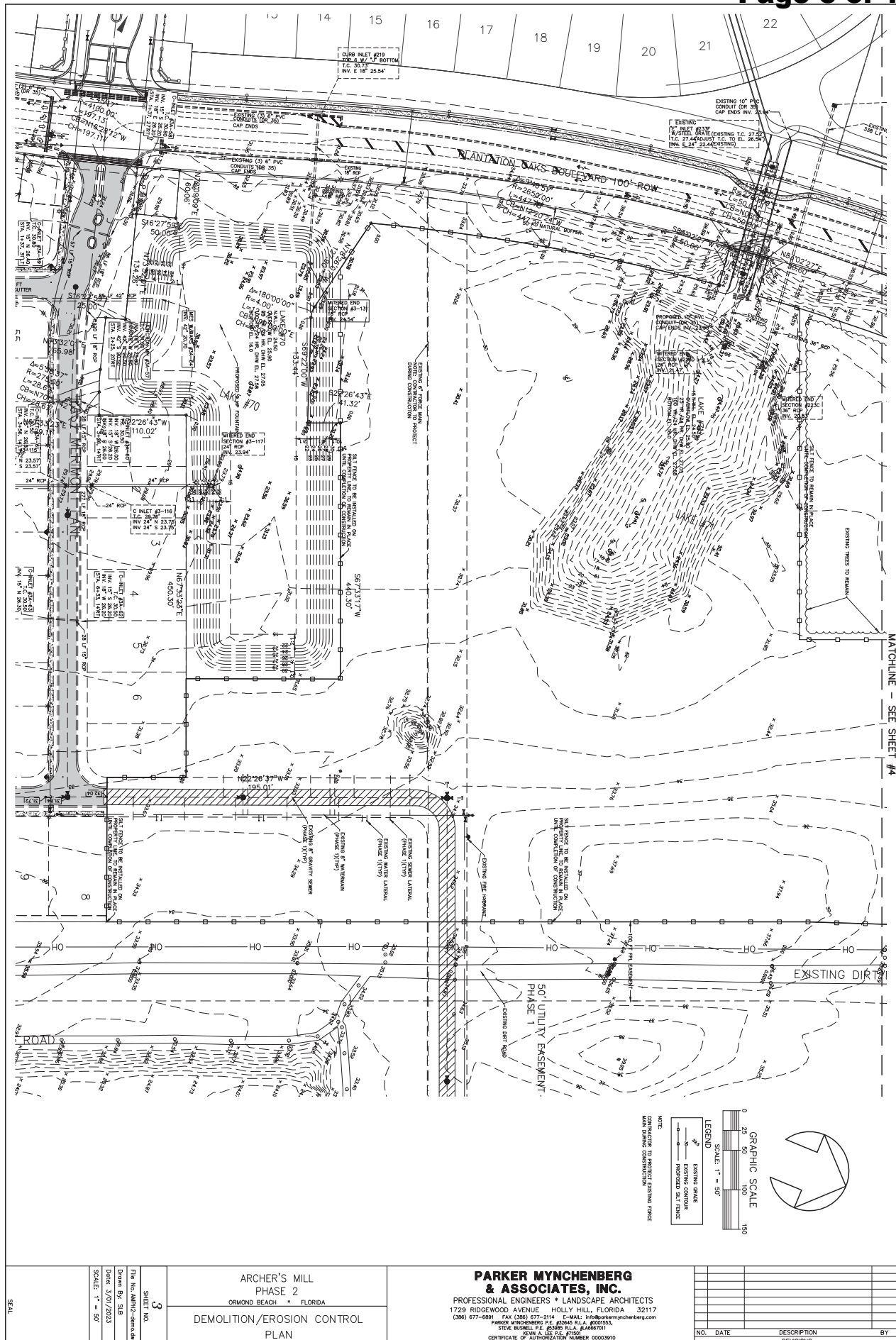
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32111
677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG & ASSOCIATES, INC. #0001563
STEVE BUSWELL, P.E. #3985 R.L.A. #A8667011
KEVIN A. LEF P. #7501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

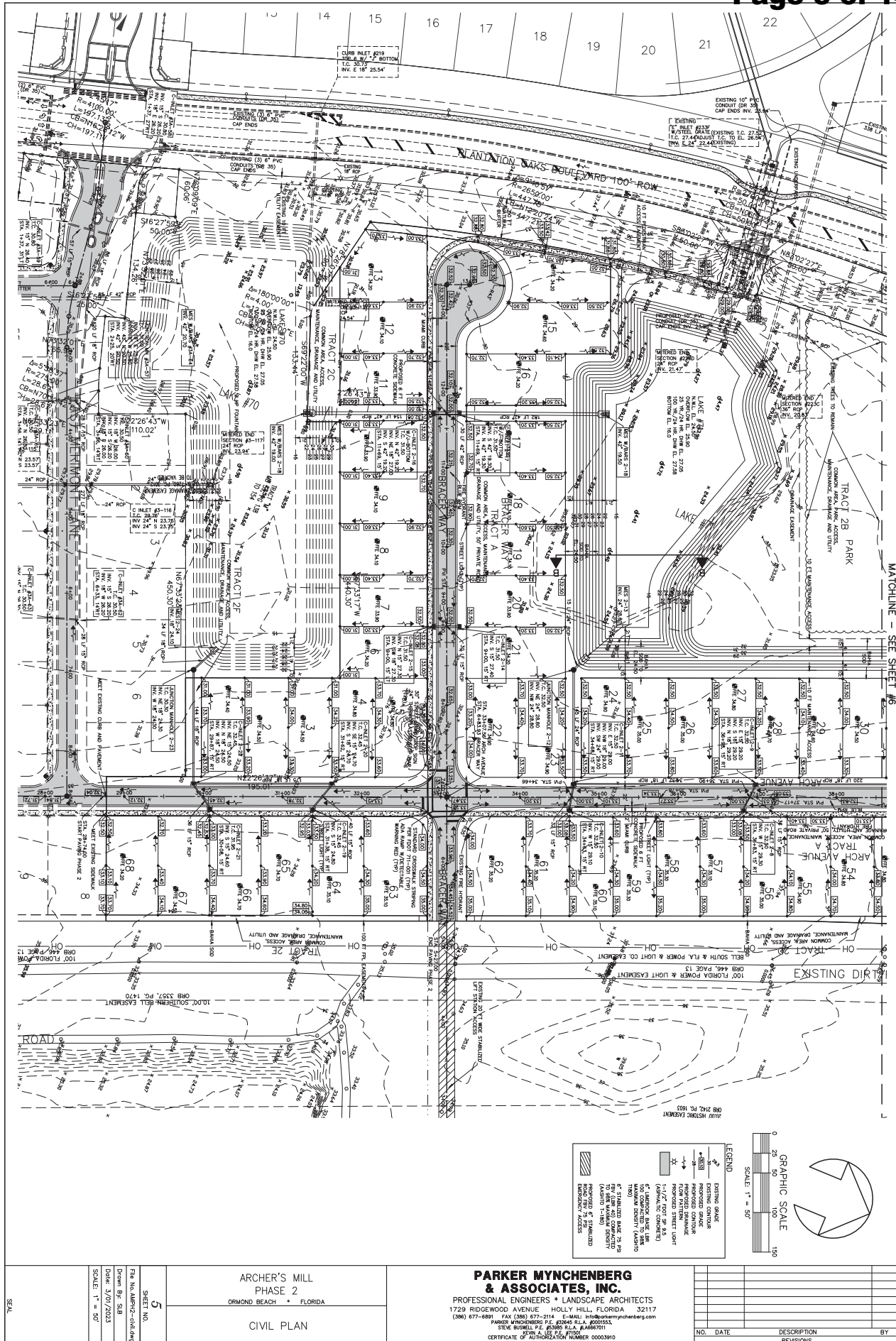
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PHASE 2
ARMON BEACH * FLORIDA

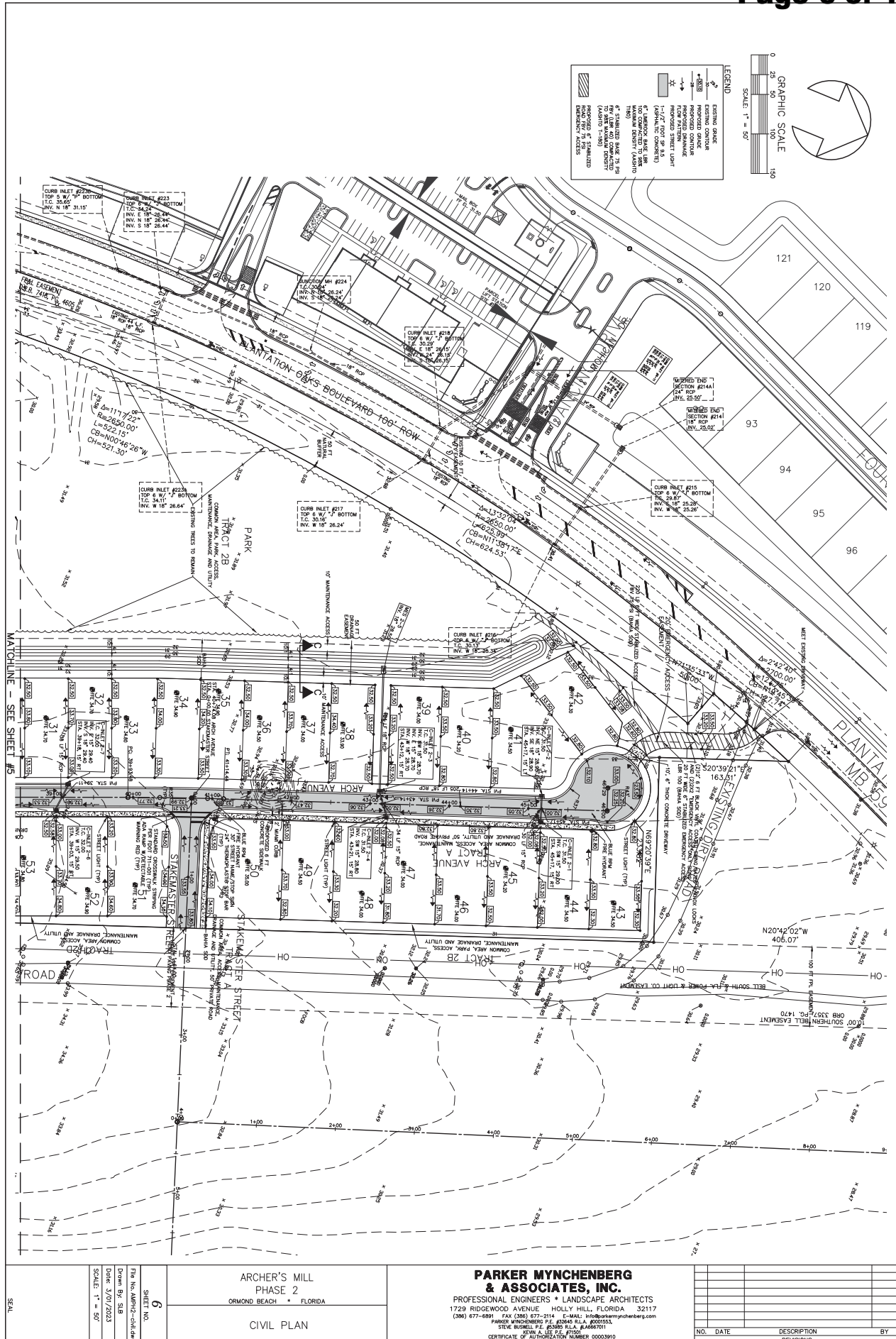
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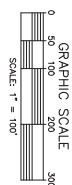
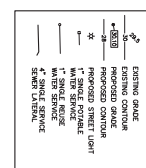
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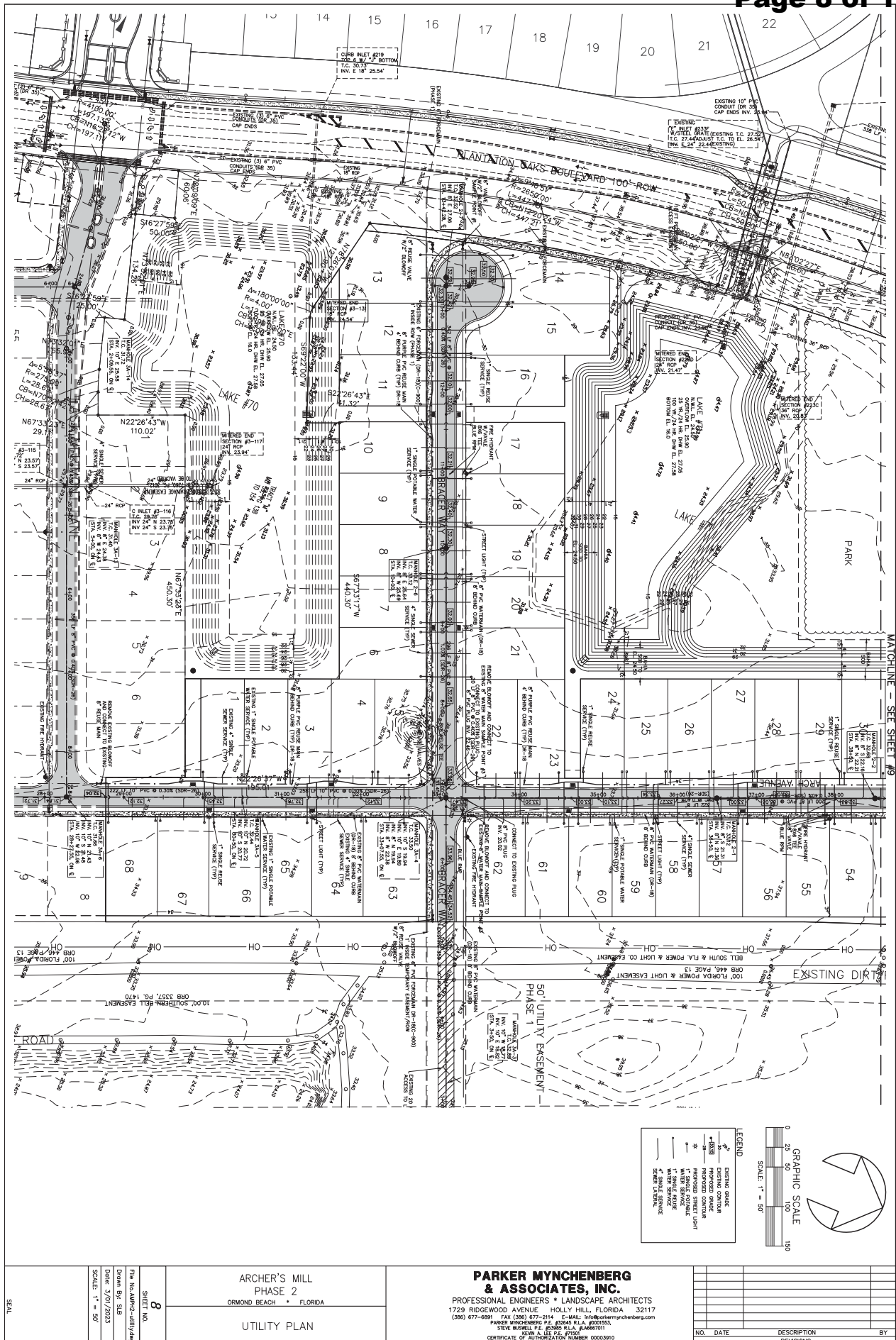


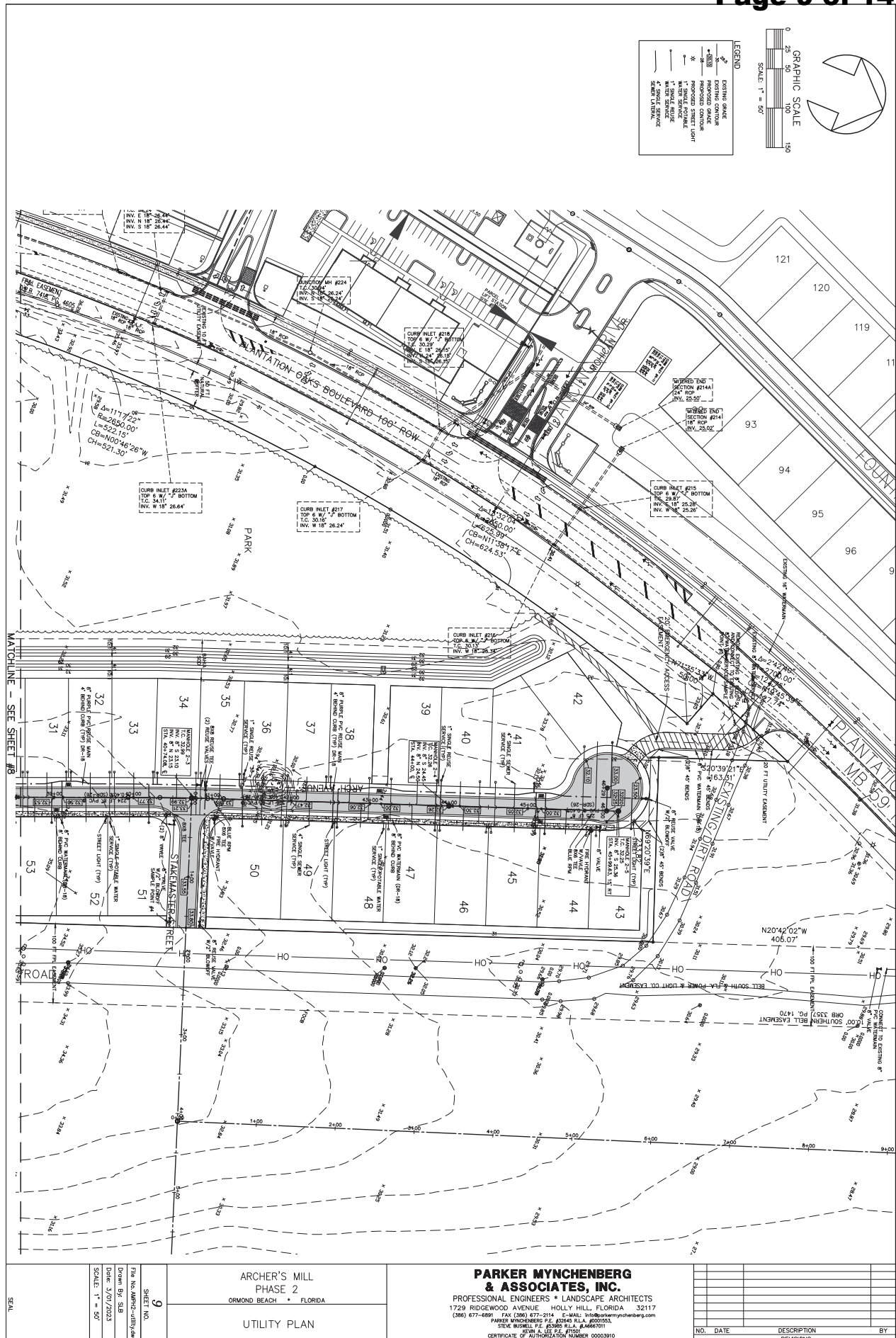


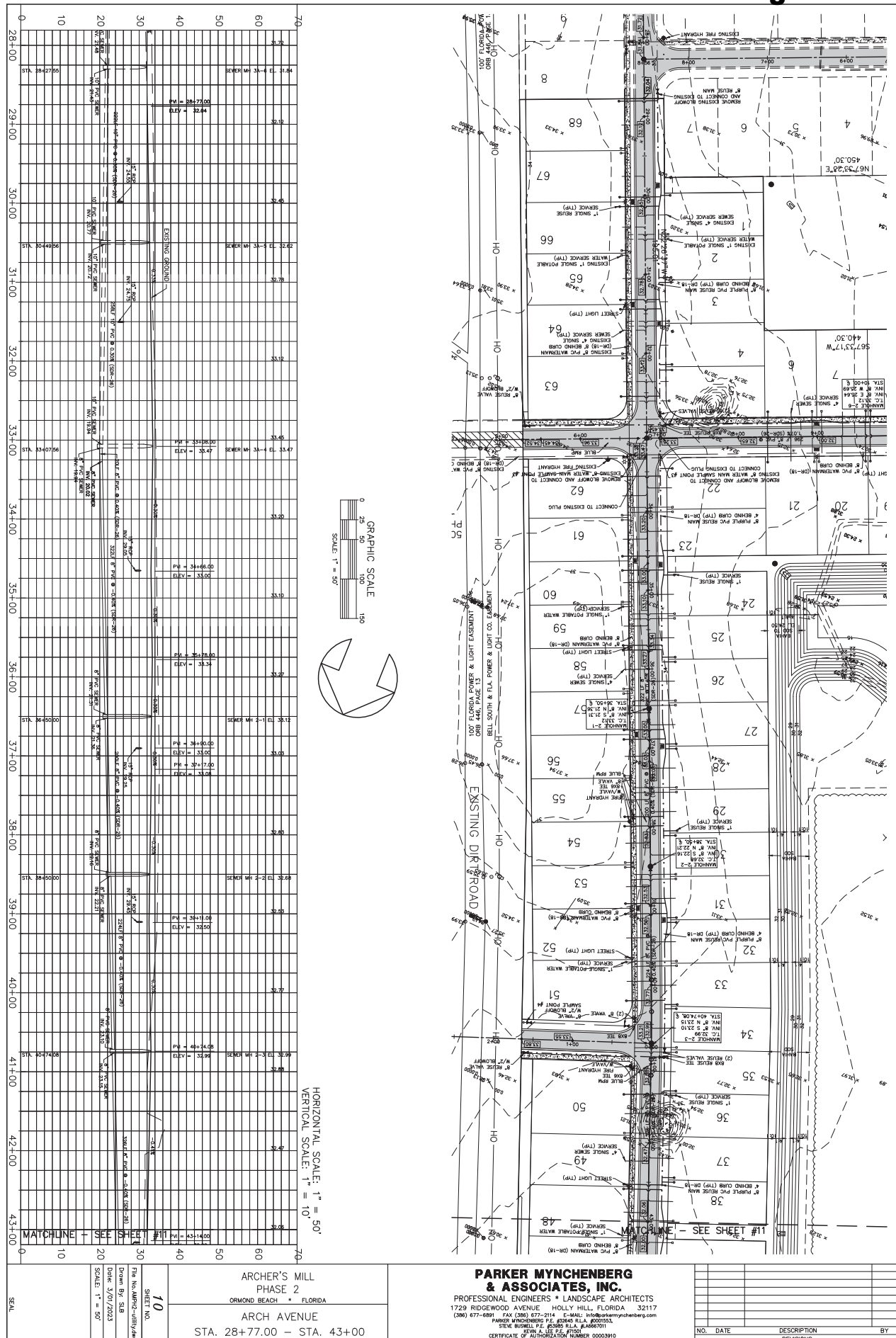
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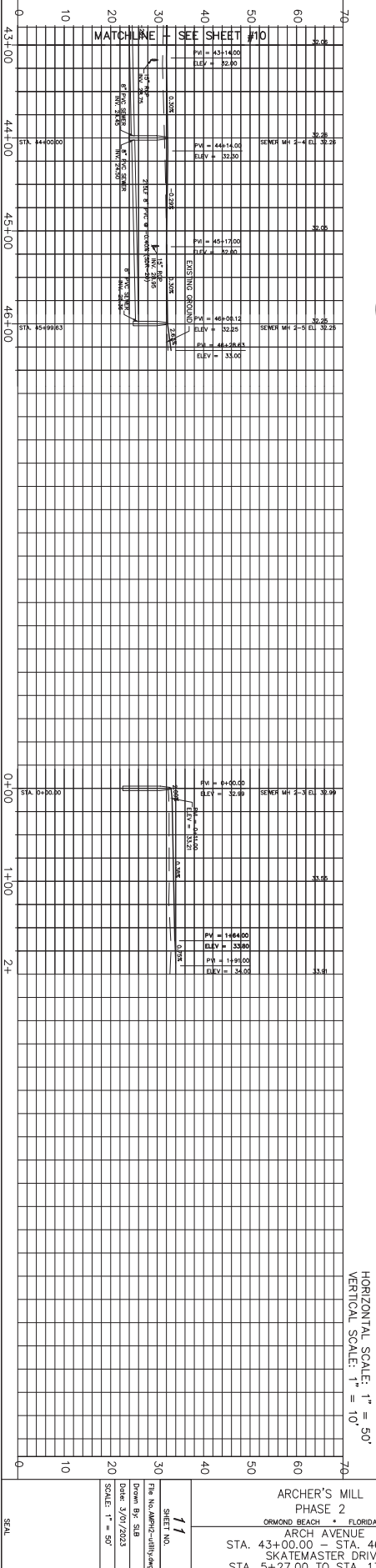
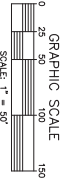
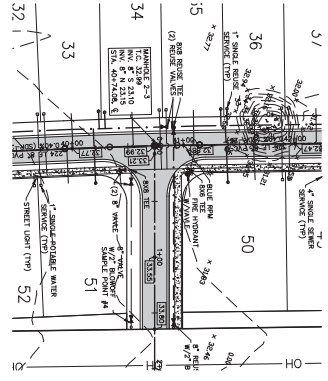
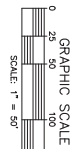
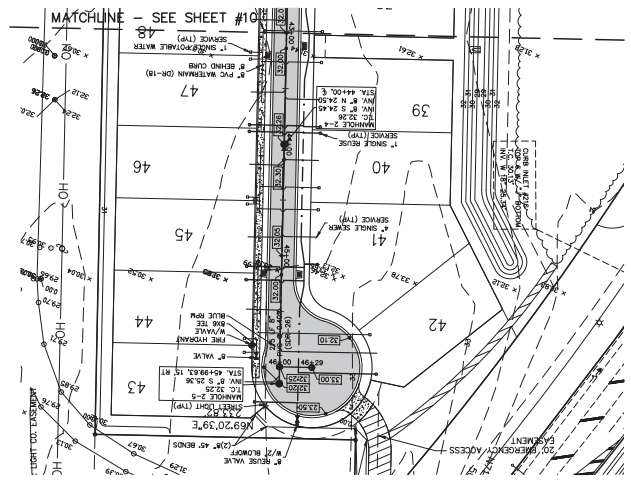
**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-Mail: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #20465 F.L.A. #2001553,
STEVE BUSHNELL P.E. #2585 R.L.A. #A6606701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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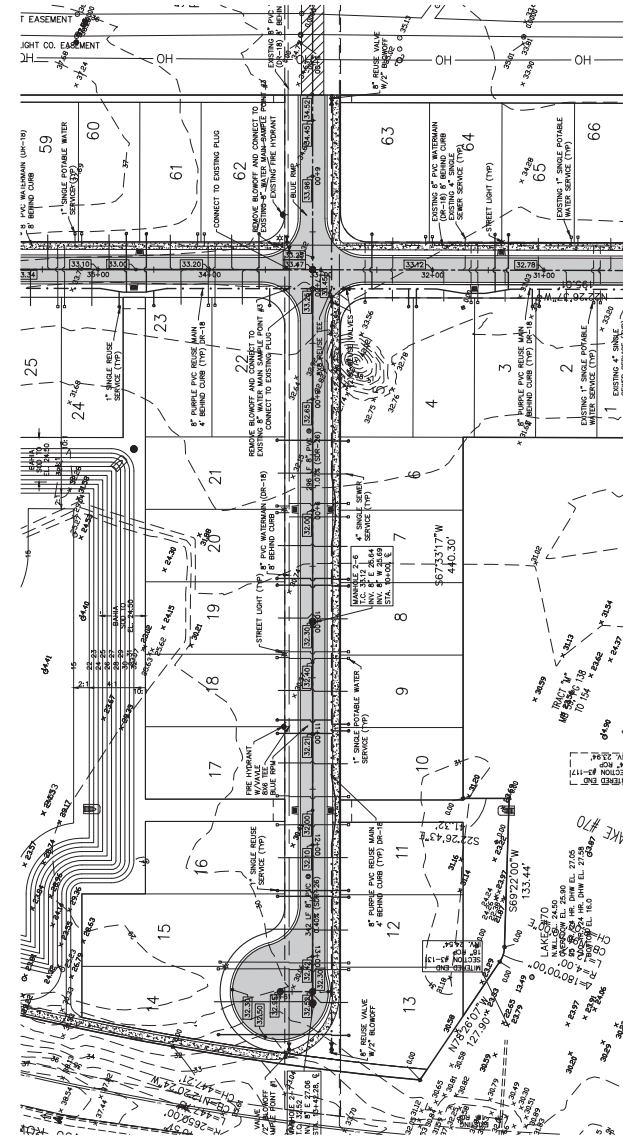
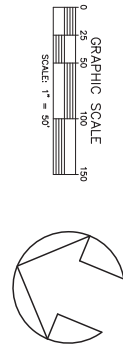
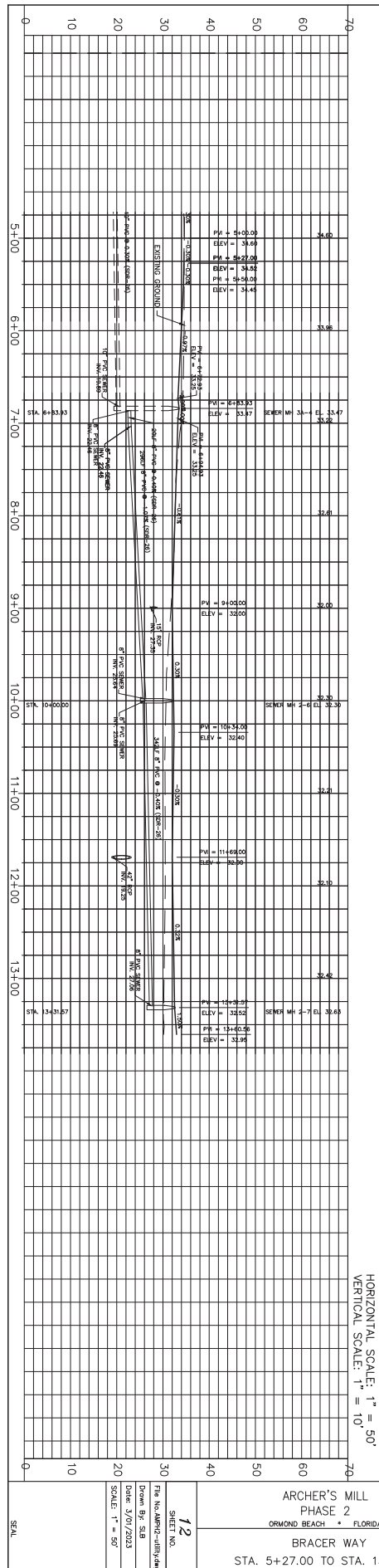
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VERTICAL SCALE: 1" = 10'

ARCHER'S MILL
PHASE 2
MOND BEACH * FLORIDA
ARCH AVENUE
+00.00 - STA. 46+28.63
KATEMASTER DRIVE
-27.00 TO STA. 13+71.28

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #A867011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

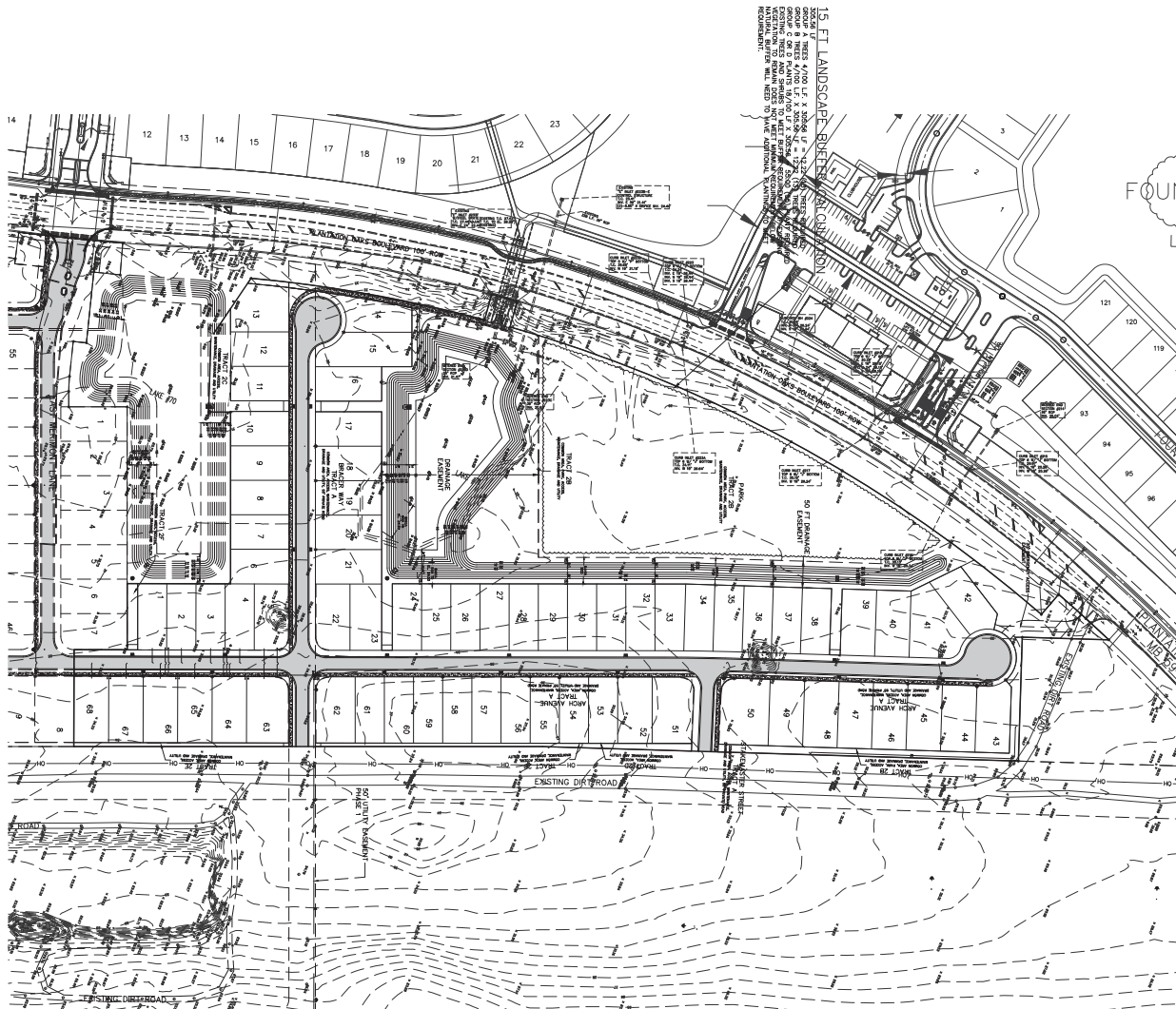
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53895 R.L.A. #A686701
KEVIN A. P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

[illegible]



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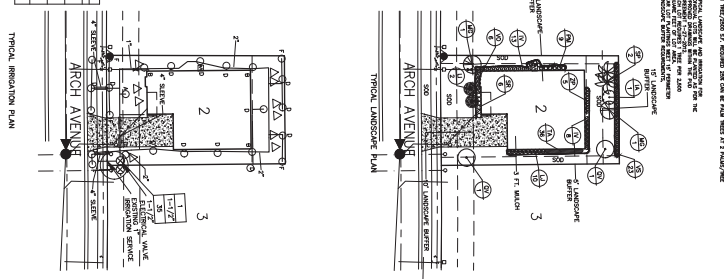
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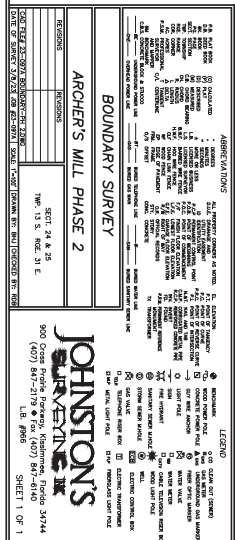
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GRADE 11		GRADE 12		GRADE 13		GRADE 14		GRADE 15	
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GRADE 11		GRADE 12		GRADE 13		GRADE 14		GRADE 15	
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26 SHEET NO.	ARCHER'S MILL PHASE 2 ORMOND BEACH * FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6801 FAX (386) 677-2114 E-MAIL: info@parkermychenberg.com PARKER MYNCHENBERG P.E. #23645 R.L.A. #0000553, STEVE BISHNELL P.E. #23885 R.L.A. #A4647011 KEVIN A. LEE P.E. #7150 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY
	LANDSCAPE DETAILS		



STAFF REPORT

City of Ormond Beach

Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Archer's Mill, Phase 2 (Phase 3 of Plantation Oaks Planned Residential Development)

APPLICANT: Forestar USA Real Estate Group, Inc.

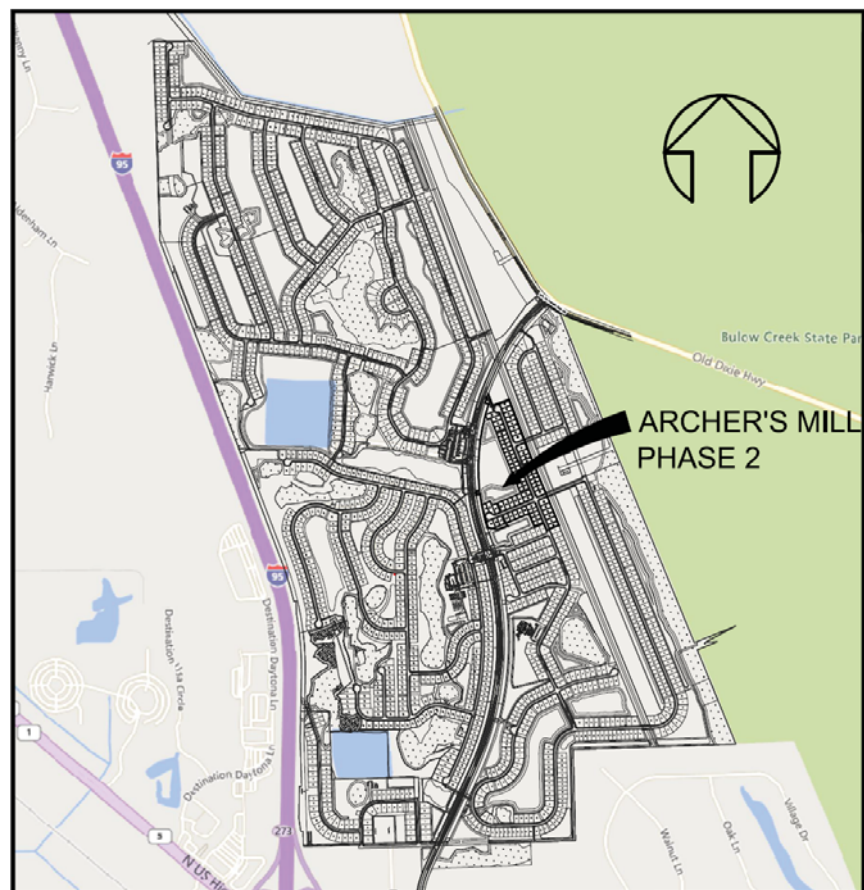
NUMBER: PP 2023-051

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 2 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 68 single-family lots on 25.53 acres. The preliminary plat allows the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The subdivision location is shown in Exhibit 1 below:

EXHIBIT 1:
Location Map



LOCATION MAP

SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192 that authorized 3,930 residential units on 2,009 acres. The Development of Regional Impact was amended by Volusia County with Resolutions 1998-108, 2000-72, and 2001-229. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision is as follows:

EXHIBIT 2: Volusia County approvals for the Plantation Oaks subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from unit 1A to Unit 2.

Action/Approval date	Description
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: - Delete the requirement for standard dwelling units and allowed mobile homes. - Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: - Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. - Revision date for the new RPUD preliminary plan. - Revises the project phasing schedule. - Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: - Provide alternate school site and pre pay school impact fees for entire development. - Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. - Donate a 23.14 <u>14.35-acre</u> school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, <u>and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A "Legal Description". - Amend exhibit B "typical 65x110 lot irrigation plan" RES#2012-24 Amendment. - Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and monument signs, or a 9-foot column, with a maximum copy area of 12 square feet.</u>

Action/Approval date	Description
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

This table summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 3: Ormond Beach approvals for the Plantation Oaks subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462 Annexation Agreement	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.

Action/Approval date	Description
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	Annexation of 1,055.36± acres of the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made, is 427 units.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. Also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site-built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert golf course in Phase 3 to add 43 lots; total 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS:

The site is designated “Low Density Residential” (LDR) on the city’s Future Land Use Map and is zoned PRD (Planned Residential development) incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 4: Adjacent land uses and zoning

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
South	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
East	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
West	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 5: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction
2	B	Manufactured Home	125	Infrastructure construction underway
2	C	Manufactured Home	121	Infrastructure construction underway
2	D	Manufactured Home	84	Infrastructure construction underway
1	A (Tiger Oaks)	Single-Family	121	Preliminary Plat (Resolution 2021-100) and Final plat (Ordinance 2022-17) approved. Infrastructure construction underway
3	Phase 1 Archer’s Mill	Single-Family	94	Preliminary plat approved (Resolution 2023-32). Infrastructure construction underway
3	Phase 2 Archer’s Mill	Single-Family	68	Seeking Preliminary Plat approval

Phase	Unit/Phase	Type	Lots	Status
3	Phase 3 Archer's Mill	Single-Family	59	Seeking Preliminary Plat approval
3	Phase 4 Archer's Mill	Single-Family	111	First SPRC submittal
3	Phase 5 Archer's Mill	Single-Family	114	First SPRC submittal
3	Phase 6 Archer's Mill	Single-Family	78	First SPRC submittal

Key aspects of the Archer's Mill, Phase 2 subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 50' width and 100' in depth. The plat shows typical lot dimensions of 55' by 125' and 65' by 125'.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.
5. Project abuts the 100-foot Florida Power & Light easement.
6. There is a park area shown between Plantation Oaks Boulevard and the lots (lots 24-42).
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2) step process, as discussed below:

1. **Preliminary Plat:** After a Planned Residential Development has been approved, the applicant's engineer performs detailed work in terms of the stormwater design, utilities, lot grading, and road layout. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. The review is a technical review to make the determination that the plat is consistent with the Planned Residential Development approval. There are two options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat (LDC, Section 4-18(H)(1)). When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(H)(2)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. The final plat would be recorded and the applicant would then construct the improvements.

2. **Final Plat:** The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Both the Planning Board and the City Commission would review the final plat.

SECTION 4, CONCLUSION:

Section 4-17, Preliminary plat approval procedures, of the Land Development Code establishes the preliminary plat process. Per Section 4-17 of the Land Development Code, the following should be considered in the review of the preliminary plat:

- (1) All preliminary plat and plans shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats and plans.**

The preliminary plat plans, ATTACHMENT 3, have been prepared by a Florida licensed surveyor. The subdivision construction drawings, ATTACHMENT 4, have been prepared by a Florida licensed professional engineer.

- (2) Required information including site and development data, development plan, and master road and utilities layout plan.**

ATTACHMENT 4, includes the required site plan information including utilities, stormwater and roadway layout and construction. The outstanding Site Plan Review Committee (SPRC) comments in ATTACHMENT 1 would need to be resolved to do any SPRC approval or site construction.

(3) Consistency with the approved development order or zoning district for the property under application.

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 5 and the proposed preliminary plat is consistent with the zoning approval.

(4) Consistency with the provisions of the Land Development Code.

The property is designated "Low Density Residential" on the City's Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City's Comprehensive Plan. The subdivision is part of a master planned subdivision and will not adversely impact environmentally sensitive lands or natural resources. There is adequate capacity in the public infrastructure to serve this project. Plantation Oaks Boulevard was constructed by the applicant. There are adequate water and sewer services to the subdivision. The preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and Plantation Oaks Planned Residential Development.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the preliminary plat for 68 single-family lots on 25.53 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

- Attachment 1: Site Plan Review Committee outstanding comments
- Attachment 2: Location map and overall Plantation Oaks subdivision map
- Attachment 3: Preliminary plat
- Attachment 4: Subdivision construction plans
- Attachment 5: Ordinance 2022-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Project Name: PZ-23-051

Project Description: Archer's Mill, Phase 2 (Plantation Oaks - Phase 3) - 68 lots on 25.53 acres

Review Comments List Date: 5/22/2023

Ref. # 23, Civil Engineer, David Allen, 5/16/23 5:05 PM, Cycle 1, Unresolved

Markup: Civil Tract 2B Park, C006-CIVIL.pdf

Provide additional information on the term Park. Will there be any need for clearing? Is it just for nature trails within the wooded area?

Ref. # 24, Civil Engineer, David Allen, 5/16/23 5:05 PM, Cycle 1, Unresolved

Markup: Civil-Finished Floor Elevation, C006-CIVIL.pdf

City of Ormond Beach LDC states FFE should be 18 inches above the centerline grade of the street.

Ref. # 25, Civil Engineer, David Allen, 5/16/23 5:05 PM, Cycle 1, Unresolved

Markup: Civil-Rear Yard Swale, C006-CIVIL.pdf

Will there be a rear yard swale like the one behind the lots across the street?

Ref. # 26, Civil Engineer, David Allen, 5/16/23 5:05 PM, Cycle 1, Unresolved

Markup: Civil-Emergency Access , C006-CIVIL.pdf

Show the travel path of the emergency equipment for this easement, with radii information.

Ref. # 27, Civil Engineer, David Allen, 5/16/23 5:05 PM, Cycle 1, Unresolved

Markup: Civil-Swale Grade, C006-CIVIL.pdf

Is there a purpose for the pipe to be below the invert of the swale? If the centerline elevation is at 28.50, please identify it.

Ref. # 28, Civil Engineer, David Allen, 5/16/23 5:38 PM, Cycle 1, Unresolved

Markup: Civil-Hydraulic Grade Line, C005-CIVIL.pdf

Provide hydraulic grade line calculation use the 25 year 24 hour peak stage as the tailwater elevation.

Ref. # 29, Civil Engineer, David Allen, 5/16/23 5:38 PM, Cycle 1, Unresolved

Markup: Civil-Stormwater Management , C005-CIVIL.pdf

Provide the documentation for Archer Mills Phases for the stormwater design and peak stages.

Ref. # 30, Civil Engineer, David Allen, 5/16/23 5:38 PM, Cycle 1, Unresolved

Markup: Civil-Rear Yard Swale, C005-CIVIL.pdf

Will there be a rear yard swale on this side of the street?

Ref. # 31, Civil Engineer, David Allen, 5/16/23 5:38 PM, Cycle 1, Unresolved

Markup: Civil-Erosion Protection, C005-CIVIL.pdf

The invert of this pipe is approximately 4 feet above the normal water level. What kind of erosion protection will be required for this area?

Ref. # 32, Civil Engineer, David Allen, 5/17/23 11:56 AM, Cycle 1, Unresolved

Markup: Civil- Vacant Parcel, C009-UTILITY.pdf

Is this the parcel that was noted as future fire station?

If so, could the utilities, (Sewer) be extended to provide gravity service? The water service would still be accessible on Plantation Oaks Blvd.

Ref. # 1, Landscape Architect, Cara Culliver, 5/4/23 10:50 AM, Cycle 1, Unresolved
Markup: Sheet Title, C026-DETAILS.pdf
- Please rename this sheet, Overall Lot Landscape Plan.

Ref. # 2, Landscape Architect, Cara Culliver, 5/4/23 10:52 AM, Cycle 1, Unresolved
Markup: 15' Buffer Note, C026-DETAILS.pdf
- Please remove this from the plan, not applicable for this project phase.

Ref. # 3, Landscape Architect, Cara Culliver, 5/4/23 11:07 AM, Cycle 1, Unresolved
Markup: Changemark note #01, C026-DETAILS.pdf
- Please create an information sheet, 26A and put the typical lot planting & irrigation which needs to be to scale and include plant list to this sheet.

Ref. # 4, Landscape Architect, Cara Culliver, 5/4/23 11:11 AM, Cycle 1, Unresolved
Markup: Minimum Tree Requirements, C026-DETAILS.pdf
- Phase 2 = 25.53 Acres = 1,112,086.8 SF/2500 = 445 Required Trees

- Please show how this requirement is being met. Please provide data to show where these tree numbers are coming from with this Phase 2 parcel.

- On the chart provide the total Lot Trees.

Ref. # 5, Landscape Architect, Cara Culliver, 5/4/23 11:13 AM, Cycle 1, Unresolved
Markup: Lot Trees Chart, C026-DETAILS.pdf
- Please add a title to this chart.

- Please round up (.5 & greater round up) the tree numbers, for example Lot 1 = 6 Required trees, etc...

Ref. # 6, Landscape Architect, Cara Culliver, 5/4/23 11:14 AM, Cycle 1, Unresolved
Markup: Note #3, C026-DETAILS.pdf
- Please remove the note #3 as this pertains to Phase 1. This is a 15' foot perimeter boundary and not an internal one.

Ref. # 7, Landscape Architect, Cara Culliver, 5/4/23 11:14 AM, Cycle 1, Unresolved
Markup: Typical Lot Planting, C026-DETAILS.pdf
- Please move over the MG in the rear yard as this is on top of the proposed IA.

- The IA is native, please mark with (*).

- Might want to make the MG, the Little Gem cultivar as this tree will become massive and will be to big for this size lot.

Ref. # 8, Landscape Architect, Cara Culliver, 5/4/23 11:16 AM, Cycle 1, Unresolved
Markup: Project Boundary Line, C026-DETAILS.pdf
- Please make this line bolder.

Ref. # 9, Landscape Architect, Cara Culliver, 5/4/23 11:18 AM, Cycle 1, Unresolved
Markup: Lot 10, Lot 42 & Lot 68, C026-DETAILS.pdf

- Lot 10 = 7,148 SF

- Lot 42 = 8,236 SF

- Lot 68 = 8,196 SF

Ref. # 21, Planner 2, Sarah Cushing, 5/12/23 1:35 PM, Cycle 1, Unresolved

Markup: Planning - street names, C001-PLAT.pdf

Once street names are verified with County, please double check and ensure they match on Note 14 of the plat.

Ref. # 22, Planner 2, Sarah Cushing, 5/12/23 1:40 PM, Cycle 1, Unresolved

Markup: Planning - Note 19 on plat, C001-PLAT.pdf

Is this note referencing the 10-foot the D.U.E. in the front of all the properties or the 10-foot pedestrian access easement parallel with Plantation Oaks Blvd (page 2 of 5 of the plat)?

Ref. # 10, Planning Director, Steven Spraker, 5/7/23 1:47 PM, Cycle 1, Info Only

Comment:

Per Section 4-05 of the Land Development Code:

The applicants shall respond to SPRC written comments within one hundred eighty (180) calendar days of the issuance date or the project shall be considered withdrawn. All projects that do not respond within the allotted time shall be required to submit a new application and SPRC review fees. Applicants may request a maximum of two (2) ninety (90)-calendar day extensions with a written request to the planning director detailing the reason for the delay in responding to the SPRC comments.

Ref. # 11, Planning Director, Steven Spraker, 5/7/23 1:47 PM, Cycle 1, Info Only

Comment: Preliminary plats require review of the Planning Board and approval of the City Commission.

Ref. # 12, Planning Director, Steven Spraker, 5/7/23 1:47 PM, Cycle 1, Info Only

Comment: Please provide the school concurrency determination once available.

Ref. # 14, Utility 1, Mike Stephenson, 5/11/23 10:36 AM, Cycle 1, Unresolved

Markup: Existing SW Pipe, C005-CIVIL.pdf

City GIS information showcases an existing 18-inch RCP pipe between lake #71 and lake #70. I do not see any comments in the current planset regarding removal of this existing pipe. Please advise.

Ref. # 15, Utility 1, Mike Stephenson, 5/11/23 10:38 AM, Cycle 1, Unresolved

Markup: Swale Bottom, C006-CIVIL.pdf

I assume the bottom contour of the proposed swale should be revised to EL 28 as to not bury the proposed MES 2-5 with an invert of 28.5. Please advise

Ref. # 16, Utility 1, Mike Stephenson, 5/11/23 10:40 AM, Cycle 1, Unresolved

Markup: WM on Private Property, C009-UTILITY.pdf

Proposed water main shown being installed on private property for Lot #43. Please revise or add utility easement

Ref. # 18, Utility 1, Mike Stephenson, 5/11/23 10:50 AM, Cycle 1, Unresolved

Markup: Stakemaster St Gravity, C009-UTILITY.pdf

Please confirm no stubout for future gravity sewer should be installed along Stakemaster Street. Water and Reuse extensions are shown, but not sewer.

Ref. # 19, Utility 1, Mike Stephenson, 5/11/23 2:01 PM, Cycle 1, Unresolved

Markup: Cadd Layering, C009-UTILITY.pdf

I assume the large black circles with an empty inside are meant to showcase the station and offsets. Is it possible, however, to adjust the layering? Somewhat confusing and the thick line layer blends in with the proposed gravity system.

Ref. # 20, Utility 1, Mike Stephenson, 5/11/23 2:27 PM, Cycle 1, Unresolved

Markup: Bracer Way WM Clarification, C008-UTILITY.pdf

If the water main on Bracer Way is not slated to tie into the main on Plantation Oaks, then Utilities would prefer to see an 8-inch x 2-inch reducer after the hydrant for water quality purposes. Run the main CTS PE tubing out of the pavement (around the cul de sac). Keep a blow off with valve at the end of the line.

ATTACHMENT 2

Location map and overall
Plantation Oaks subdivision
map

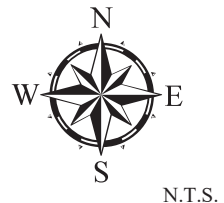


Volusia County Property Appraiser

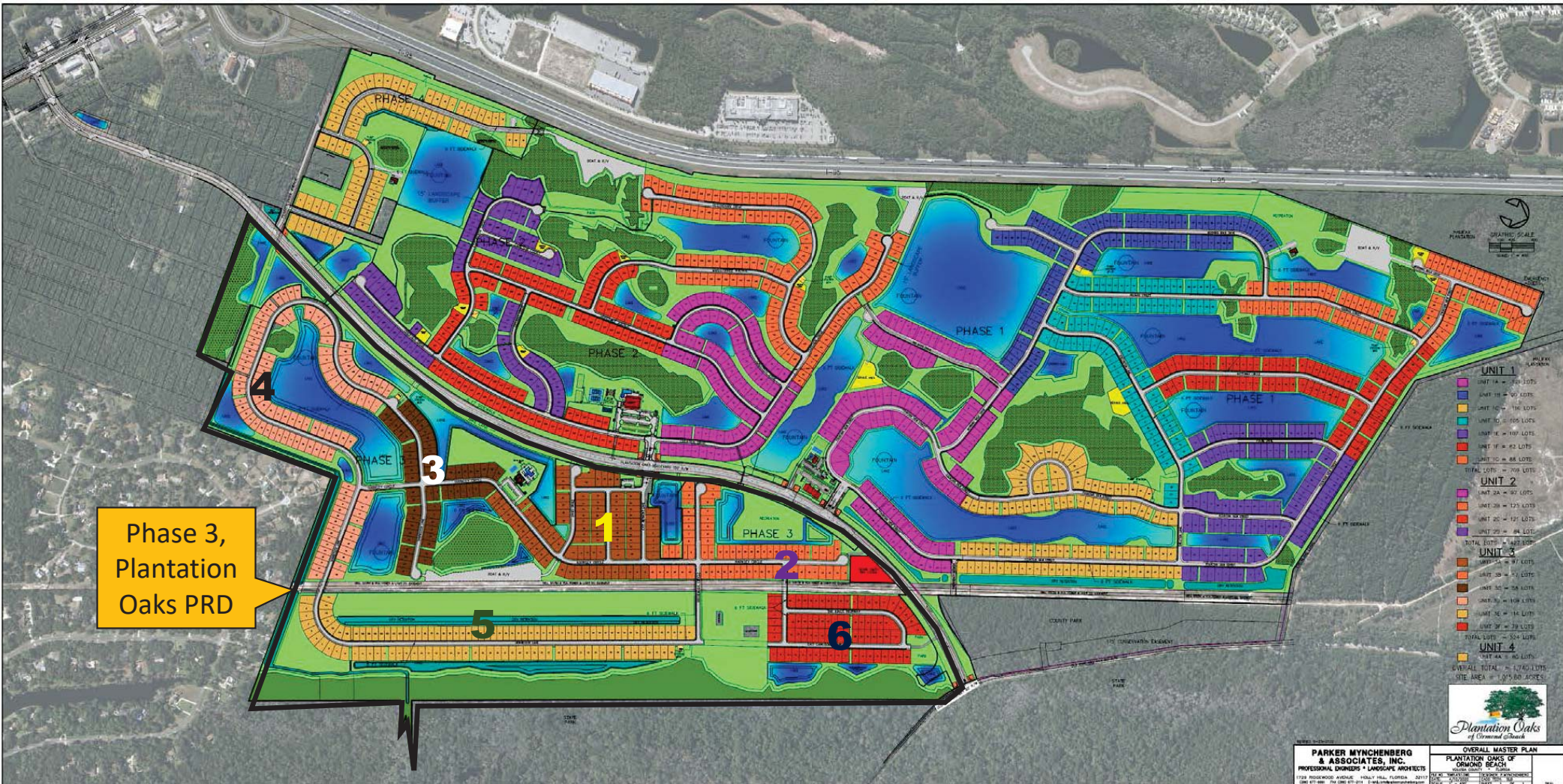


AERIAL MAP ARCHER'S MILL - PHASE 2

Prepared By: The City of Ormond Beach
G.I.S. Department - May 15, 2023

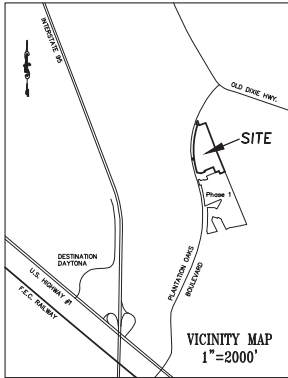


Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing



ATTACHMENT 3

Preliminary Plat



LEGEND

COR	CERTIFIED CORNER RECORD
CHD	CENTERLINE
D.E.	CHORD LENGTH
D.U.E.	DRAINAGE EASEMENT
ID	IDENTIFICATION
LB	LICENSED BUSINESS
MB	MAP BOOK
(NR)	NON-RADIAL
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE(S)
P.I.	POINT OF INTERSECTION
P.R.C.	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
P.T.	POINT OF TANGENCY
R/P	RADIAL POINT
R/W	RIGHT OF WAY
U.E.	UTILITY EASEMENT
CA, D, A, M & U	COMMON AREA, DRAINAGE, ACCESS, MAINTENANCE AND UTILITIES

- DENOTES 4"x4" CONCRETE MONUMENT "PRM LB 3019"
□ DENOTES 1/4"x4" CONCRETE MONUMENT "PRM LB 966"
○ DENOTES 1/2" IRON ROD W/CAP "LB 966"
● DENOTES NAIL AND DISK "PCP LB 966"

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3-5	LOT AND TRACT DETAILS

NOTICE: This plot, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING, INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2170 Fax (407) 847-6140
L.B. #966

ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION

A portion of Tract M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1 as recorded in Map Book 59, Pages 138 through 154 of the Public Records of Volusia County, Florida and a portion of Sections 24 and 25, Township 13 South, Range 31 East, Volusia County, Florida being more particularly described as follows:

BEGIN at the Southeast corner of Tract M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1 as recorded in Map Book 59, Pages 138 through 154 of the Public Records of Volusia County, Florida; thence run N67°33'23"E, a distance of 8.12 feet; thence run S22°17'45"E, a distance of 100.11 feet; thence run N67°42'15"E, a distance of 182.77 feet to a point on the West line of a Florida Power & Light Company Easement, as recorded in Official Records Book 446, Page 13 of the Public Records of Volusia County, Florida; thence along the West line of said easement the following two (2) courses: run N22°26'26"W, a distance of 883.89 feet; thence run N20°42'03"W, a distance of 897.78 feet to the Southeast corner of Parcel 1A of said PLANTATION OAKS OF ORMOND BEACH - UNIT 1; thence along the boundary of said Parcel 1A the following two (2) courses: run S69°20'30"W, a distance of 233.82 feet; thence run N25°39'21"W, a distance of 163.31 feet to a point on the Easterly Right of Way of Plantation Oaks Boulevard, said point being on a Non-Tangent curve, concave to the East, having a Radius of 2,700.00 feet and a Central Angle of 02°42'40"; thence run Southerly along the arc of said curve, a distance of 127.75 feet (Chord Bearing = S19°45'39"W, Chord = 127.74 feet); thence along the boundary of Tract O of said PLANTATION OAKS OF ORMOND BEACH - UNIT 1 the following three (3) courses: run S71°35'33"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 2,650.00 feet and a Central Angle of 02°42'40"; thence run Southerly along the arc of said curve, a distance of 127.75 feet (Chord Bearing = S05°59'36"W, Chord = 127.74 feet); thence run S83°02'27"W, a distance of 50.00 feet to a point on said Easterly Right of Way of Plantation Oaks Boulevard being a point on a Non-Tangent curve, concave to the East, having a Radius of 2,700.00 feet and a Central Angle of 01°03'40"; thence run Southerly along the arc of said curve, a distance of 50.00 feet (Chord Bearing = S06°57'33"E, Chord = 50.00 feet); thence along the boundary of Tract N of said PLANTATION OAKS OF ORMOND BEACH - UNIT 1 the following two (2) courses: run N83°02'27"E, a distance of 50.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 2,650.00 feet and a Central Angle of 02°42'40"; thence run Southerly along the arc of said curve, a distance of 447.75 feet (Chord Bearing = S12°02'4"E, Chord = 447.21 feet); thence run S78°24'07"E, a distance of 127.90 feet to the Point of Curvature of a curve concave to the North, having a Radius of 25.00 feet and a Central Angle of 32°11'54"; thence run Easterly along the arc of said curve, a distance of 14.05 feet (Chord Bearing = N85°25'57"E, Chord = 13.13 feet); to the Point of Beginning; thence run N69°22'00"E, a distance of 133.44 feet; thence run N22°26'43"W, a distance of 41.32 feet; thence run N67°33'17"E, a distance of 323.93 feet; thence run S22°17'45"E, a distance of 195.00 feet; thence run N67°33'23"E, a distance of 116.88 feet to the POINT OF BEGINNING.

Containing 25.53 acres, more or less.

NOTES:

- THE BEARINGS SHOWN HEREON ARE ASSUMED BASED THE NORTH LINE OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1 AS BEING N67°33'17"E.
- DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 10.00 FOOT ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
- THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____, COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____, PAGES _____.
- ALL LOT LINES ALONG CURVES ARE RADIAL, UNLESS INDICATED AS (NR), NON-RADIAL.
- THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON-EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR PLANTATION OAKS OF ORMOND BEACH L.C. ORDINANCE 2021-02 - BOOK 7985, PAGES 4080-4339, MAJOR AMENDMENT - BOOK 8113, PAGE 4003, FIRST AMENDMENT, ORDINANCE 2022-16 - BOOK 8268, PAGES 2898-2930.
- THIS PLAT IS SUBJECT TO THE DEVELOPMENT ORDER FOR RESOLUTION NO. 86-192, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 2834, PAGE 978, BEING MODIFIED BY RESOLUTION NO. 90-159 RECORDED IN OFFICIAL RECORDS BOOK 3716, PAGE 3373, ALSO MODIFIED BY RESOLUTION NO. 94-235 RECORDED IN OFFICIAL RECORDS BOOK 3970, PAGE 3326, NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3981, PAGE 1199, AMENDED BY RESOLUTION NO. 98-108 AS SET FORTH IN NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 4351, PAGE 3321, AS AMENDED BY RESOLUTION NO. 2001-229 RECORDED IN OFFICIAL RECORDS BOOK 4016, PAGE 3426 AND ITS NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 5045, PAGE 4693 AND RESOLUTION NO. 2012-37 RECORDED IN O.R. BOOK 6663, PAGE 508, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO A CONSERVATION AND ACCESS EASEMENT IN FAVOR OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RECORDED IN O.R. BOOK 6223, PAGE 4423, AS AFFECTED BY PARTIAL RELEASE OF AND AMENDMENT TO CONSERVATION EASEMENT RECORDED IN O.R. BOOK 7436, PAGE 4716, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- ALL UTILITY, ACCESS AND MAINTENANCE EASEMENTS WHERE WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS ARE LOCATED ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH, FLORIDA, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THESE UTILITY LINES WITHIN THE EASEMENTS.
- DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC.
- TRACT A PRIVATE ROAD COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR THE PURPOSE OF ACCESS, DRAINAGE AND UTILITY EASEMENT; TRACT A TO BE OWNED AND MAINTAINED BY THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC.; CITY OF ORMOND BEACH TO BE RESPONSIBLE FOR ANY WATER OR SANITARY SEWER GRAVITY AND/OR FORCE MAINS WITHIN TRACT A UTILITY EASEMENT.
- A PERPETUAL NON EXCLUSIVE EASEMENT IS GRANTED OVER TRACT A FOR UTILITY MAINTENANCE ACCESS AND EGRESS OR EMERGENCY VEHICLES AND GOVERNMENT OFFICIALS.
- TRACT A SHOWN HEREON AS ARCH AVENUE, BRACER WAY AND STAKEMASTER STREET IS A 50.00 FOOT WIDE PRIVATE RIGHT OF WAY, FOR COMMON AREA INGRESS AND EGRESS. ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF, AN ACCESS, MAINTENANCE, DRAINAGE AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF ORMOND BEACH OVER TRACT A FOR MAINTENANCE OF UTILITIES ONLY.
- TRACT 2B COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY PURPOSES. TO BE MAINTAINED BY THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC.
- TRACTS 2C, 2D, 2E AND 2F COMMON AREA IS DEDICATED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR ACCESS, MAINTENANCE, DRAINAGE AND UTILITIES AND ARE HEREBY MAINTAINED BY ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC.
- LOT OWNERS SHOWN HEREON WILL BE SET IN ACCORDANCE WITH CHAPTER 177.09(9), FLORIDA STATUTES.
- 1 FOOT NON VEHICULAR ACCESS EASEMENT (NVA) DESCRIPTION: NO DRIVEWAYS ALLOWED.
- THE 10 FOOT DRAINAGE AND UTILITY EASEMENT IS DEDICATED TO THE PUBLIC.

CITY ATTORNEY CERTIFICATE OF APPROVAL:

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2023.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

MAP BOOK:____ PAGE:____

SHEET 1 OF 5

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, FORESTAR (USA) REAL ESTATE GROUP INC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "ARCHER'S MILL PHASE 2", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED:

TRACT A SHOWN HEREON AS ARCH AVENUE, BRACER WAY AND STAKEMASTER STREET IS A 50.00' WIDE PRIVATE RIGHT-OF-WAY, IS HEREBY GRANTED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR COMMON AREA INGRESS AND EGRESS, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. AN ACCESS AND UTILITY EASEMENT IS GRANTED OVER TRACT A.

TRACT 2B COMMON AREA IS HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR THE PURPOSE OF PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

TRACTS 2C, 2D, 2E AND 2F COMMON AREA ARE HEREBY DEDICATED TO THE ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC. FOR THE PURPOSE OF ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.

ARCHER'S MILL HOMEOWNER'S ASSOCIATION INC., THE HOME OWNERS ASSOCIATION, WILL OWN THE PRIVATE ROADWAYS, STORMWATER AREAS AND PONDS, WETLAND CONSERVATION AREAS AND RECREATIONAL FACILITIES. SEE THE SURVEYOR'S NOTES FOR CLARIFICATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS ____ DAY OF _____, 2023 A.D.

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware Corporation

By: _____ Executive Vice President

CHRIS TYREE _____

Signature _____ Signature _____

Print Name _____ Print Name _____

STATE OF _____ FLORIDA _____ COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 2023, BY CHRIS TYREE, AS EXECUTIVE VICE PRESIDENT, SUCH PERSON [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC
NOTARY COMMISSION NO. _____ NOTARY EXPIRATION _____

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.09(10) REGARDING "PERMANENT REFERENCE MONUMENTS"; THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.06(1) OF THE FLORIDA STATUTES.

Richard D. Brown, P.S.M.

Dated _____, Registration No. _____, 5700 _____

Professional Surveying Certificate of Authorization No. L.B. 966

JOHNSTON'S
SURVEYING, INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH:

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT ENTITLED "ARCHER'S MILL PHASE 2" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART I, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REGULATIONS.

CITY REGISTERED SURVEYOR _____ DATE: _____, 2023. SEAL
L.B. #966 AND P.S.M. #5374
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH:

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2023, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

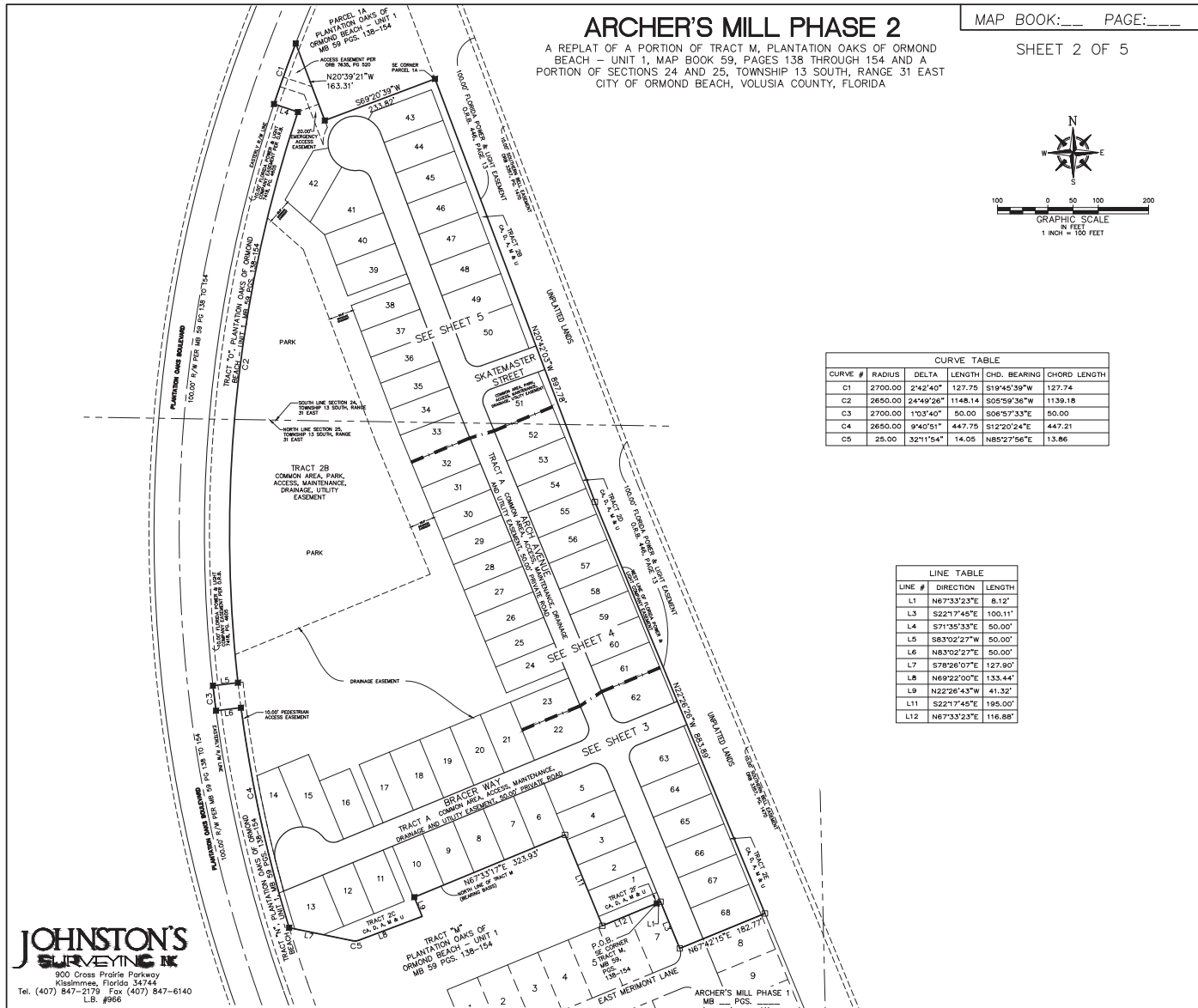
BY: _____ MAYOR

ATTEST: _____ CITY CLERK

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ____ DAY OF _____, 2023, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA



ARCHER'S MILL PHASE 2

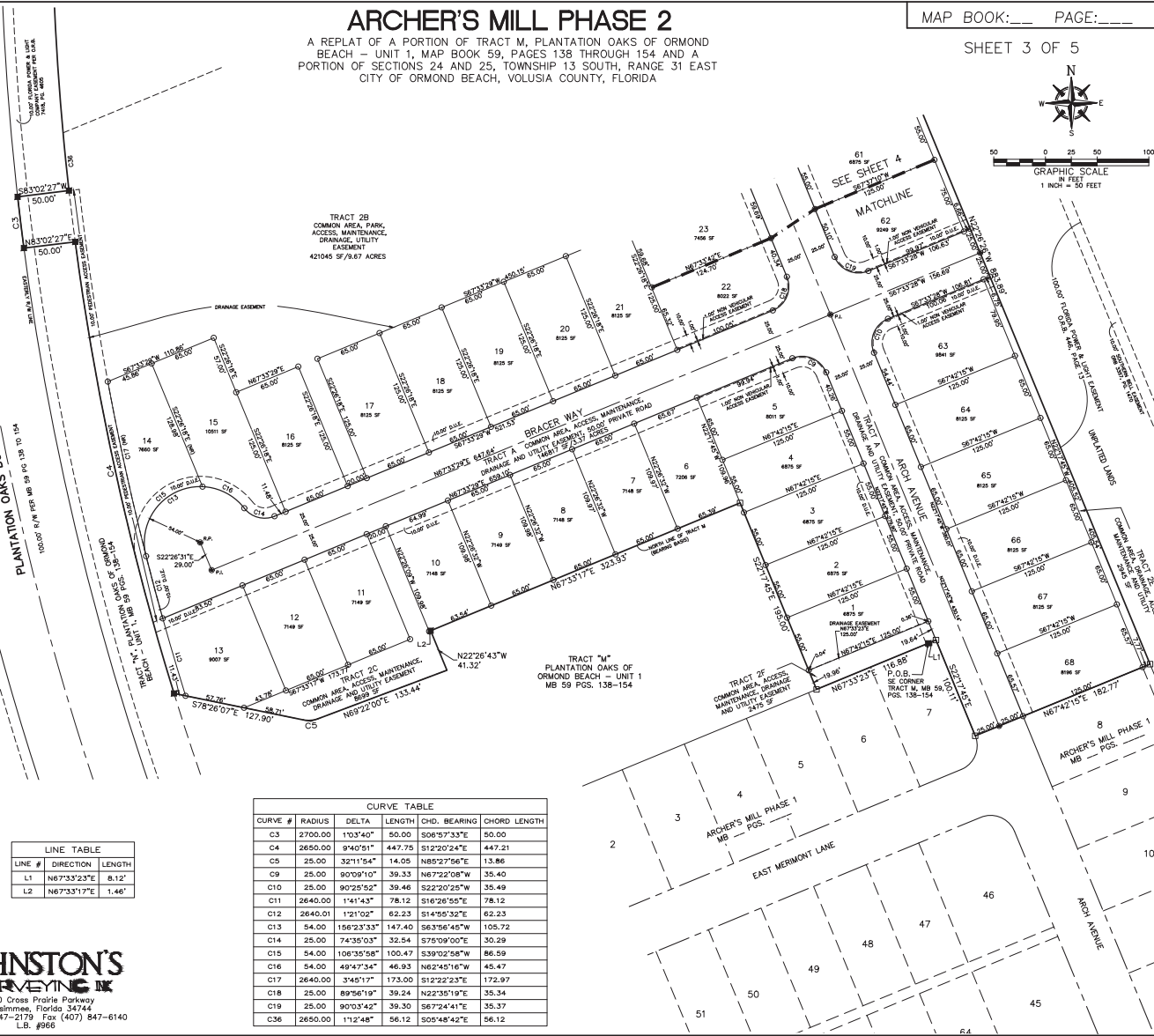
A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 3 OF 5



PLANTATION OAKS BOULEVARD



ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 4 OF 5



GRAPHIC SCALE
1 INCH = 50 FEET

PLANTATION OAKS BOULEVARD

150.00' R/W PER MB 59 PG 138 TO 154

TRACT 1A PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MB 59 PG 138-154

TRACT 2B
COMMON AREA, PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
421045 SF/9.67 ACRES

PARK

SOUTH LINE SECTION 24,
TOWNSHIP 13 SOUTH, RANGE
31 EAST

NORTH LINE SECTION 25,
TOWNSHIP 13 SOUTH, RANGE
31 EAST

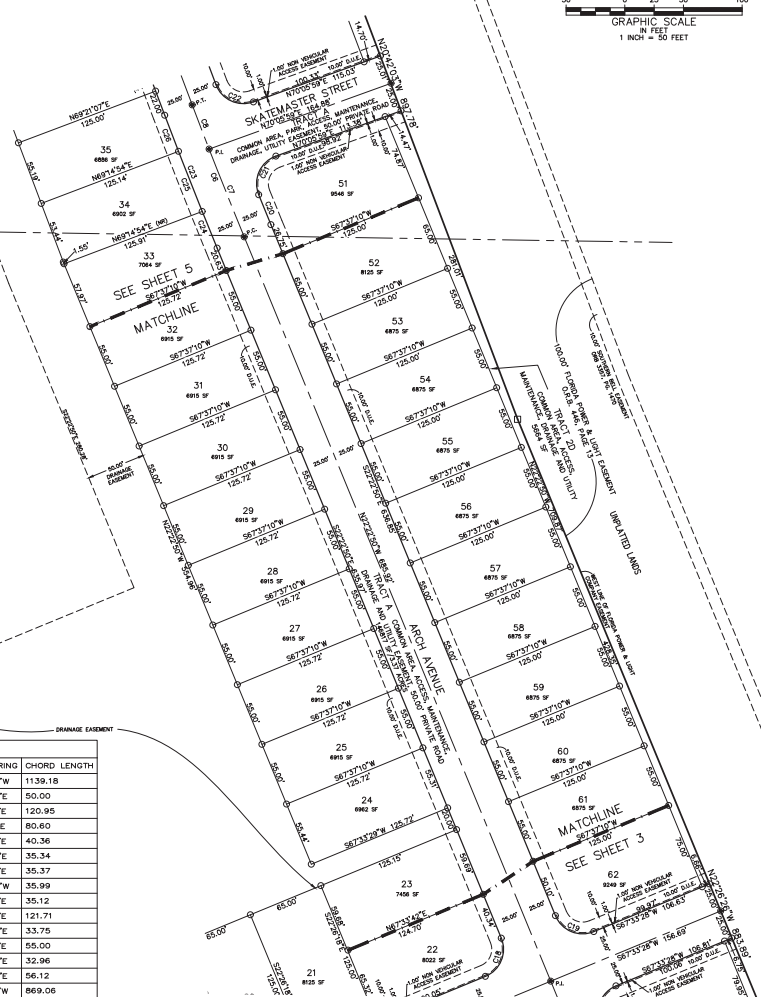
TRACT 2B
COMMON AREA, PARK,
ACCESS, MAINTENANCE,
DRAINAGE, UTILITY
EASEMENT
421045 SF/9.67 ACRES

PARK

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C2	2650.00	24°49'26"	1148.14	S05°59'36"W	1139.18
C3	2700.00	1°03'40"	50.00	S06°57'33"E	50.00
C6	4000.00	1°43'57"	120.96	S21°30'52"E	120.95
C7	4000.00	1°09'16"	80.60	S21°46'12"E	80.60
C8	4000.00	0°34'41"	40.36	S20°56'13"E	40.36
C18	25.00	89°46'19"	39.24	N22°35'19"E	35.34
C19	25.00	90°03'42"	39.30	S67°24'41"E	35.37
C21	25.00	92°04'57"	40.18	S24°03'30"W	35.99
C22	25.00	89°15'09"	38.94	S65°16'27"E	35.12
C23	4025.00	1°43'57"	121.71	S21°30'52"E	121.71
C24	4025.00	0°28'49"	33.75	S22°08'26"E	33.75
C25	4025.00	0°46'59"	55.01	S21°30'32"E	55.00
C26	4025.00	0°28'09"	32.96	S20°52'58"E	32.96
C36	2650.00	1°12'48"	56.12	S05°48'42"E	56.12
C37	2650.00	18°52'31"	873.01	S04°13'57"W	869.08

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ARCHER'S MILL PHASE 2

A REPLAT OF A PORTION OF TRACT M, PLANTATION OAKS OF ORMOND BEACH - UNIT 1, MAP BOOK 59, PAGES 138 THROUGH 154 AND A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 5 OF 5



GRAPHIC SCALE
1 INCH = 50 FEET

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	2700.00	2°42'40"	127.75	S19°45'39"W	127.74
C2	2650.00	2°44'26"	1148.14	S05°59'36"W	1139.18
C6	4000.00	1°43'57"	120.96	S21°30'52"E	120.95
C7	4000.00	1°09'16"	80.60	S21°46'12"E	80.60
C8	4000.00	0°54'41"	40.36	S20°56'13"E	40.36
C20	3975.00	0°23'52"	27.60	S22°10'54"E	27.60
C21	25.00	92°04'57"	40.18	S24°03'30"W	35.99
C22	25.00	89°15'09"	38.94	S85°16'27"E	35.12
C23	4025.00	1°43'57"	121.71	S21°30'52"E	121.71
C24	4025.00	0°28'49"	33.75	S22°08'36"E	33.75
C25	4025.00	0°48'59"	55.01	S21°30'32"E	55.00
C26	4025.00	0°28'09"	32.96	S20°52'58"E	32.96
C27	25.00	74°35'03"	32.54	N57°56'24"W	30.29
C28	54.00	254°35'03"	239.94	S32°03'36"W	85.92
C29	54.00	35°06'17"	33.09	S77°40'47"E	32.57
C30	54.00	50°16'52"	47.39	S34°59'13"E	45.88
C31	54.00	128°30'10"	121.11	S54°24'18"W	97.28
C32	54.00	40°41'44"	38.35	N40°59'45"W	37.55
C33	2700.00	1°30'41"	71.23	S20°21'38"W	71.23
C34	2700.00	0°25'28"	20.00	S19°23'34"W	20.00
C35	64.00	31°55'54"	35.67	S13°57'30"W	35.21
C37	2650.00	18°52'31"	873.01	S04°13'57"W	869.08
C38	2650.00	4°44'06"	218.01	S16°02'16"W	218.94

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L.B. #966

ATTACHMENT 4

Subdivision construction plans

ARCHER'S MILL

PRELIMINARY PLAT & CONSTRUCTION PLANS

PHASE 2

ORMOND BEACH, FLORIDA

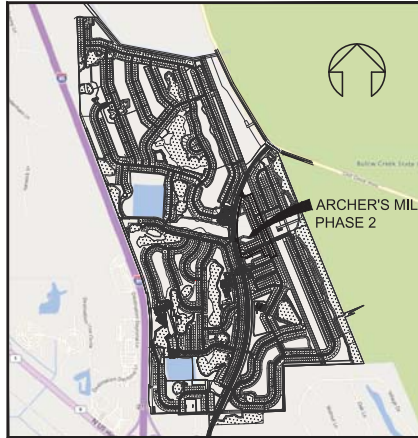
GENERAL NOTES

- 1.) ALL WATER MAINS TO BE P.V.C. DR-18, C-900.
- 2.) ALL SANITARY SEWER MAINS SHOWN ARE PVC SDR 26 @ 0.40% FOR 8", 0.30% FOR 12" UNLESS OTHERWISE NOTED. SANITARY SERVICES ARE 4" SDR 26 @ MINIMUM 2.0% RESIDENTIAL CONNECTION. SANITARY FORCE MAIN TO BE PVC DR-18, C-900.
- 3.) CABLE T.V., TELEPHONE AND ELECTRIC SERVICES TO BE UNDERGROUND.
- 4.) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION AND TO REPORT ANY DISCREPANCIES TO DESIGN ENGINEER.
- 5.) WATER AND SEWER IMPROVEMENTS TO MEET CITY OF ORMOND BEACH STANDARDS.
- 6.) DOWNLIGHTS (STREET LIGHTS) TO BE FP&L STANDARD LED LIGHTS.
- 7.) ELEVATIONS REFER TO MEAN SEA LEVEL 1988 DATUM.
- 8.) MINIMUM FINISH FLOOR GRADE PER CITY OF ORMOND BEACH REQUIREMENTS.
- 9.) SHOP DRAWINGS FOR POTABLE WATER AND SEWER TO BE SUBMITTED TO AND APPROVED BY CITY OF ORMOND BEACH AND DESIGN ENGINEER PRIOR TO CONSTRUCTION.
- 10.) POTABLE WATER SERVICE TO BE SUPPLIED BY CITY OF ORMOND BEACH.
- 11.) SANITARY SEWER SERVICE TO BE PROVIDED BY CITY OF ORMOND BEACH.
- 12.) ALL DISTURBED AREAS TO BE SOGGED.
- 13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC DR-18 FOR 20 FEET CENTERED ON THE POTABLE WATER MAIN.
- 14.) OFFSITE UTILITIES WILL BE CONSTRUCTED UNDER THE APPROPRIATE PHASE AND MUST BE COMPLETE PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
- 15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS NEED TO BE RECORDED AND REFERENCED BY PLAT OR C.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
- 16.) DIGITE SEWER AND POTABLE WATER INFRASTRUCTURE TO BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH. OFFSITE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CITY OF ORMOND BEACH (UNLESS OTHERWISE NOTED).
- 17.) ALL STOP SIGNS, SPEED LIMIT AND STREET SIGNS REQUIRED TO BE PROVIDED BY DEVELOPER TO CITY OF ORMOND BEACH SPECIFICATIONS. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES USING 3M BRAND "SOTCHILITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.060 GAUGE 5052-1338 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3" 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 30" x 48". ALL WARNING SIGNS SHALL BE 30" x 30". ALL STREET NAME SIGNS SHALL BE 9" IN HEIGHT WITH 5" HIGH UPPER & LOWER CASE WHITE LETTERS ON A GREEN BACKGROUND WITH A MIN. 30" LENGTH. PROVIDE 24" WIDE WHITE THERMOPLASTIC STOP BARS ADJACENT TO ALL LOCAL STREET 30" STOP SIGNS, WHERE 12" WIDE WHITE CROSSWALK STRIPING IS PROVIDED, THE STOP BAR AND 30" STOP SIGN MUST BE 4' IN ADVANCE OF THE CROSSWALK IN ACCORDANCE WITH FOOT STANDARD INDEX #17346. IN ALL LOCATIONS, THE 30" STOP SIGN AND 24" WIDE WHITE STOP BARS SHOULD BE LOCATED 10' IN ADVANCE OF THE EDGE OF THE TRAVELED WAY AT THE STREET INTERSECTION.
- 18.) ALL MAINTENANCE OF ALL PRIVATE STREETS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF ARCHER'S MILL HOMEOWNERS ASSOCIATION INC.
- 19.) ALL CONSTRUCTION TRAFFIC IS REQUIRED TO USE U.S. HIGHWAY #1 ONLY. NO CONSTRUCTION TRAFFIC IS PERMITTED TO USE OLD DUE HIGHWAY FOR INGRESS OR EGRESS.
- 20.) EXCEPT WITHIN THE EXISTING PPL EASEMENT, ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND, INCLUDING THE SERVICE DROPS TO INDIVIDUAL BUILDINGS OUTSIDE OF ALL REQUIRED LANDSCAPE BUFFERS, WETLANDS AND WETLAND BUFFER AREAS.
- 21.) ELEVATIONS REFER TO N.A.S.D. OF 1988, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 171.9 FEET N.A.S.D. 28.
- 22.) DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN THE LIKE KIND BY THE CONTRACTOR.
- 23.) REUSE LINE, BOTH EXISTING AND PROPOSED, WILL BE OWNED AND OPERATED BY THE OWNER, HOA, OR DEVELOPER.
- 24.) ALL POTABLE WATER SERVICE LINES SHALL BE INSTALLED WITH BACKFLOW PREVENTION DEVICES.



FLOOD MAP

FLOODPLAIN PANEL 12127C0201J EFFECTIVE DATE SEPTEMBER 29, 2017



LOCATION MAP

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
P1-P5	BOUNDARY
8-1	PRELIMINARY / FINAL PLAT
8-2	TOPOGRAPHIC SURVEY
2	OVERALL PLAN / KEY MAP
3-4	DEMOLITION/EROSION CONTROL PLAN
5-6	CIVIL PLAN
7	OVERALL UTILITY PLAN
8-9	UTILITY PLAN
10-12	PLAN & PROFILE
13-18	PAVING AND DRAINAGE DETAILS
18-20	WATER DISTRIBUTION SYSTEM DETAILS
21-22	SANITARY COLLECTION SYSTEM DETAILS
23-24	REUSE WATER SYSTEM DETAILS
25-26	LANDSCAPE DETAILS
27	IRRIGATION DETAILS



Map Unit Symbol	Map Unit Name	Acres in A01	Percent of A01
17	Dryland sand, 0 to 5 percent slopes	10.7	42.1%
18	Muskeget-Muskeget, wet, fine grained, 0 to 5 percent slopes	0.4	1.5%
42	Florida fine sand, 0 to 8 percent slopes	14.3	56.1%
Totals for Areas of Interest		25.4	100.0%

SOILS MAP

PROJECT NAME

ARCHER'S MILL
PHASE 2
ORMOND BEACH, FLORIDA

PROJECT DESCRIPTION

SUBDIVISION OF 25.532 ACRES INTO 68 SINGLE FAMILY LOTS.

DEVELOPER/OWNER

FORESTAR (USA) REAL ESTATE GROUP INC.
CHRIS THREY, VICE-PRESIDENT
1084 GREENWOOD BLVD., SUITE 200
LAKE MARY, FL 32746
407-750-7723
christyree@forestar.com

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

PARKER MYNCHENBERG & ASSOC., INC.
PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #00003910
EMAIL: info@parkermynchenberg.com

SURVEYOR

JOHNSTON'S SURVEYING INC.
RICHARD D. BROWN, P.S.M. 5700
900 GROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
(407) 847-2179 fax (407)847-6140
rick@surveying.com

LAND USE TABULATION

TOTAL PHASE 2 SITE AREA = 25.532 ACRES	
TOTAL L.F. OF PRIVATE ROADS PH. 2 = 2,752.19 L.F.	
DENSITY = 68 LOTS/25.532 = 2.66 DU/AC	
LOTS 1-68.....	12.043 ACRES
TRACT A COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY, 50' PRIVATE ROAD.....	3.370 ACRES
TRACT 2B COMMON AREA, PARK, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.....	9.666 ACRES
TRACT 2C COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.....	0.198 ACRES
TRACT 2D COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.....	0.130 ACRES
TRACT 2E COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.....	0.068 ACRES
TRACT 2F COMMON AREA, ACCESS, MAINTENANCE, DRAINAGE AND UTILITY.....	0.057 ACRES
TOTAL.....	25.532 ACRES

MINIMUM LOT SIZE 50' X 100'

SETBACKS:

FRONT.....	20 FEET
REAR.....	20 FEET
SIDE.....	7.5 FEET
SIDE CORNER NO ACCESS.....	15 FEET
WATERFRONT.....	20 FEET
MAXIMUM BUILDING HEIGHT.....	35 FEET
MAXIMUM BLDG. COVERAGE.....	60%
MAXIMUM LOT IMPERVIOUS.....	75%
MINIMUM FLOOR AREA.....	1,400 S.F.
EXISTING ZONING: PUD	
ACCESSORY STRUCTURE SETBACK:	
SIDE YARD.....	7.5 FEET
SIDE YARD CORNER NO ACCESS.....	15 FEET
REAR YARD.....	20 FEET
FRONT YARD.....	20 FEET

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT
1729 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
STATE LICENSE #1553 P.E. #32645 L.A.#1553
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ARCHER'S MILL
PHASE 2
ORMOND BEACH, FLORIDA

COVER SHEET

1
SHEET NO.

File No. AMPH2-CS.dwg

Drawn By: SLB

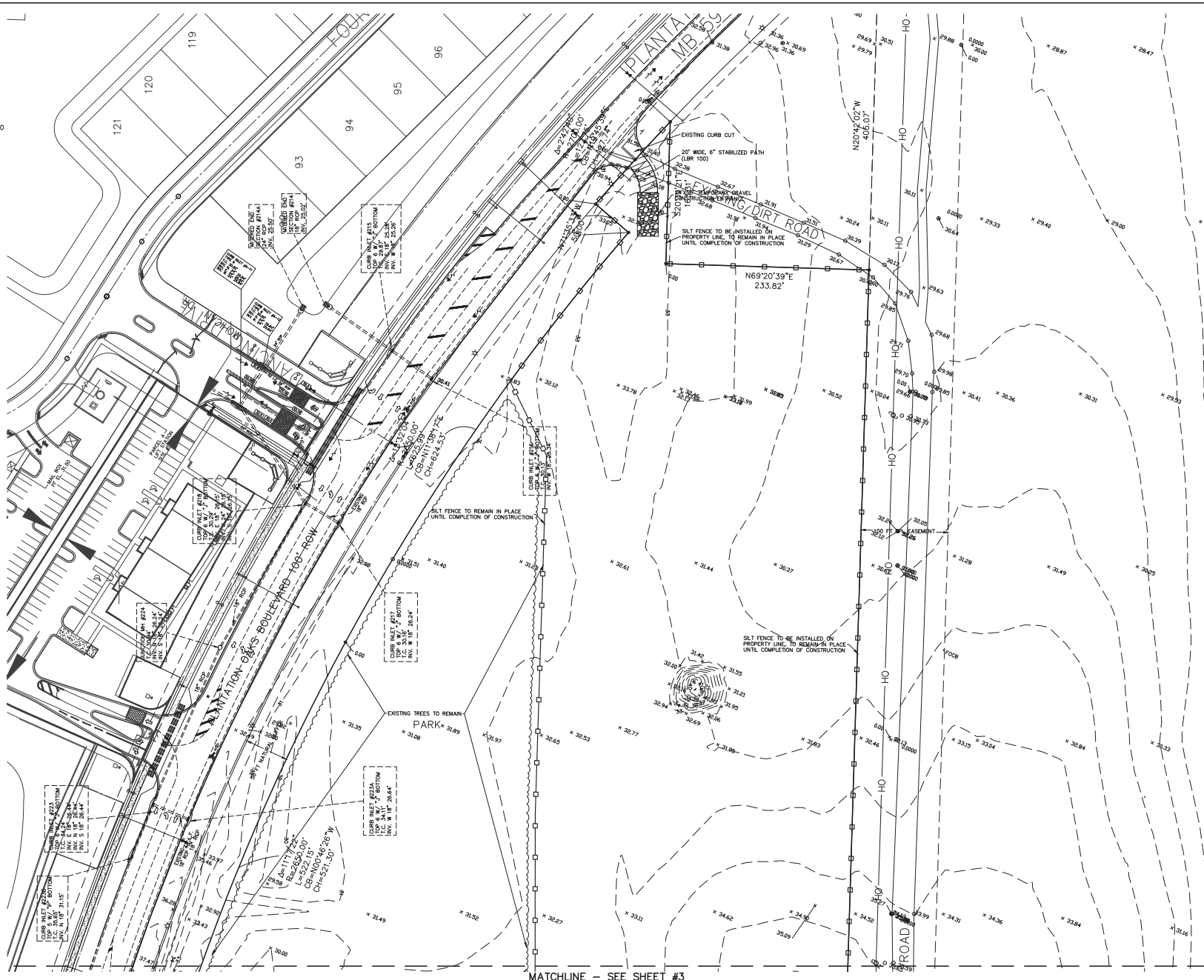
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SEAL



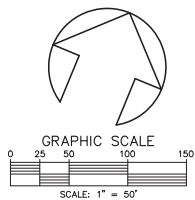
ARCHER'S MILL PHASE 2 GROUND BEACH • FLORIDA OVERALL PLAN / KEY MAP— PHASE 2		PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEER AND ARCHITECTS 1729 BROADWAY, SUITE 100, FORT LAUDERDALE, FL 33317 (954) 977-4841 FAX (954) 977-2114 E-MAIL: info@parkermynenberg.com PARKER MYNCHENBERG & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM. STATE LICENSE NO. 12048 E.C. & A. 00000011 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	
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Drawn By: SLB			
Date: 3/01/2023			
SCALE: 1" = 100'			
SEAL			

[illegible]

**PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
& ASSOCIATES, INC.**
729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@perrychrysenberg.com
PERRY CHRYSENBERG, P.E. 92045 L.A. #0001553,
STEVE BISHOP, P.E. 92045 L.A. #0001553,
KEVIN A. LEE, P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

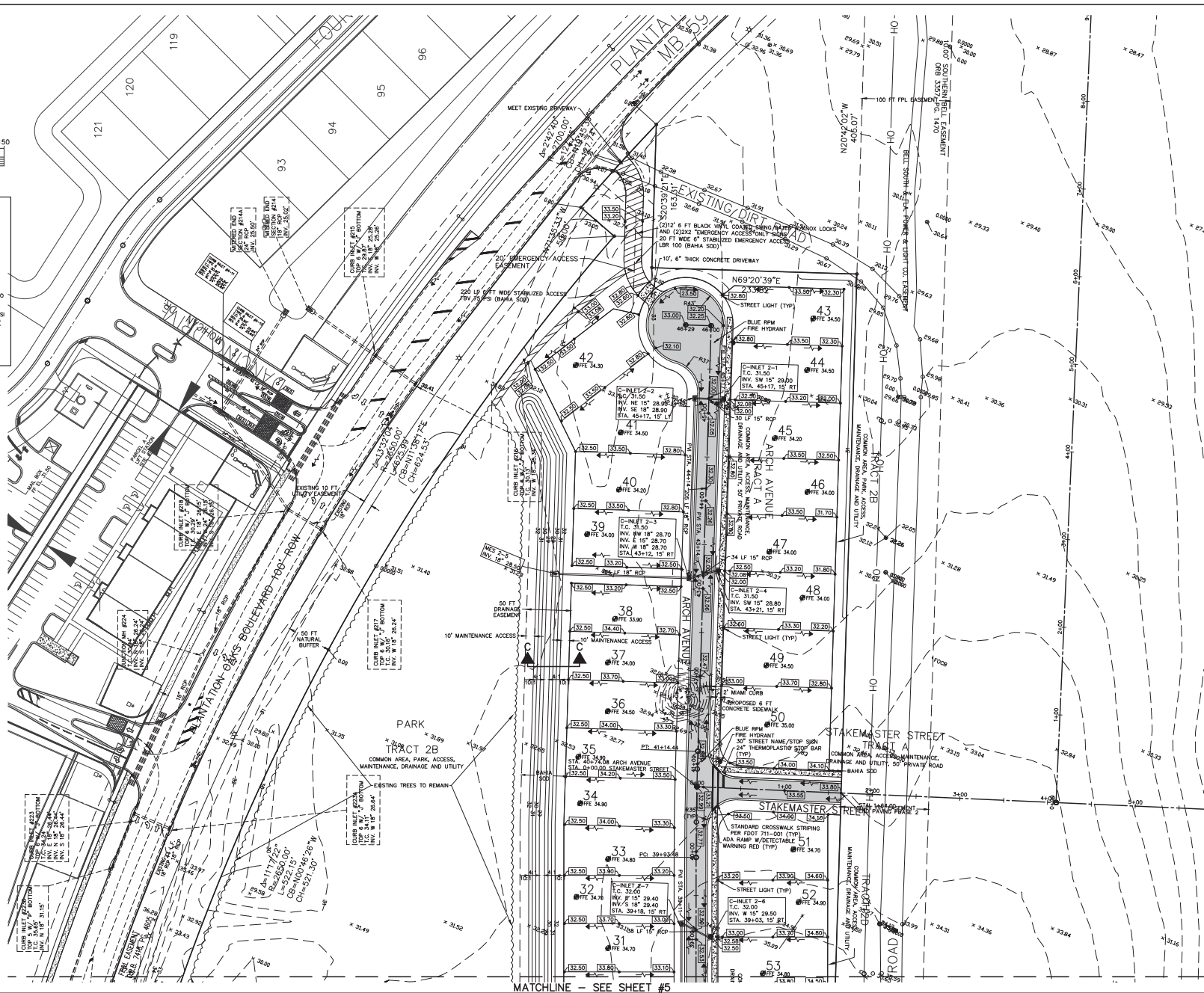
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File No. AMPH2-demo.dwg
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Date: 3/01/2023
SCALE: 1" = 50'

SEAL



LEGEND

- EXISTING GRADE
- EXISTING CONTOUR
- PROPOSED GRADE
- PROPOSED CONTOUR
- PROPOSED DRAINAGE
- FLOW PATTERN
- PROPOSED STREET LIGHT
- 1-1/2" FOOT SP 9.5 (ASPHALTIC CONCRETE)
- 6" LIMESTONE BASE (BR 100 COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T180))
- 6" STABILIZED BASE 75 PSI (BR 40) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)
- PROPOSED 6" STABILIZED ROAD FVB 75 PSI EMERGENCY ACCESS



PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEER LAND SURVEYOR ARCHITECTS
1729 BROADWAY SUITE 100 FLORENCE, SC 29506
(803) 677-4881 FAX (803) 677-2114 E-MAIL: info@parkermycnberg.com
PARKER MYNCHENBERG & ASSOCIATES, INC.
STATE OF SOUTH CAROLINA
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ARCHER'S MILL
PHASE 2
GROUND BEACH • FLORIDA

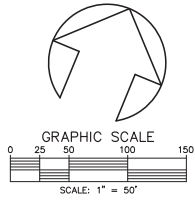
CIVIL PLAN

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SHEET NO.

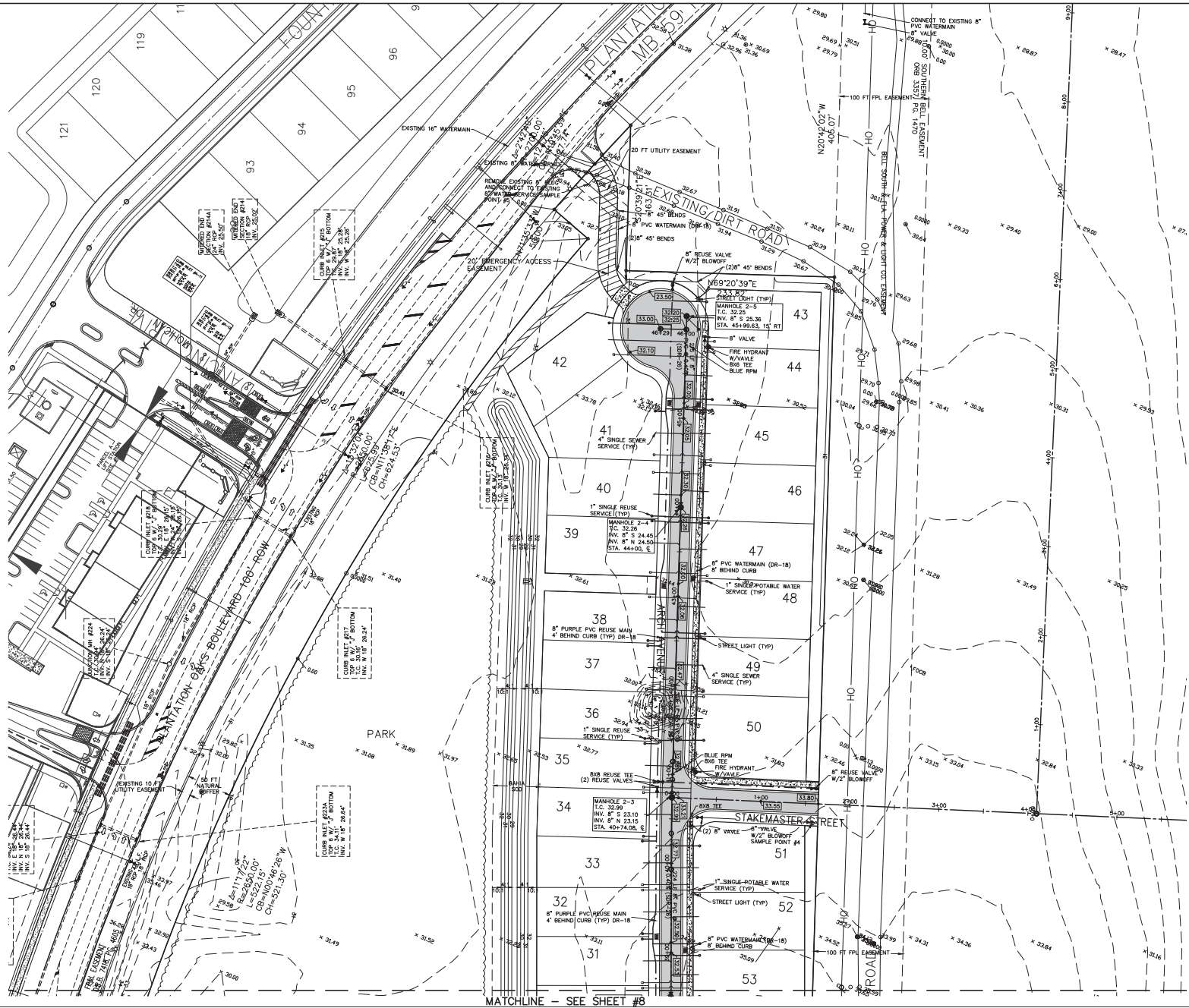
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Date: 3/01/2023
SCALE: 1" = 50'

SEAL

NO. DATE REVISIONS BY



—	EXISTING GRADE
- - -	EXISTING CONTOUR
- - -	PROPOSED GRADE
- - -	PROPOSED CONTOUR
*	PROPOSED STREET LIGHT
—	1" SINGLE POTABLE WATER SERVICE
—	1" SINGLE REUSE WATER SERVICE
—	4" SINGLE SERVICE SEWER LATERAL



MATCHLINE — SEE SHEET #8

PARKER MYNCHENBERG & ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS & ARCHITECTS
 1720 BROADWOOD AVENUE, SUITE 3017
 MIAMI, FLORIDA 33137
 (305) 677-8881 FAX (305) 677-2114 E-MAIL: info@pmya.com
 STATE LICENSE NO. 100000001
 CERTIFICATE OF AUTHORIZATION NUMBER 00000030

ARCHER'S MILL
 PHASE 2
 GROUND BEACH • FLORIDA
 UTILITY PLAN

9
 SHEET NO.
 File No. AMPH2-utility.dwg
 Drawn By: SLB
 Date: 3/01/2023
 SCALE: 1" = 50'

SEAL

NO.	DATE	DESCRIPTION	BY

ROADWAY COMPACT AND DENSITY TESTING REQUIREMENTS					
ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD	
SECTOR'S SURFACE PREPARED TO FINISH (ITEM 7-077)	IN-PLACE DENSITY	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)	ASTM D-2922 D-1585	
STABILIZED SUBGRADE	IN-PLACE DENSITY	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)	ASTM D-2922 D-1585	
STABILIZED SUBGRADE	LABORATORY COMPACTION TEST		FW = 75		
STABILIZED SUBGRADE	LABORATORY COMPACTION TEST	ONE (1) TEST/500 L	FW = 40		
LANDFILL BASE	IN-PLACE DENSITY	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)	ASTM D-2922 D-1585	
LANDFILL BASE	LABORATORY COMPACTION TEST	PROCEED REPAIRS FOR FAILURE	LR 400		FW 5-015
LANDFILL BASE	LABORATORY COMPACTION TEST	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)	ASTM D-2922 D-1585	
CRUSHED CONCRETE BASE	LABORATORY COMPACTION TEST	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)	ASTM D-2922 D-1585	
ASPHALT	EXTRACTION RESIDUE GRAVIMETRY	(1) PER 500 SQ YD	PER MS DESIGN		D-1001
ASPHALT	EXTRACTION RESIDUE GRAVIMETRY	(1) PER 500 SQ YD	PER MS DESIGN AND ASPHALT CEMENT QUANTITY TABLE		D-1001
ASPHALT THICKNESS MEASUREMENT	PRECISION TEST	(1) PER 500 SQ YD OR MORE			ASTM D-1001 (APPROVED) ASTM D-1001 (APPROVED) ASTM D-1001 (APPROVED) ASTM D-1001 (APPROVED)
CURB DRAINAGE	LABORATORY COMPACTION TEST	ONE (1) TEST/500 L	NO MINIMUM PROTECTIVE (ITEM 2-102 OF SPEC 5-102)		
CURB DRAINAGE (SLOPE) TEST	LABORATORY COMPACTION TEST	(1) TEST/500 L/DRAINAGE	LR 400		

PIPED UTILITY INSTALLATION REQUIREMENTS				
ITEM	TEST	FREQUENCY	STANDARD	TEST METHOD
PPE, BRICKY RELEASE OF WORKERS	IN-PLACE DENSITY	ONE (1) TEST/200 LF	SR5 MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1586
PIPED BACKFILL IN FIXED AREAS	IN-PLACE DENSITY	ONE (1) TEST/200 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	SR5 MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1586
PIPED BACKFILL IN GREEN AREAS	IN-PLACE DENSITY	ONE (1) TEST/200 LF PER ONE (1) FOOT VERTICAL LIFT OF FILL	SR5 MODIFIED PROCTOR	ASTM D-2937 D-2922 D-1586
SOL OPTIMUM MOISTURE/DENSITY	PROCTOR TEST	ONE (1) PER SOL OR BASE TYPE		ASTM D-2937 D-2922 ASTM D-558 STANDARD ASTM D-1586 (MODIFIED) ASTM D-1586 (2008)



STANDARD CONSTRUCTION DETAIL

TECHNICAL SPECIFICATIONS FOR
TESTING REQUIREMENTS

INDEX

R-6B

REV 04/20

STANDARD CONSTRUCTION DETAIL

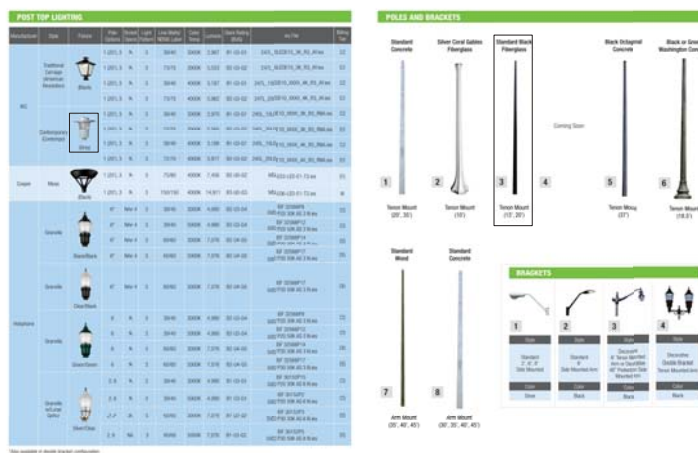
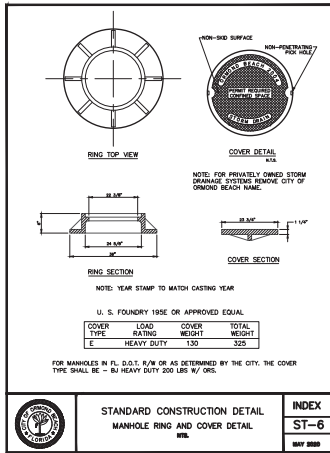
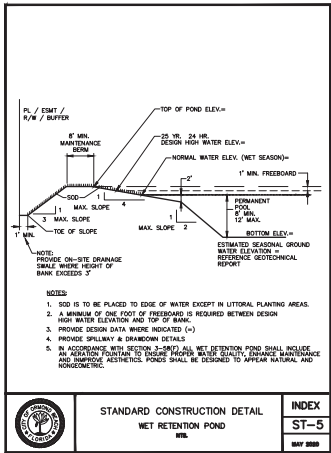
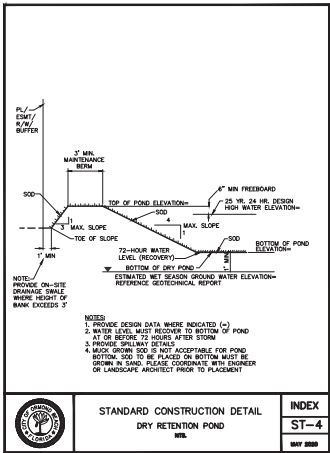
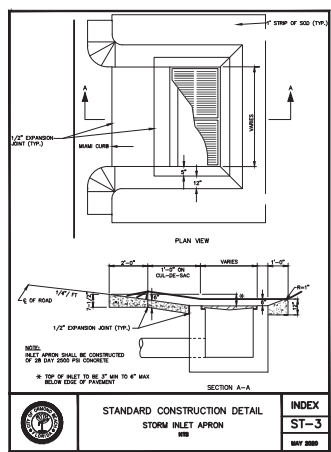
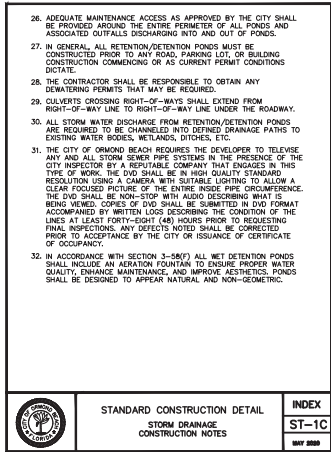
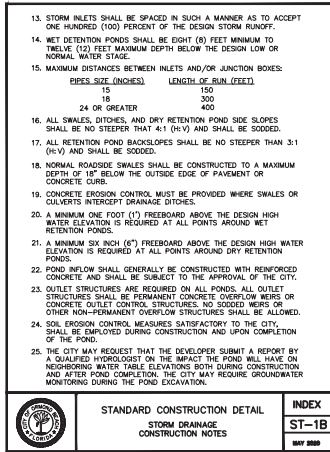
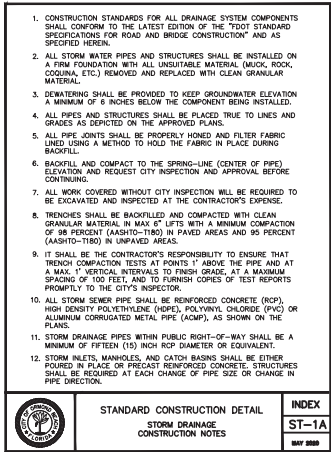
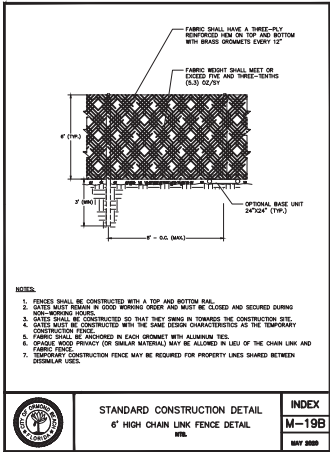
CONCRETE PAVEMENT DETAILS

INDEX

R-11A

NOTES

[illegible]



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1720 REDWOOD AVENUE • HOLLYWOOD, FLORIDA 33021
(954) 672-2114 FAX (954) 672-2114 E-MAIL: info@parkermycnberg.com
STATE LICENSE NO. 13466 AND 13467
CERTIFICATE OF REGISTRATION NUMBER 0000000

ARCHER'S MILL
PHASE 2
ORLANDO BEACH • FLORIDA

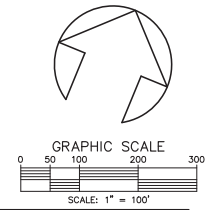
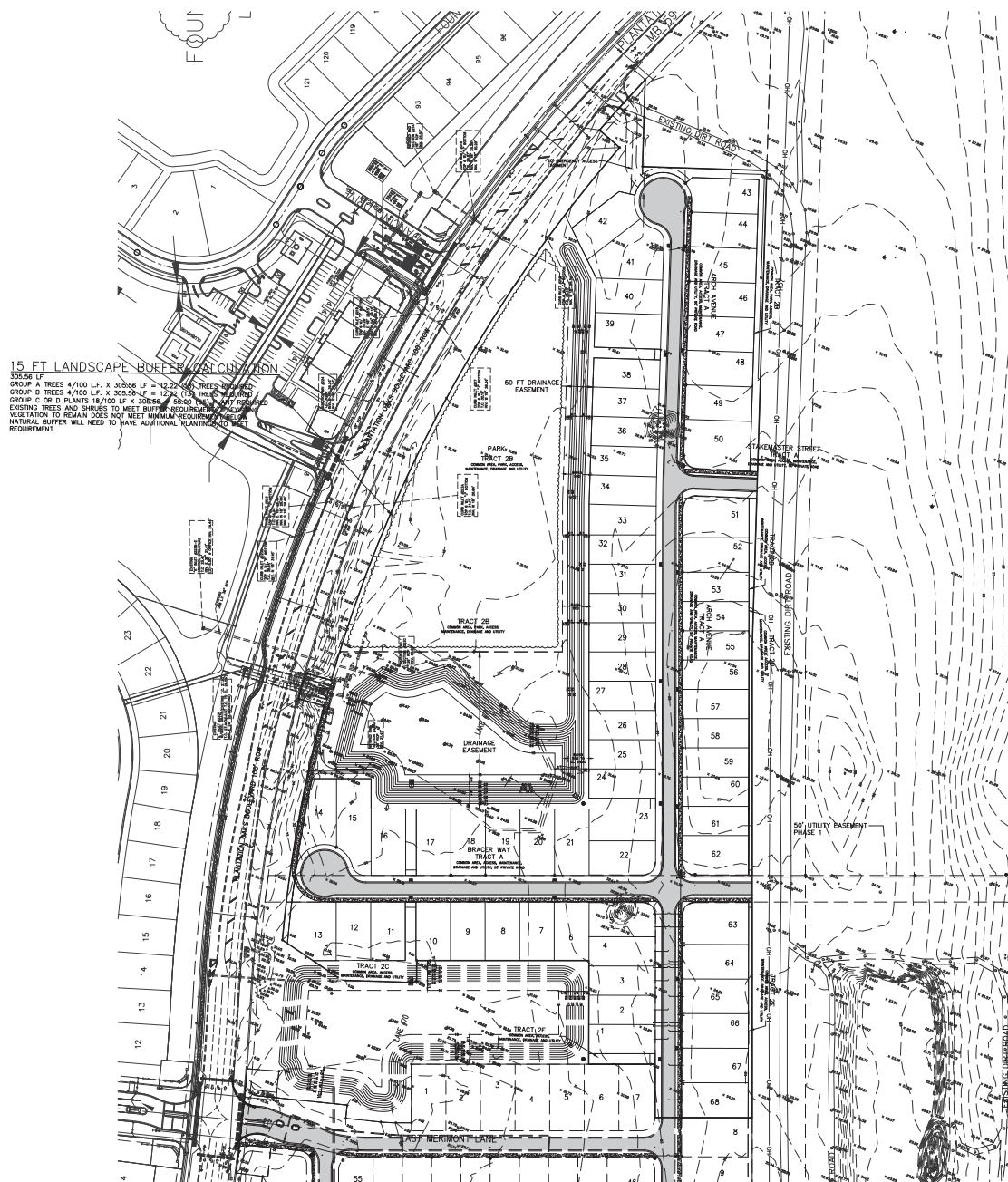
PAVING AND DRAINAGE DETAILS

16
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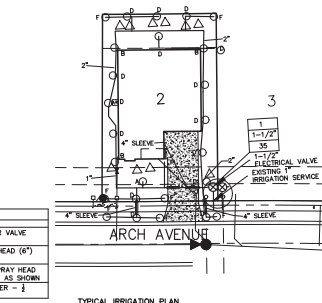
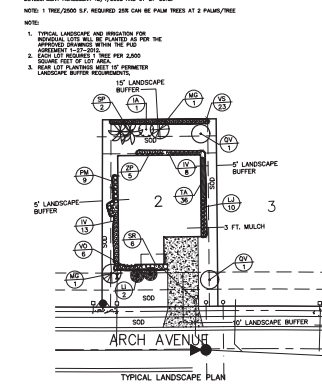
SEAL

DIMENSIONS & QUANTITIES											
CONCRETE (Cyl. Yds.)						STEEL (Lbs. Yds.)					
D	X	A	B	C	E	G	Single	Double	Triple	Quad	Double
Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type	Type
1	2	3	4	5	6	7	8	9	10	11	12
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744	745	746	747	748	749	750	751	752	753	754	755
756	757	758	759	760	761	762	763	764	765	766	767
768	769	770	771	772	773	774	775	776	777	778	779
780	781	782	783	784	785	786	787	788	789	790	791
792	793	794	795	796	797	798	799	800	801	802	803
804	805	806	807	808	809	810	811	812	813	814	815
816	817	818	819	820	821	822	823	824	825	826	827
828	829	830	831	832	833	834	835	836	837	838	839
840	841	842	843	844	845	846	847	848	849	850	851
852	853	854	855	856	857	858	859	860	861	862	863
864	865	866	867	868	869	870	871	872	873	874	875
876	877	878	879	880	881	882	883	884	885	886	887
888	889	890	891	892	893	894	895	896	897	898	899
900	901	902	903	904	905	906	907	908	909	910	911
912	913	914	915	916	917	918	919	920	921	922	923
924	925	926	927	928	929	930	931	932	933	934	935
936	937	938	939	940	941	942	943	944	945	946	947
948	949	950	951	952	953	954	955	956	957	958	959
960	961	962	963	964	965	966	967	968	969	970	971
972	973	974	975	976	977	978	979	980	981	982	983
984	985	986	987	988	989	990	991	992	993	994	995
996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007
1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019
1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031
1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043
1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055
1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067
1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079
1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091
1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103
1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115
1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127
1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139
1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151
1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163
1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175
1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187
1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199
1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211
1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223
1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235
1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247
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1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319
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1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367
1368	1369	1370	1371	1372	1373	1374	1375	1			



LOT #	AREA	TREES REQUIRED @12500/S.F.
1	6.875	2.7
2	6.875	2.7
3	6.875	2.7
4	6.875	2.7
5	6.875	2.7
6	7.206	2.850
7	7.148	2.850
8	7.148	2.850
9	7.148	2.850
10	7.148	2.850
11	7.148	2.850
12	7.149	2.850
13	7.149	2.850
14	7.660	3.000
15	10.511	4.204
16	8.125	3.2
17	8.125	3.2
18	8.125	3.2
19	8.125	3.2
20	8.125	3.2
21	8.125	3.2
22	8.022	3.208
23	7.456	2.982
24	6.962	2.784
25	6.962	2.784
26	6.915	2.7
27	6.915	2.7
28	6.915	2.7
29	6.915	2.7
30	6.915	2.7
31	6.915	2.7
32	6.915	2.7
33	6.915	2.7
34	6.902	2.760
35	6.886	2.754
36	6.886	2.754
37	6.886	2.754
38	6.875	1.5
39	8.125	3.2
40	8.125	3.2
41	11.339	4.539
42	9.236	3.694
43	8.343	3.339
44	8.125	3.2
45	8.125	3.2
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49	8.125	3.2
50	11.511	4.604
51	9.546	3.818
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55	6.875	2.7
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193	8.125	3.2
194	8.125	3.2
195	8.125	3.2
196	8.125	3.2
197	8.125	3.2
198	8.125	3.2
199	8.125	3.2
200	8.125	3.2
TOTAL TREES		208.985

PLANT LIST					
SYMBOL	ABBR.	QTY.	STANDARD NAME	COMMON NAME	SIZE
	TA	26	STANDARD NAME	ACACIA GYMNOCARPA	5' 6" (1.5m) x 3" (7.5cm) DBH
	2H	5	2HAKA PUNIA	COBBLE	5' 6" (1.5m) x 3" (7.5cm) DBH
	VC	6	VC	SWEET WOODMAN	5' 6" (1.5m) x 3" (7.5cm) DBH
	VS	23	VERBENUM SPERMATOPHYTES	SACCHARUM VERBENUM	5' 6" (1.5m) x 3" (7.5cm) DBH
	PM	9	PM	YEW COPPERFUS	5' 6" (1.5m) x 3" (7.5cm) DBH
	LI	10	LIQUIDUM ANTONIUM	LIQUIDUM	5' 6" (1.5m) x 3" (7.5cm) DBH
	SR	6	STRELLERUS BIRCH	BIRCH OF DRYNESS	5' 6" (1.5m) x 3" (7.5cm) DBH
	VC	21	LEX VERONICA	VERONICA HALLY	5' 6" (1.5m) x 3" (7.5cm) DBH
	LI	2	LIQUIDUM BIRCH	CANE WATTLE	5' 6" (1.5m) x 3" (7.5cm) DBH
	HA	1	LEX K. ATTENUATA	DEEP PALMARE WATTLE	5' 6" (1.5m) x 3" (7.5cm) DBH
	QV	2	QUERCUS VIRGINIANA	LIVE OAK	5' 6" (1.5m) x 3" (7.5cm) DBH
	SP	2	SABAL PALMETTO	COBANE PALM	10'-15' (3.0m - 4.5m) DBH
	MO	2	MORICOLA GRANDIFLORA	SOUTHERN MAGNOLIA	10'-15' (3.0m - 4.5m) DBH
	SD		STANDARD NAME	SOUTHERN MAGNOLIA	10'-15' (3.0m - 4.5m) DBH



ARCHER'S MILL
PHASE 2

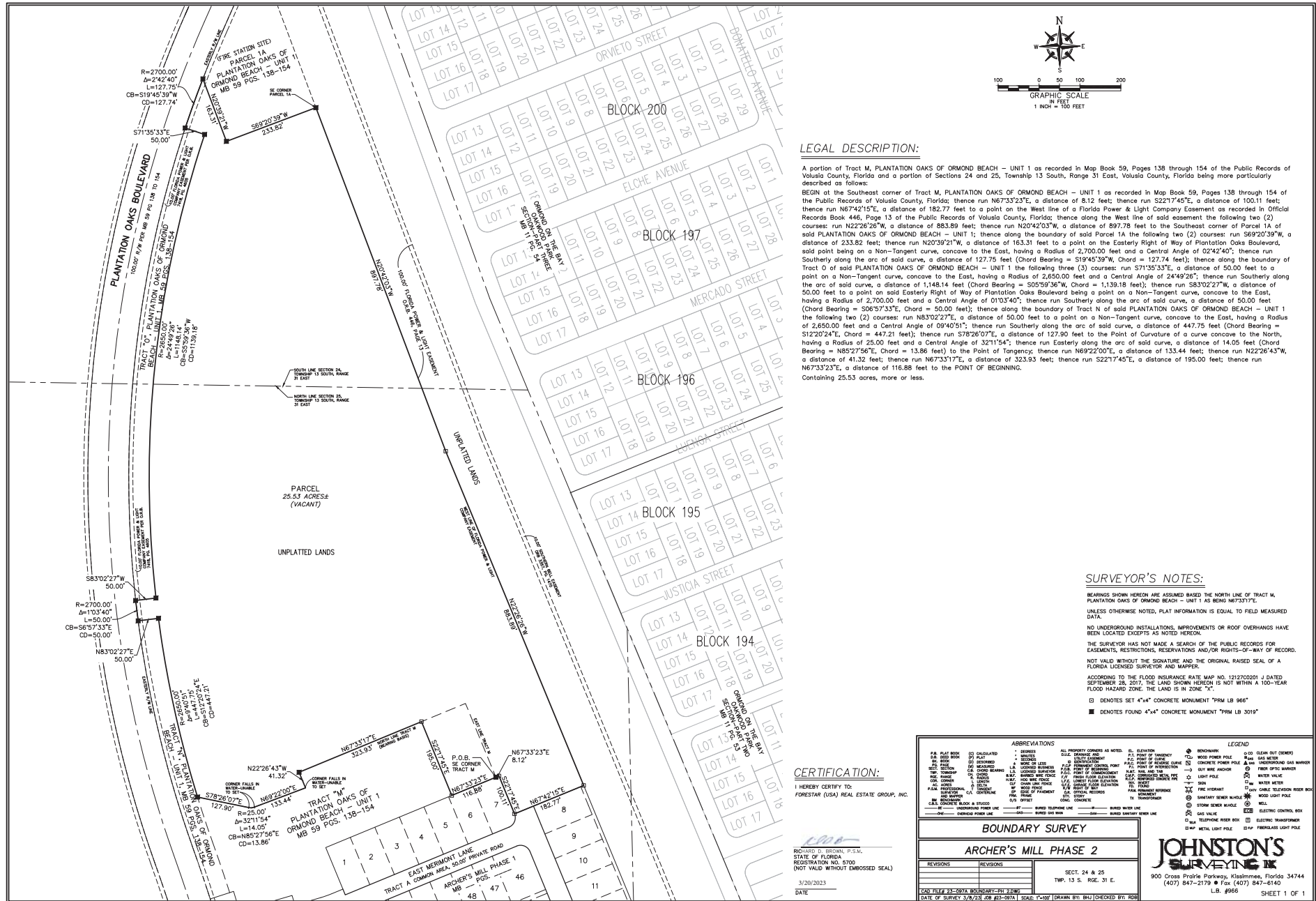
GRAND BEACH • FLORIDA

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS

1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32601
 (904) 887-2114 FAX (904) 887-2114 E-MAIL: info@parkermynchberg.com
 WWW.PARKERMYNCHBERG.COM
 STATE LICENSE NO. EC-00000101 LA-00000101
 CERTIFICATE OF AUTHORIZATION NUMBER 00000910

	26 SHEET NO.
File No.AMPH2-demo.dwg	
Drawn By: SLB	
Date: 3/01/2023	
SCALE: 1" = 100'	



ATTACHMENT 5

Ordinance 2022-16, Plantation Oaks PRD Amendment

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS”; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the “Applicant”) has submitted an application for the first amendment to the “Plantation Oaks” Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit “A” in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code*, following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as “Plantation Oaks” situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the “Property”).

SECTION TWO. The Applicant’s request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant’s request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th
day of June, 2022.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
 Application No. 2021-101
 Project Name: Plantation Oaks first amendment
 Property Location: Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

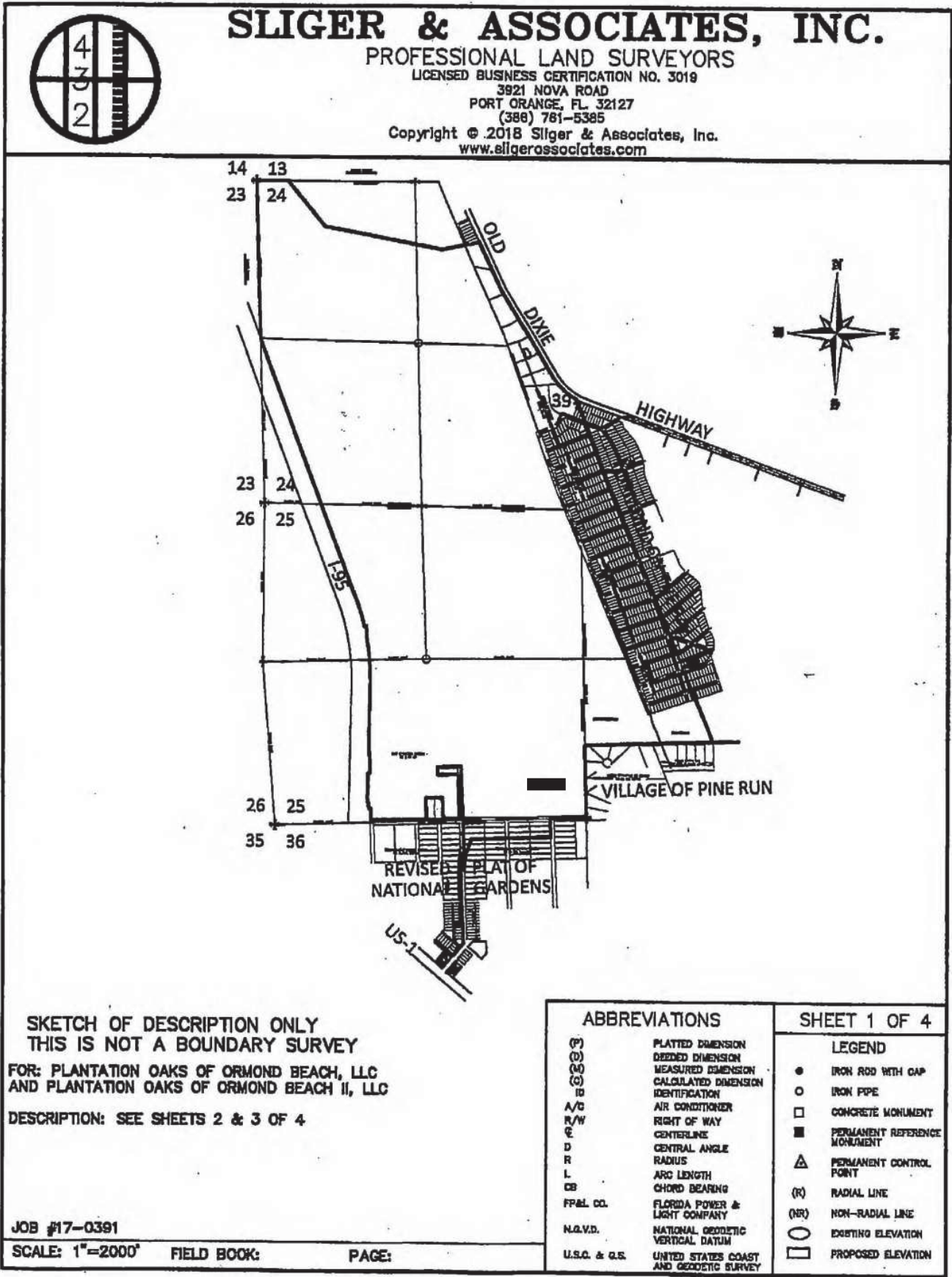


EXHIBIT "A"

Page 2 of 15



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 781-5385

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.84 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 782.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.28 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°05'06"E ALONG THE WEST LINE IF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N [REDACTED] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 811.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 80.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [REDACTED], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 119.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.58 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°48'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

EXHIBIT "A"**Page 4 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 4 OF 4**VALID WITH SIGNATURE & EMBOSSED SEAL ONLY**

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"

Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

Page 6 of 15

EXHIBIT "A"

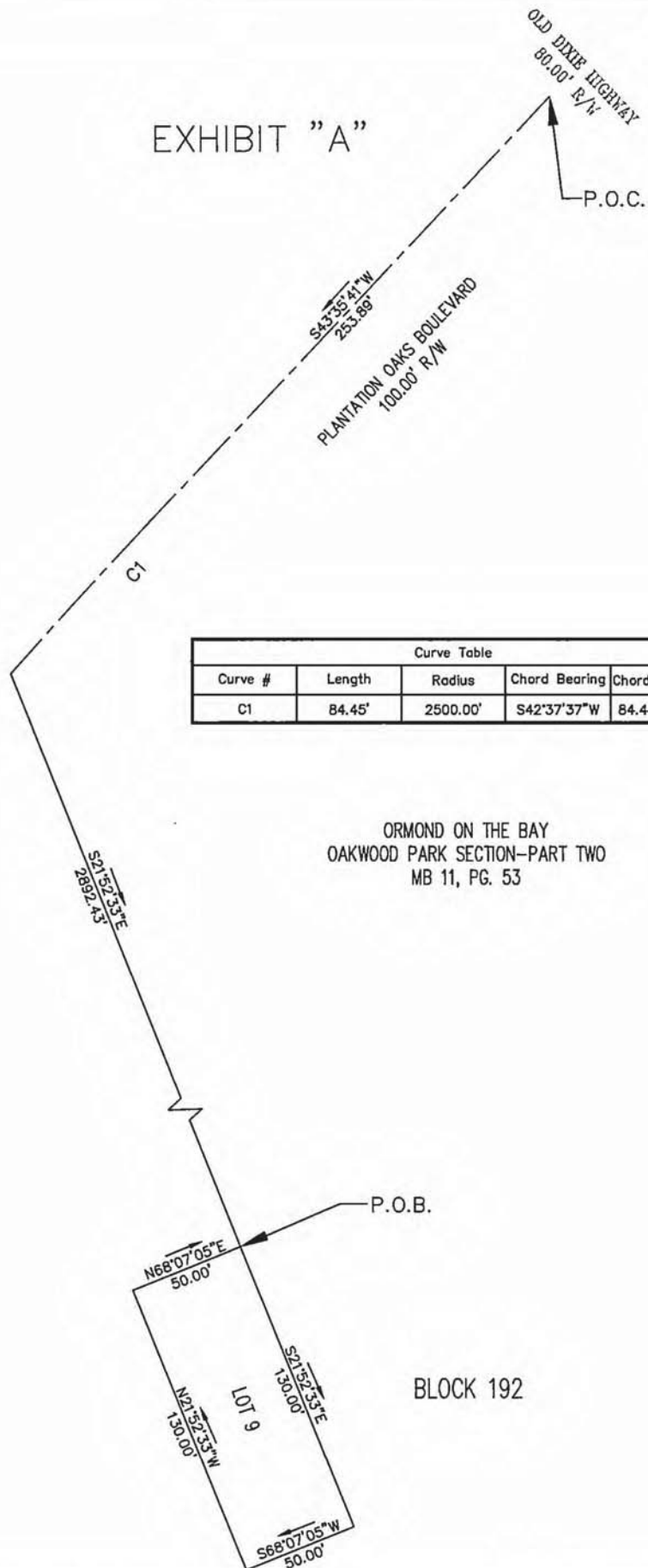


EXHIBIT "A"
Page 7 of 15

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

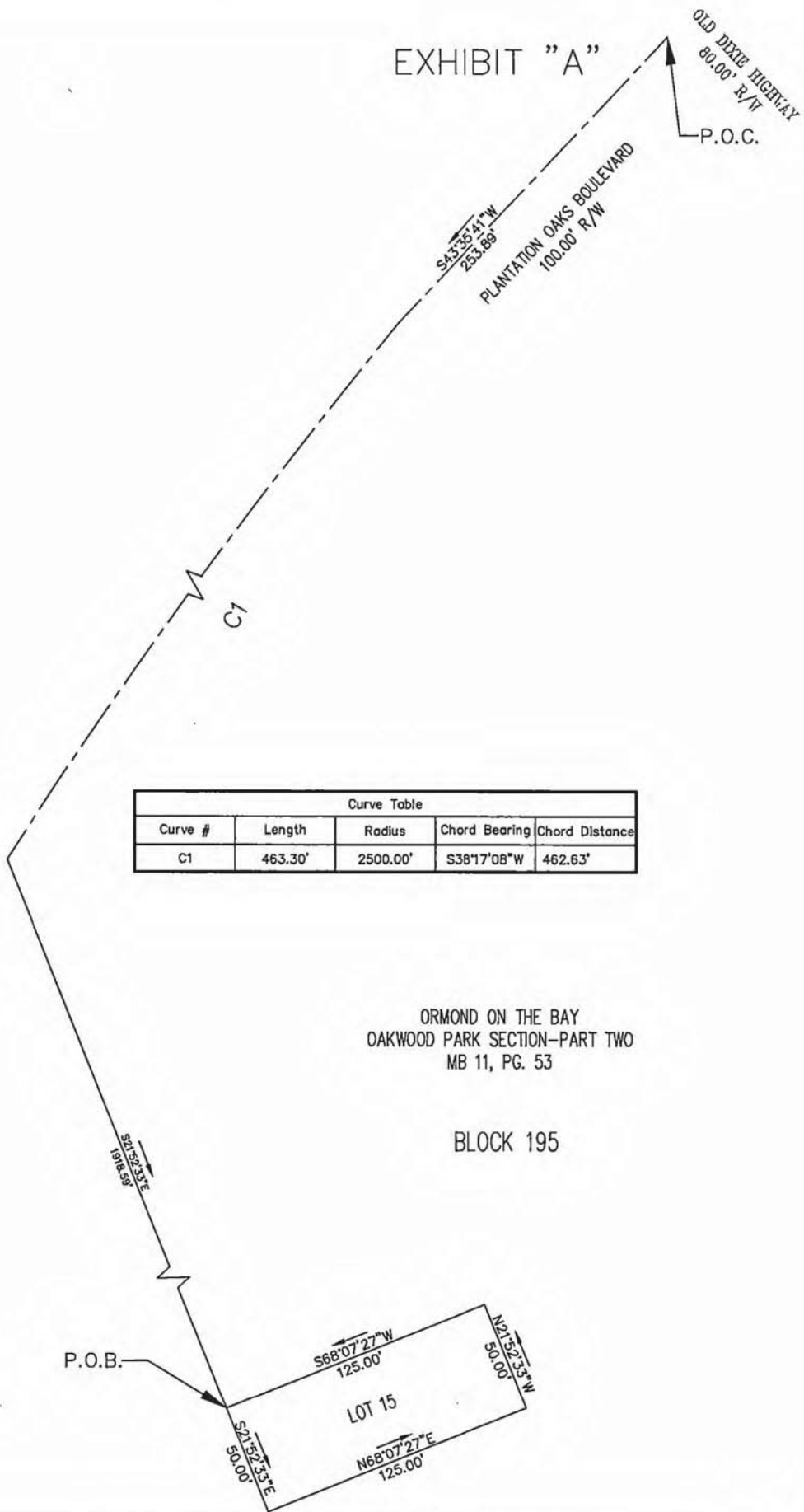
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

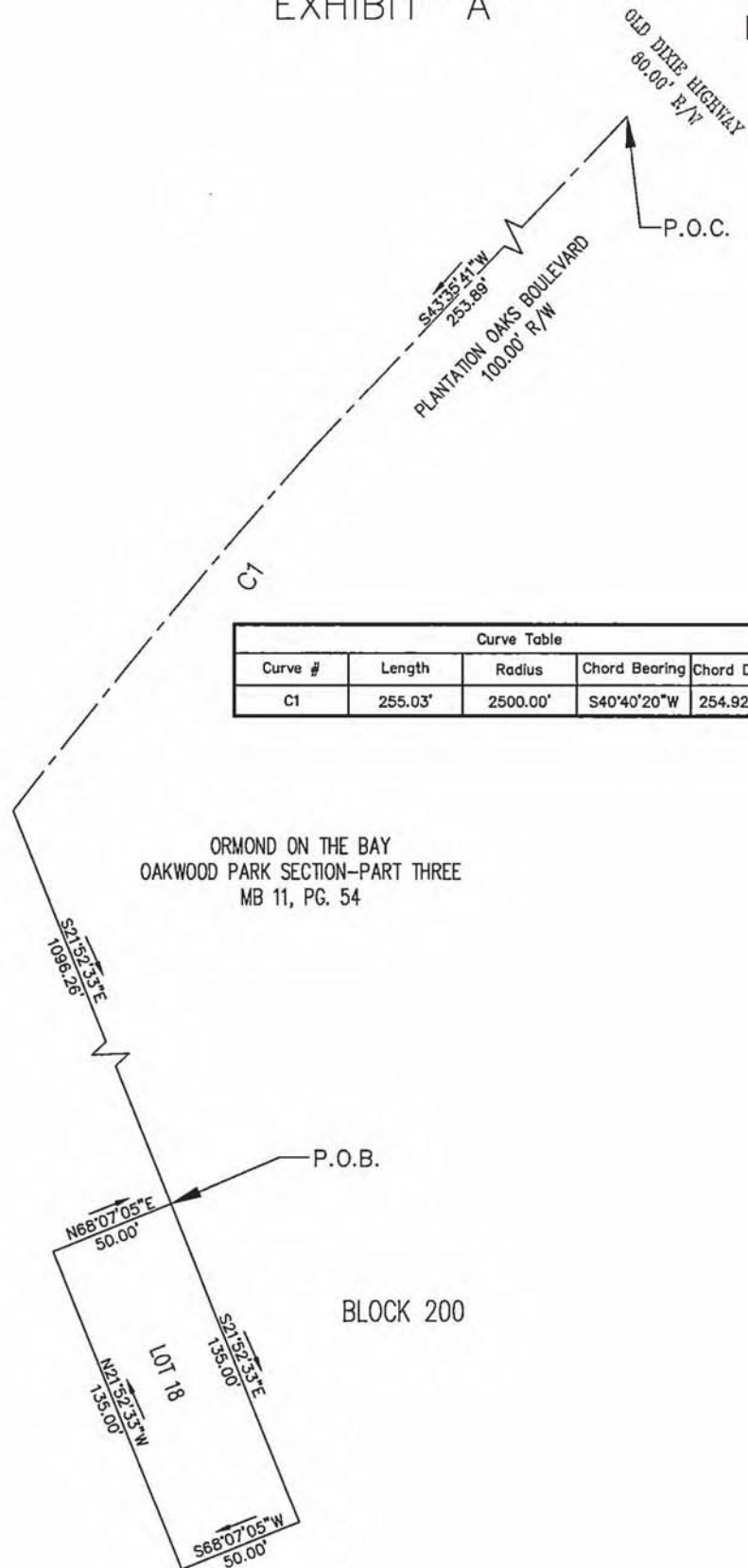
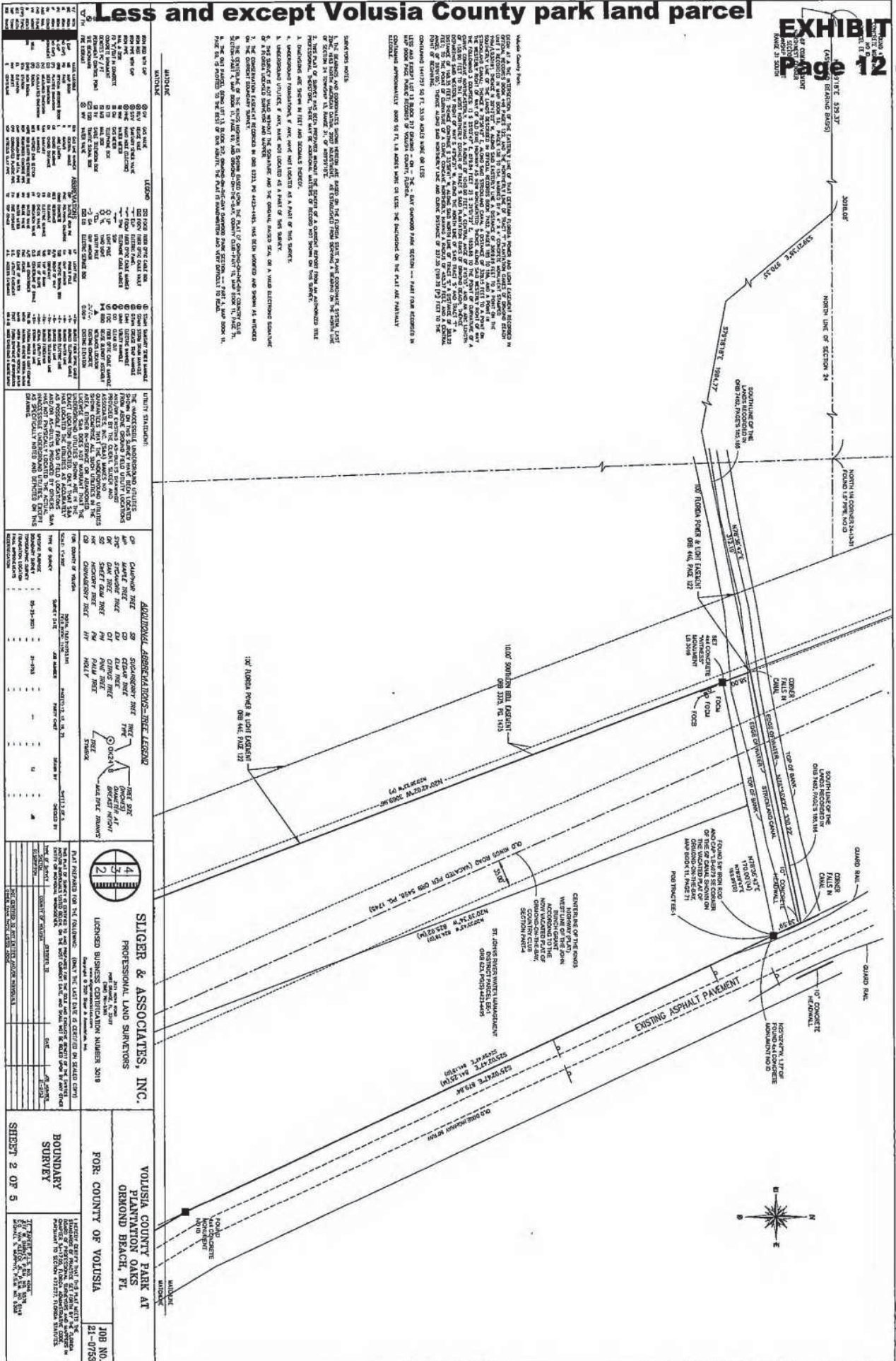
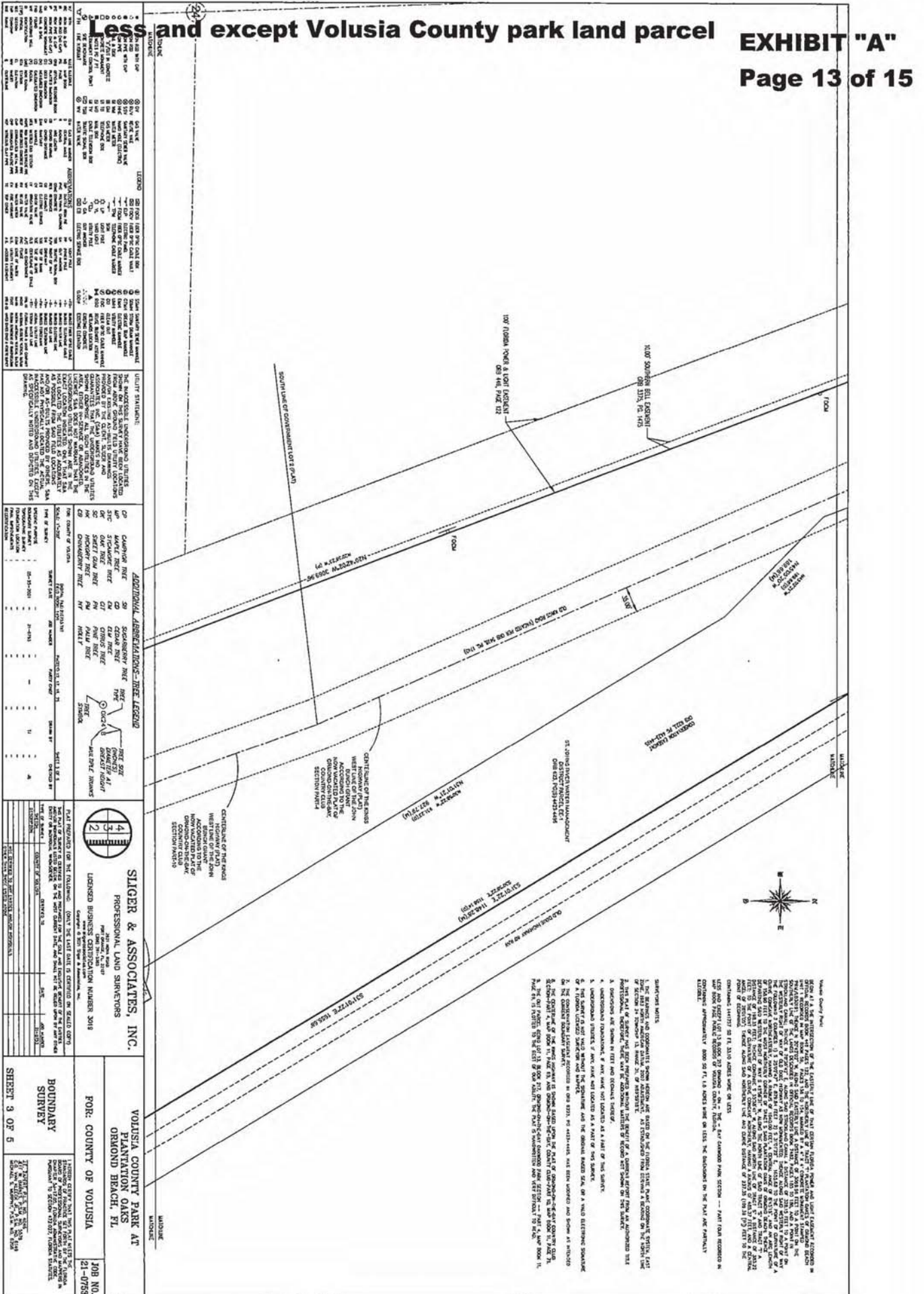
EXHIBIT "A"
Page 10 of 15

EXHIBIT "A"
Page 12 of 15





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ADDITIONAL ABERRATIONS TEST RESULTS		DNA MULTIPLETITY		ADDITIONAL COMMENTS	
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CADHERIN	NEG	SS	SILICOMEDIN	NEG	
CD4	NEG	SS	CD44	NEG	
CD5	NEG	SS	CD45	NEG	
CD6	NEG	SS	CD46	NEG	
CD7	NEG	SS	CD47	NEG	
CD8	NEG	SS	CD48	NEG	
CD9	NEG	SS	CD49	NEG	
CD10	NEG	SS	CD50	NEG	
CD11	NEG	SS	CD51	NEG	
CD12	NEG	SS	CD52	NEG	
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CD79	NEG	SS	CD119	NEG	
CD80	NEG	SS	CD120		

[illegible]

	PLAT PROVIDED FOR THE
	THIS PLAT OF LAND IS EX- HIBITED HEREIN UNTO THE ENTRY OF RECORD. WITNESS MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 19____
	DEED OF RECORD BOOK _____ PAGE _____
	NOTED AND INDEXED THIS _____ DAY OF _____ 19____

SILGIER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

1000 WEST 10TH STREET
SUITE 200
DENVER, COLORADO 80202
TEL: 303.733.1111 FAX: 303.733.1112

UNLICENSED BUSINESS REPRESENTATIVE
NAME: ROBERTA SILGIER
PHONE: 303.733.1111

THE LAST PAGE IS REFERRED TO SLATES OPEN
ON THE OTHER SLATE, AND DOES NOT NEED TO BE RE-OPENED
ON THE OTHER SLATE.

DATE: 05/01/2013
BY: JLS

ALL RIGHTS RESERVED

FOR:	BOUNDARY SURVEY
	SHEET 5 OF 10

FLORIDA PLANTATION OAKS ORMOND BEACH, FL	JOB NO. 21-0753
COUNTY OF VOLUSIA	1. I HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT STATEMENT OF THE FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH:
2. I, THE UNDERSIGNED, HAVE BEEN DULY SWORN AND HAVE DEPOSED THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.	3. I HAVE SIGNED AND SUBSCRIBED TO THE FOREGOING STATEMENT OF FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH.
4. I HAVE SIGNED AND SUBSCRIBED TO THE FOREGOING STATEMENT OF FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH.	5. I HAVE SIGNED AND SUBSCRIBED TO THE FOREGOING STATEMENT OF FACTS AND CIRCUMSTANCES OF THE MATTER HEREIN SET FORTH.

and except

Volusia Cour

ty park land

Yours Truly Here

parcel

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HIBIT "A"
Page 15 of 15

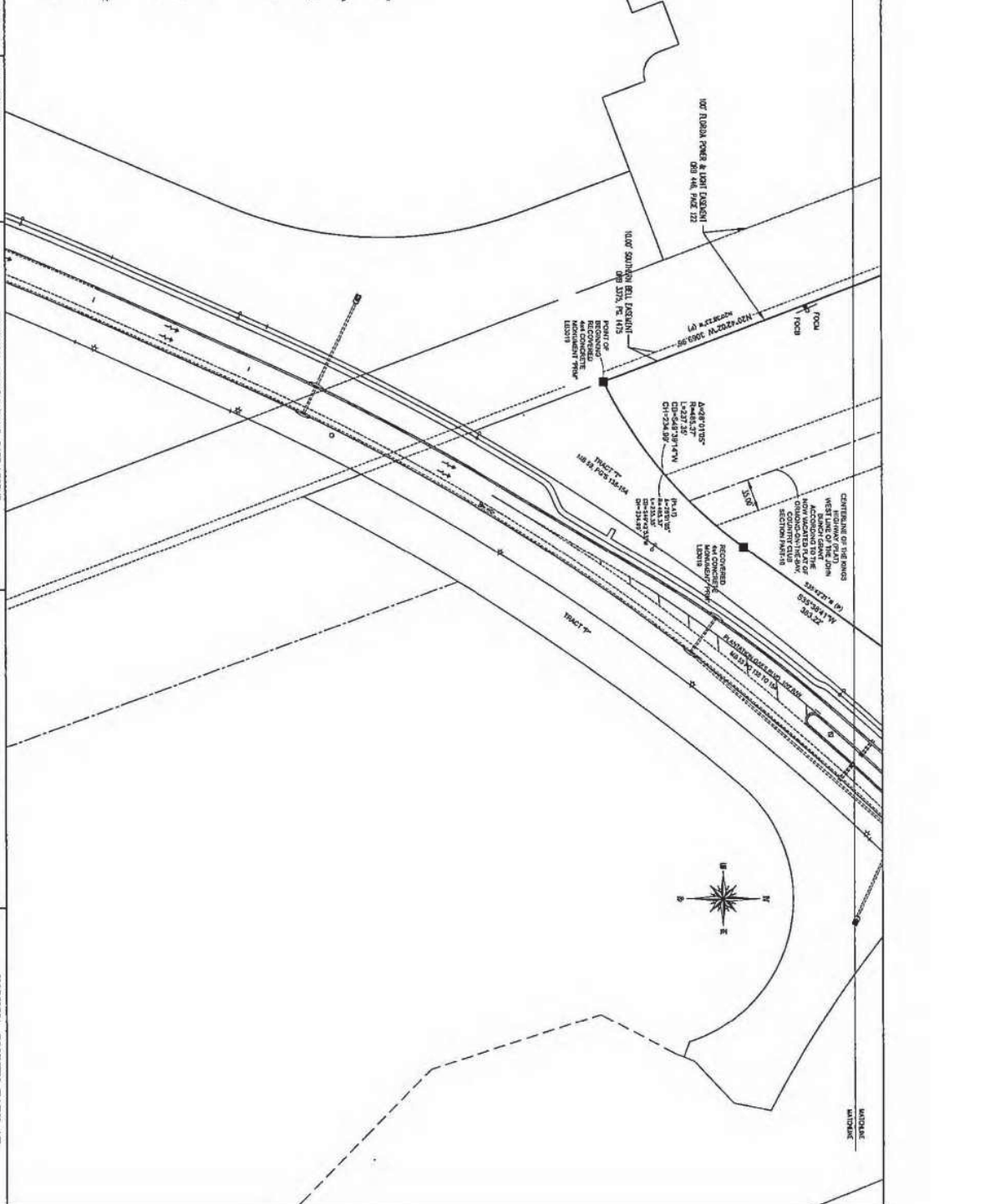
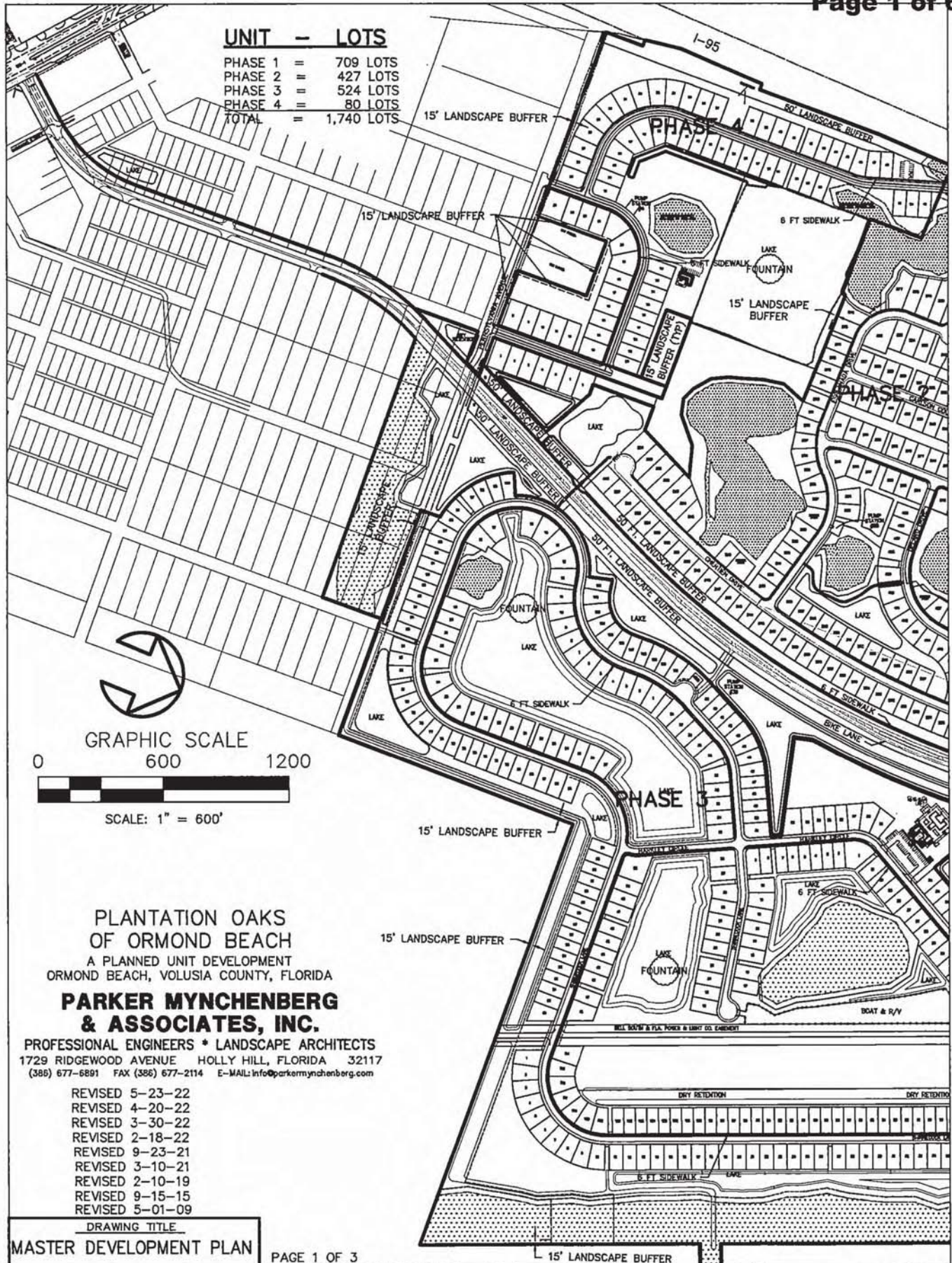


EXHIBIT "B"**Page 1 of 6****UNIT - LOTS**

PHASE 1	=	709 LOTS
PHASE 2	=	427 LOTS
PHASE 3	=	524 LOTS
PHASE 4	=	80 LOTS
TOTAL	=	1,740 LOTS



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

SHEET 9 OF 34

EXHIBIT "B"**Page 2 of 6**

PAGE 2 OF 3

DRAWING TITLE
MASTER DEVELOPMENT PLAN

GRAPHIC SCALE

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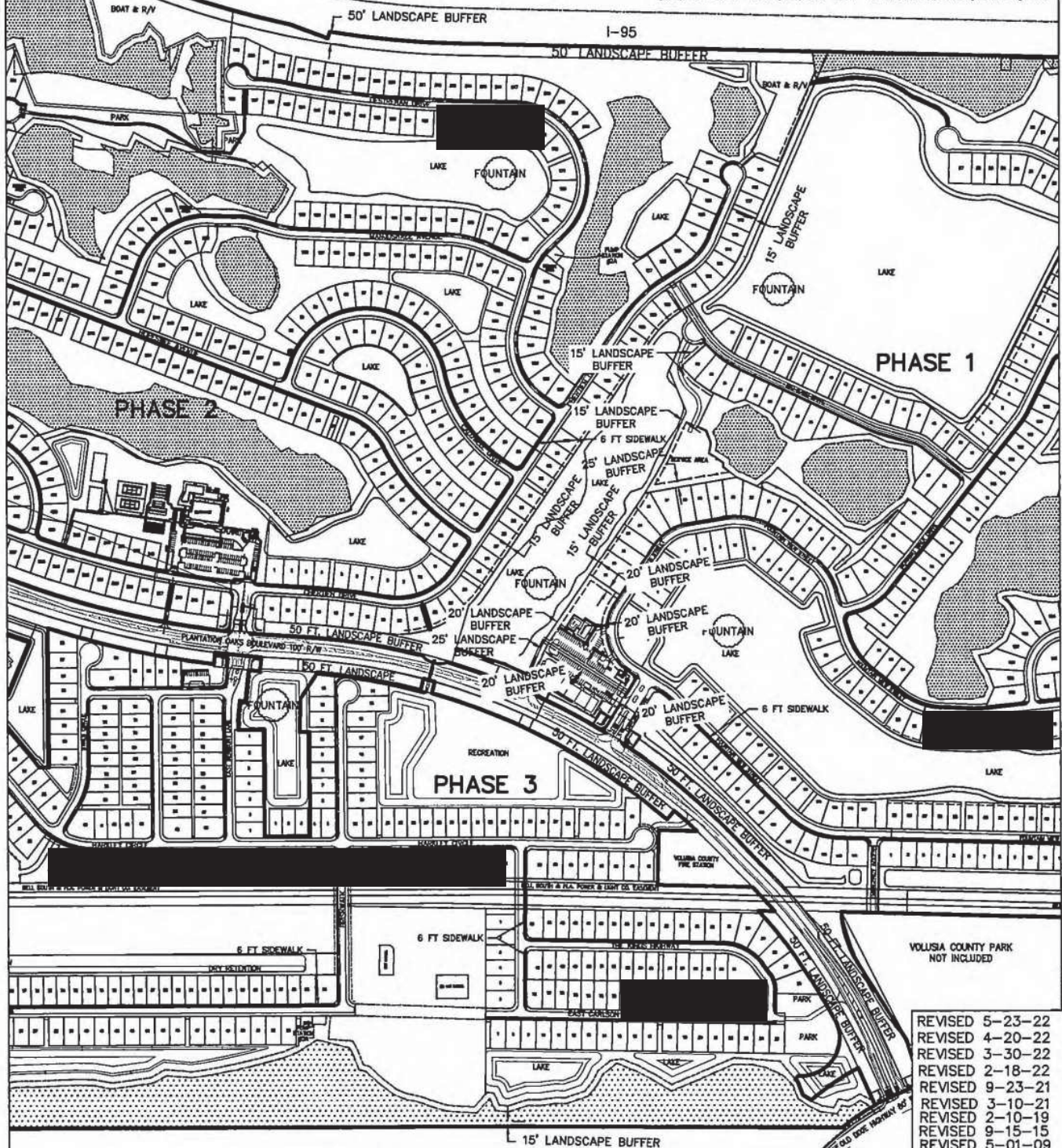
SCALE: 1" = 600'



**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com



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REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

EXHIBIT "B"**Page 3 of 6**

GRAPHIC SCALE

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SCALE: 1" = 600'

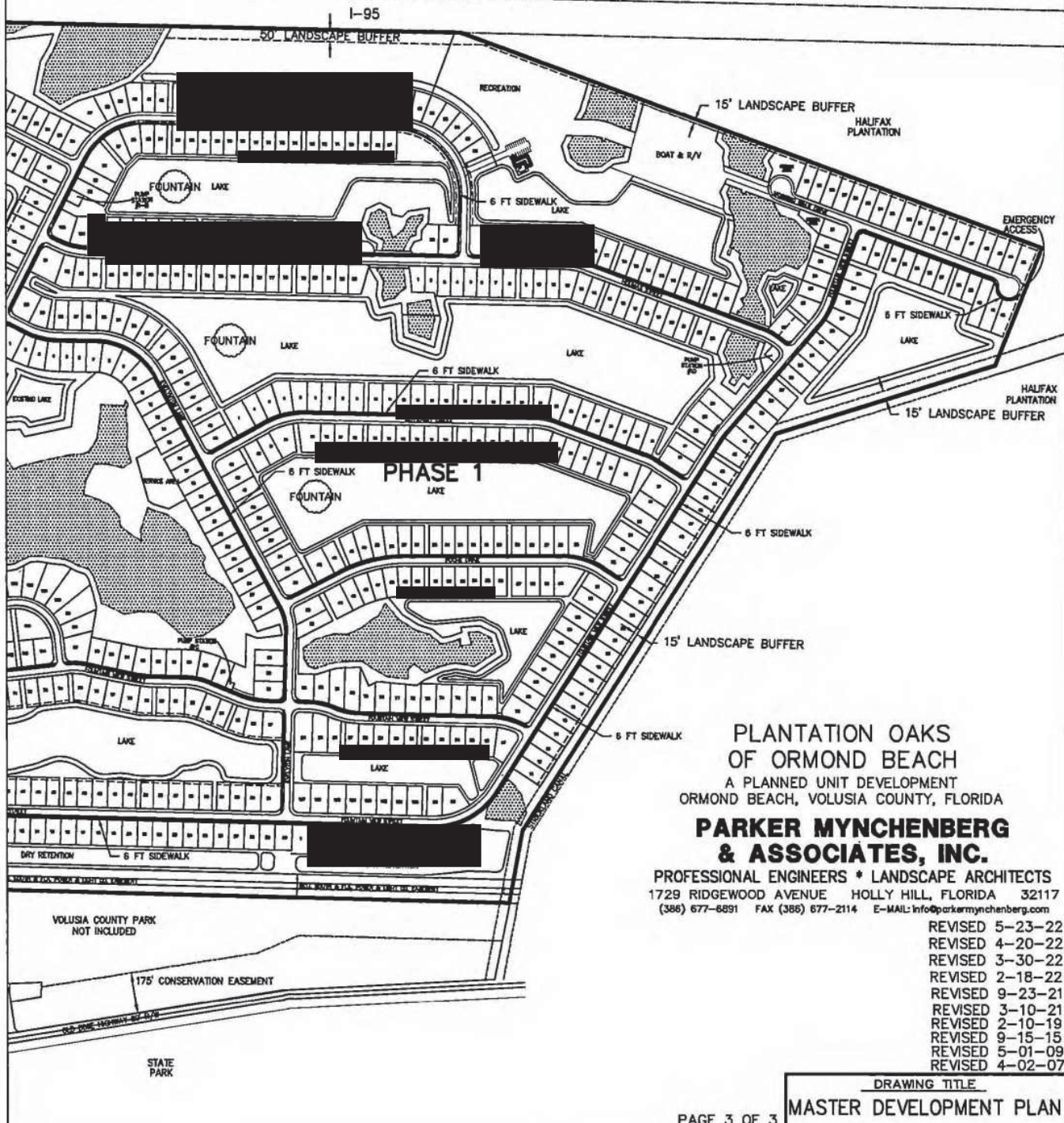
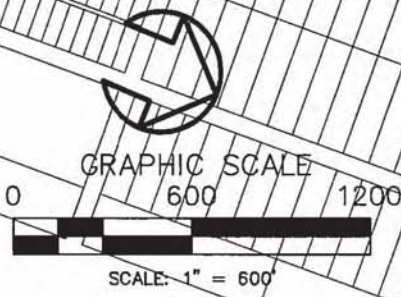


EXHIBIT "B"
Page 4 of 6

UNIT - LOTS	
PHASE 1	= 709 LOTS
PHASE 2	= 427 LOTS
PHASE 3	= 524 LOTS
PHASE 4	= 80 LOTS
TOTAL	= 1,740 LOTS



- INDEX**
- SF SINGLE FAMILY
 - OS OPEN SPACE
 - C CONSERVATION
 - R RECREATION
 - NC NEIGHBORHOOD COMMERCIAL
 - US UTILITY SERVICE

**PLANTATION OAKS
OF ORMOND BEACH**
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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- REVISED 5-23-22
- REVISED 4-20-22
- REVISED 3-30-22
- REVISED 2-18-22
- REVISED 9-23-21
- REVISED 5-24-21
- REVISED 3-10-21
- REVISED 2-10-19
- REVISED 9-15-15
- REVISED 5-01-09

DRAWING TITLE
ANNOTATED LAND USE PLAN

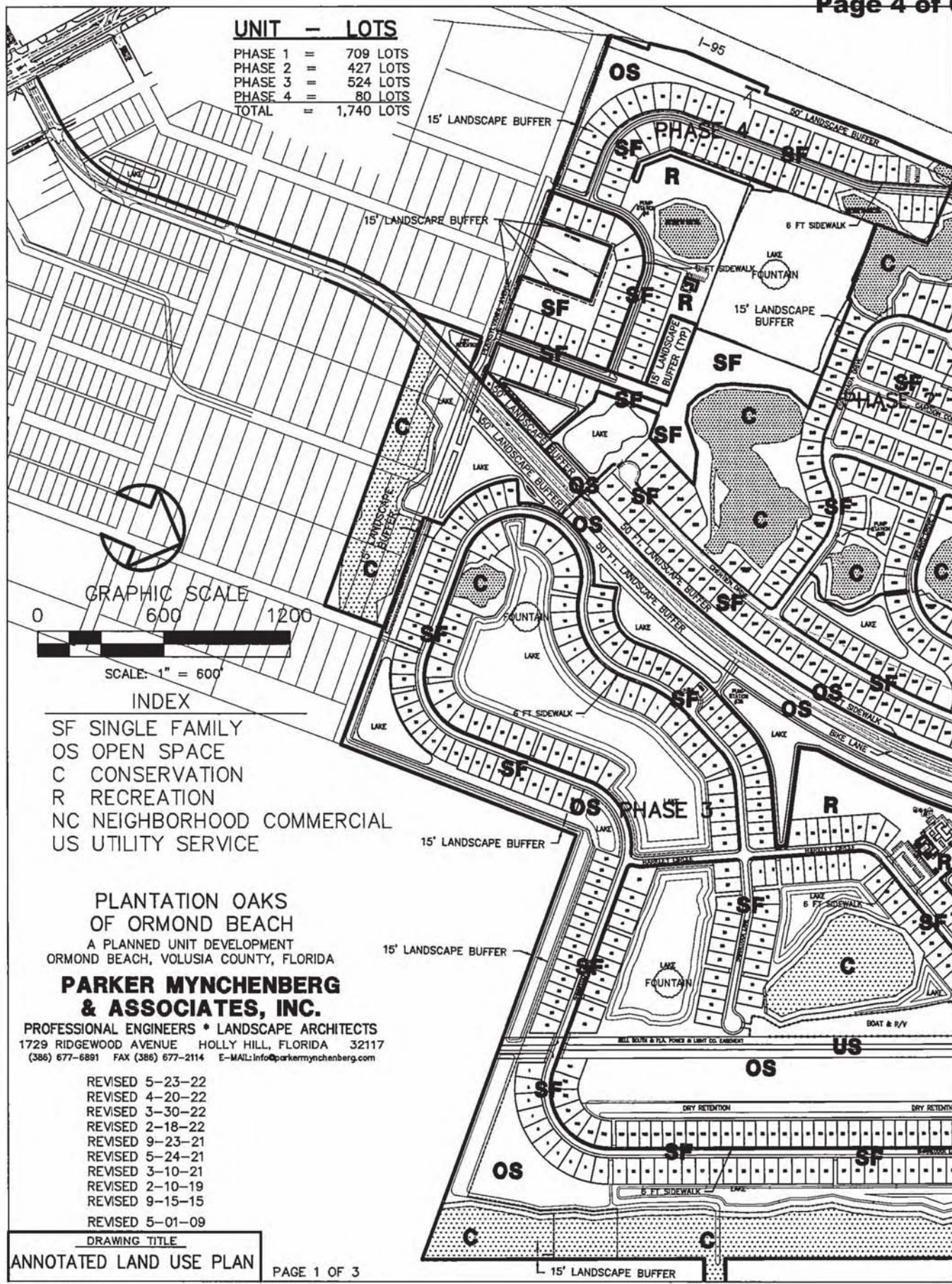


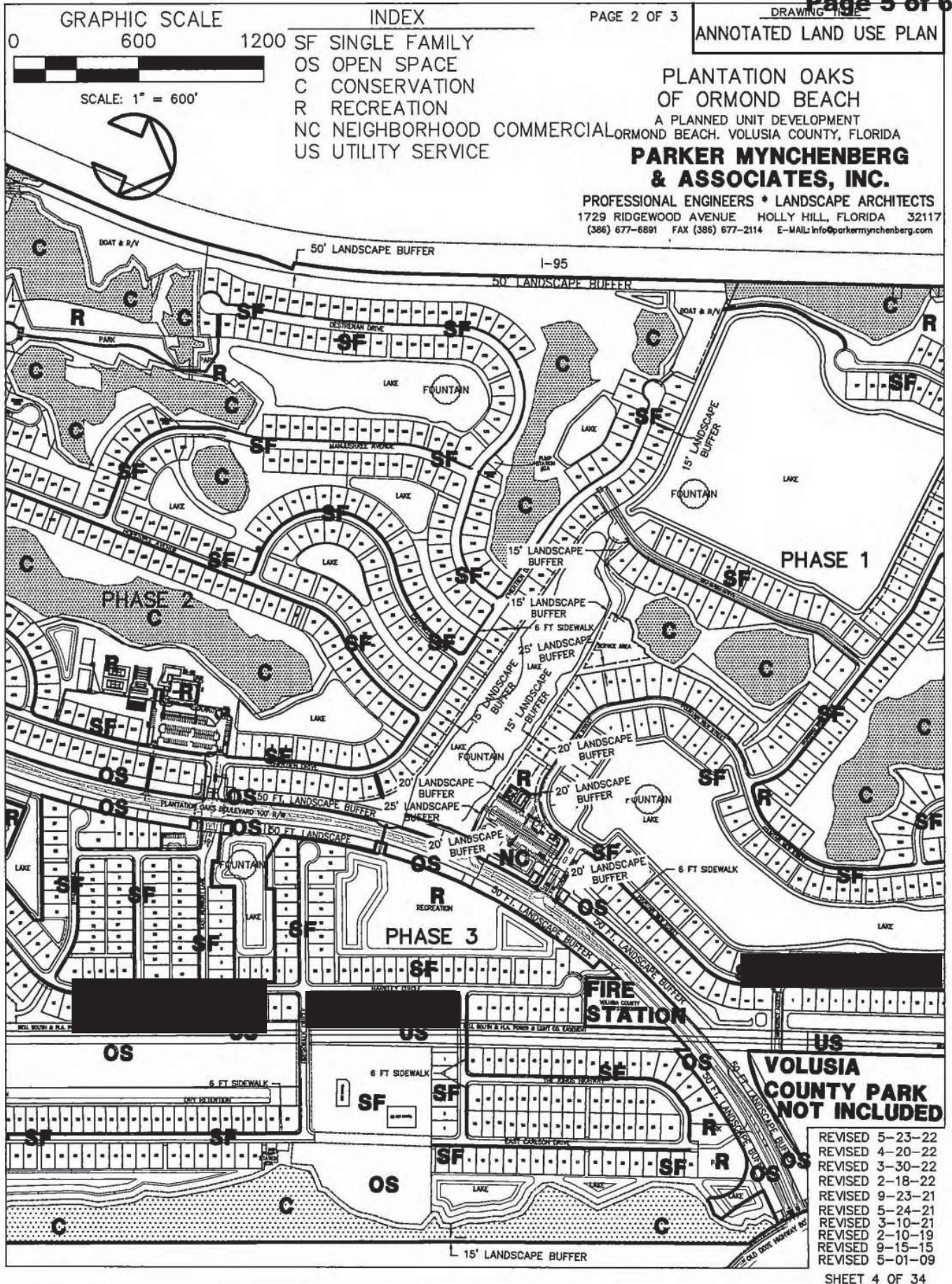
EXHIBIT "B"**Page 5 of 6**

EXHIBIT "B"

Page 6 of 6



GRAPHIC SCALE

0 600 1200



SCALE: 1" = 600'

INDEX

SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE

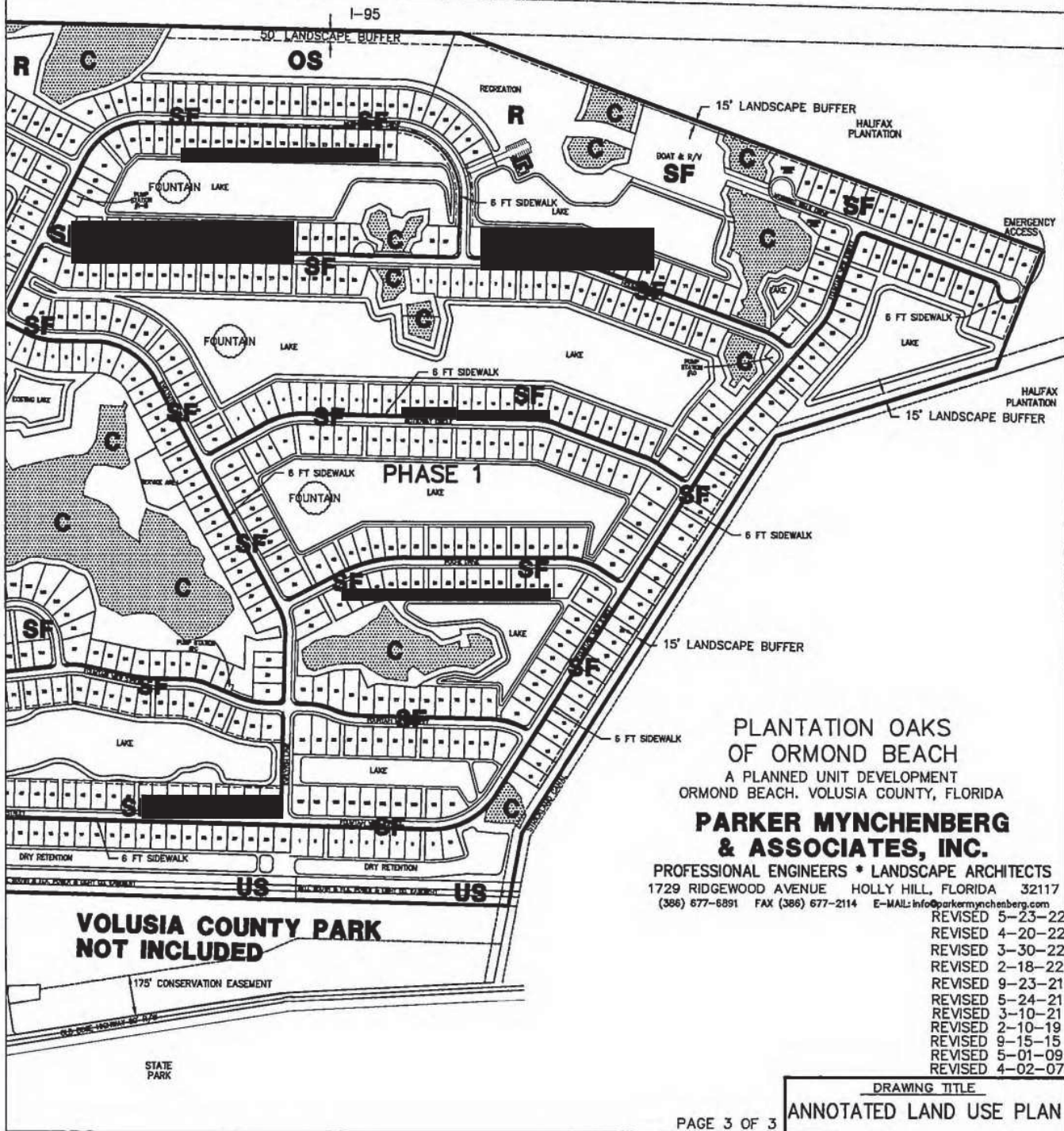
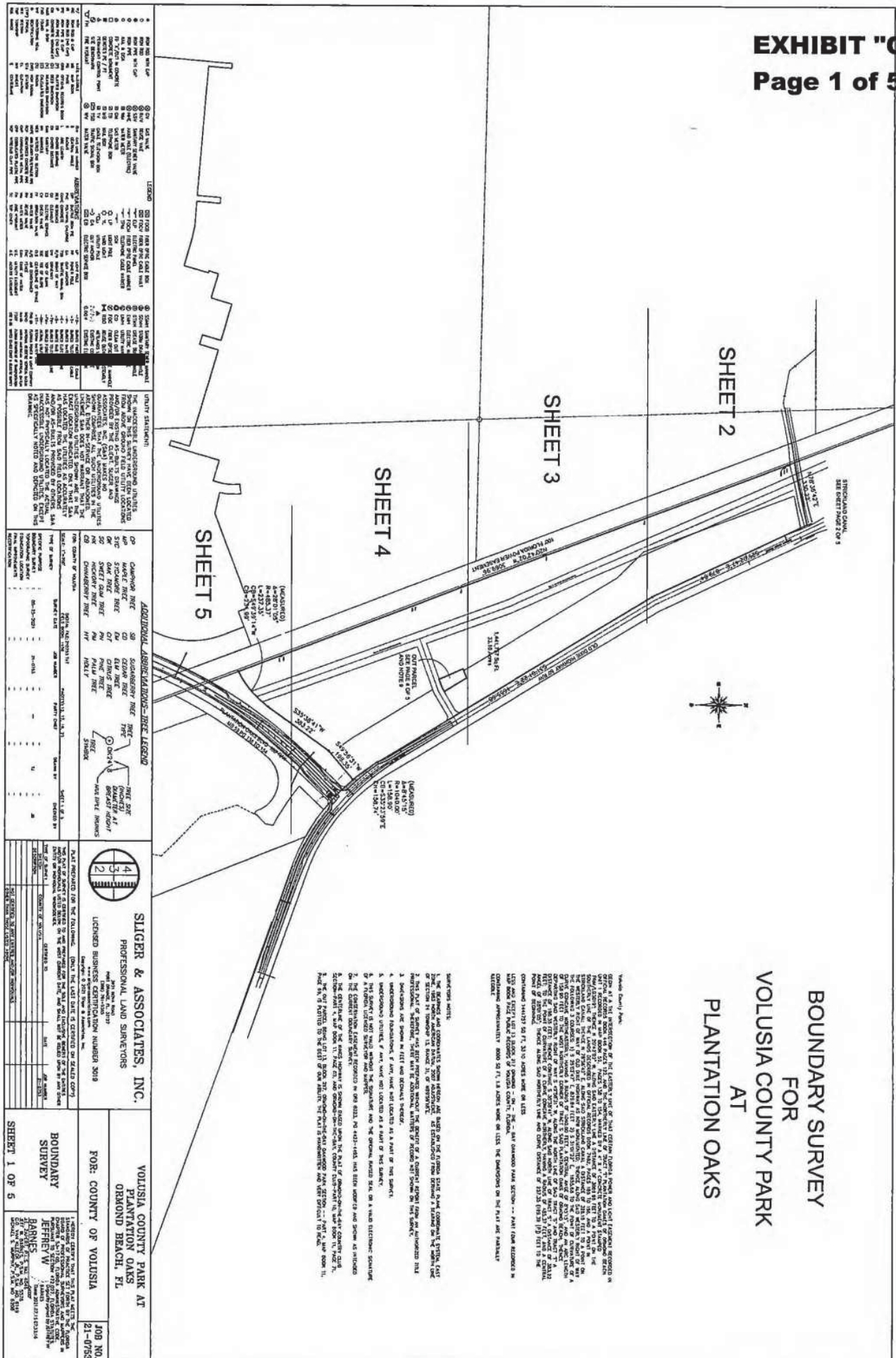
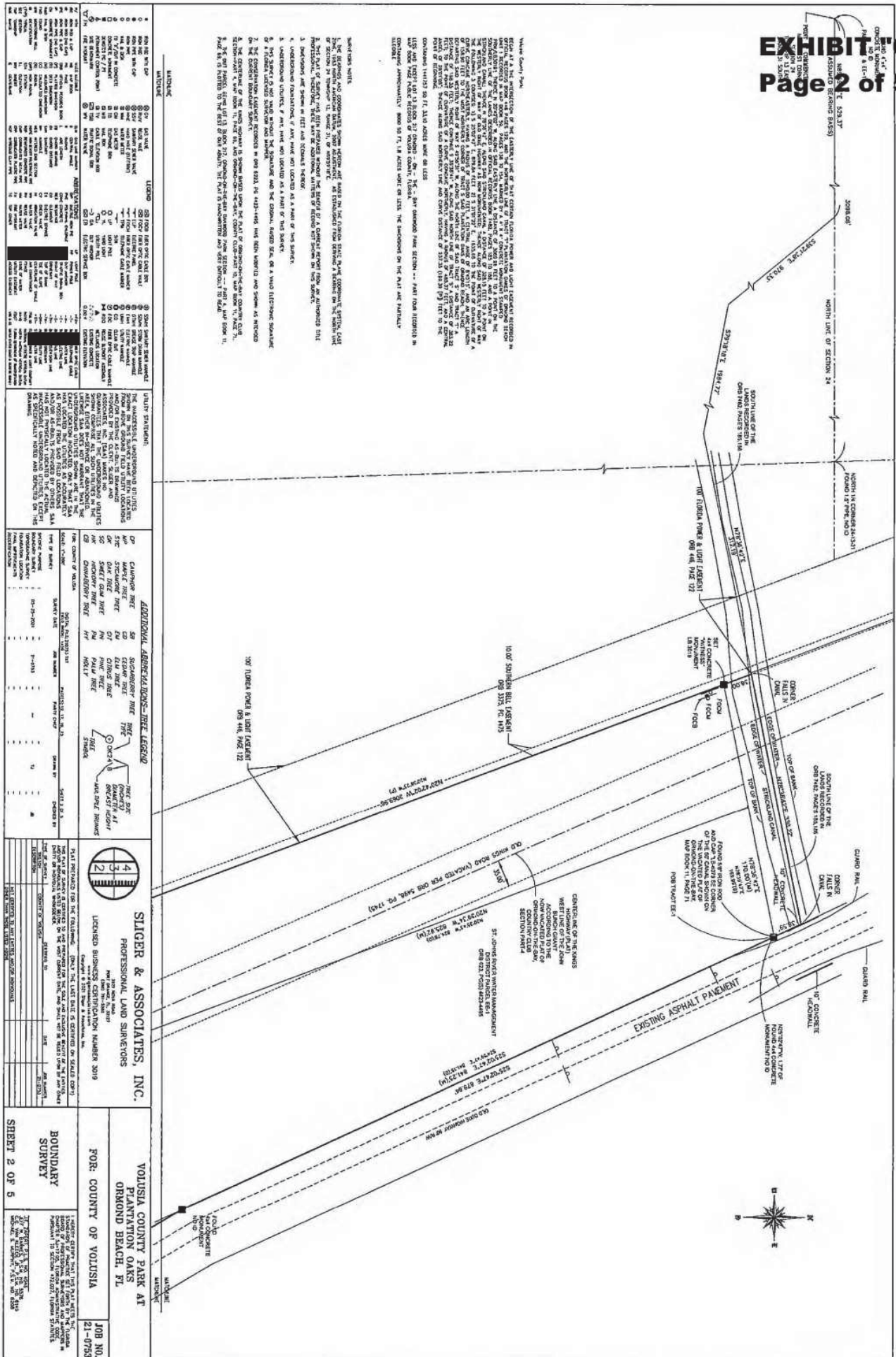
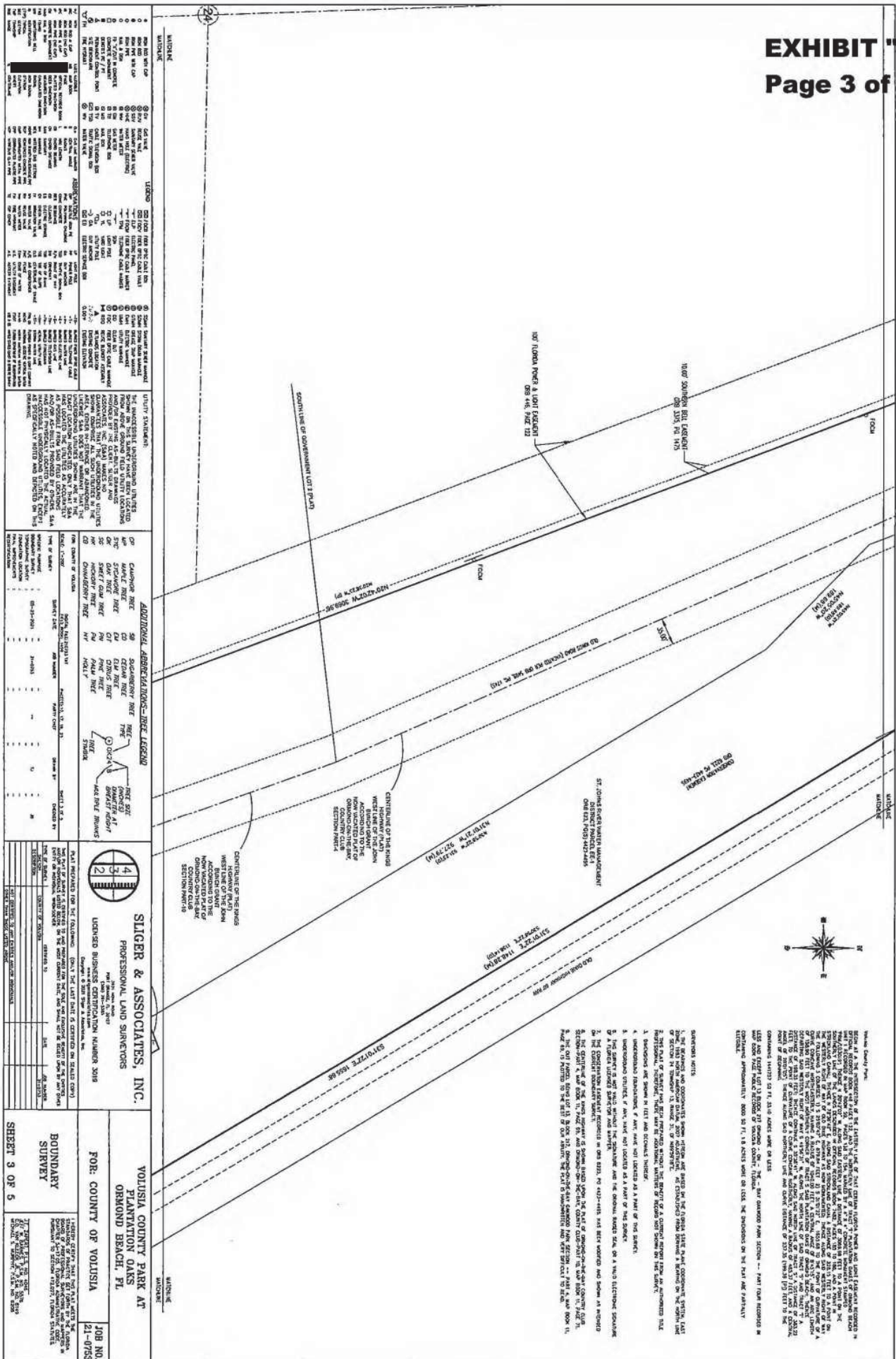


EXHIBIT "C"

Page 1 of 5







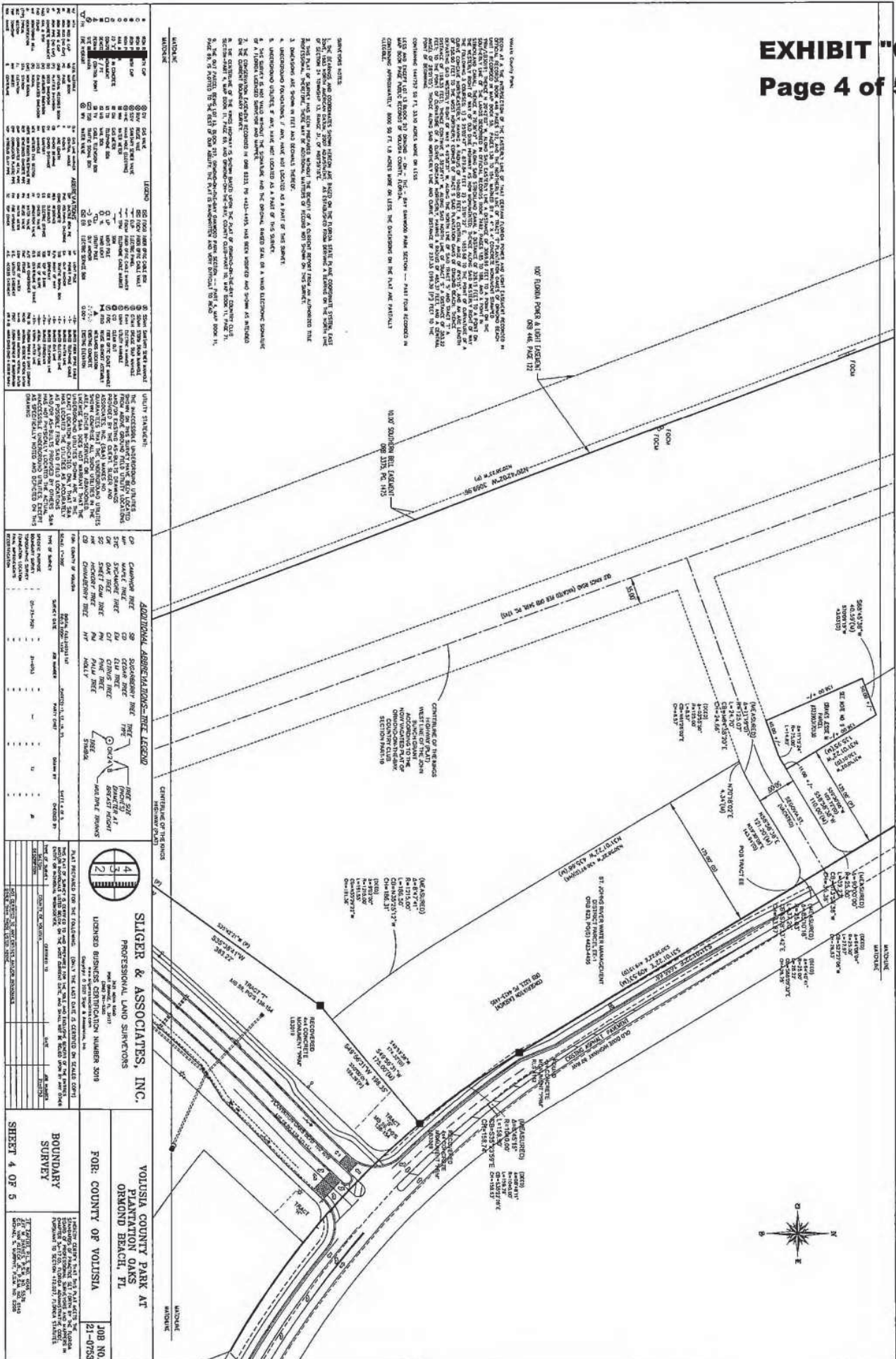


EXHIBIT "D"**Page 1 of 3****PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request**

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

DRAFT

**Planning Board minutes
from
June 8, 2023**

ITEM:

PP 2023-051

Archer's Mill Phase 2
Preliminary Plat

completed. Mr. Burr stated that the landscaping would be maintained to ensure the buffer.

Ms. Shull asked if the vacuum business was that busy. Mr. Burr replied that it is, especially with the free vacuums behind the car wash. Mr. Burr stated that the proposed vacuums would be for car wash customers only.

Mr. Railsback asked if the 203 Tomoka Avenue vacuum area would ever be removed. Mr. Burr stated that they would need to see what happened over time, but not at this time.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve SE 2023-045, Mister Car Wash, 49 South Yonge Street, Special Exception. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

G. PP 2023-051, Archer's Mill, Phase 2, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that this is a request for a Preliminary Plat for a 68 lot single-family subdivision on 25.32± acres. He displayed maps describing the project's location. Mr. Spraker detailed the Plantation Oaks Planned Residential Development and showed an exhibit that provided the subdivision's zoning approval. Mr. Spraker explained the three-step subdivision process: (1) zoning approval which occurred with Ordinance 2022-16, (2) Preliminary Plat, which includes subdivision construction drawings, and (3) Final Plat, which is a legal document to subdivide land after constructing improvements or posting a performance bond. Mr. Spraker concluded that Archer's Mill, Phase 2 is consistent with the zoning approval and the Site Plan Review Committee (SPRC) recommended approval.

Board Discussion and Questions

Ms. Shull stated that she likes the green space provided by the roadway.

Mr. Jorczak asked about the build out of Plantation Oaks. Mr. Parker Mynchenberg, 1729 Ridgewood Avenue, Holly Hill, stated that Archer's Mill, Phase 1, is under construction and reviewed the other phases of the Plantation Oaks subdivision.

Mr. du Moulin asked if the development was restricted to individuals 55 and older. Mr. Mynchenberg reviewed the history of the project and stated that the age restriction was lifted in 2022. He continued that the phase 2 lots would maintain the age restriction of 55 and older but that the other phases are not age restricted. Mr. du Moulin asked about Volusia County School concurrency. Mr. Mynchenberg stated that zoning map amendment had a letter regarding school capacity from Volusia County Schools. Mr. Mynchenberg stated that the Volusia County Schools reviewed

the project before the rezoning and that an additional certificate of concurrency would be obtained during the plat.

Mr. du Moulin asked if this project has a Homeowner's Association (HOA). Mr. Mynchenberg stated that there will be an HOA. Mr. Mynchenberg continued that the water management district and municipality requires either a Property Owners Association (POA) or Homeowners' Association (HOA) to maintain the common elements. For this project, these are gated/private streets that the HOA would have maintenance responsibility. Mr. du Moulin stated that he spoke to his attorney and there is no better format than an HOA. Mr. du Moulin expressed concerns regarding code enforcement and asked if city code enforcement would be applicable on subdivisions with an HOA. Mr. Railsback stated that code enforcement is a reactive approach and an HOA would generally have a proactive approach. Chairman Thomas stated that city code enforcement is complaint driven. A discussion occurred regarding management companies providing enforcement services for HOA covenants and restrictions violations. Mr. Railsback recalled a positive code enforcement action that occurred within his subdivision.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PP 2023-051, Archer's Mill, Phase 2, Preliminary Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

H. PP 2023-052, Archer's Mill, Phase 3, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that this is a request for a Preliminary Plat for a 59 lot single-family subdivision on 22.42± acres. He displayed maps describing the project's location. Mr. Spraker detailed the Plantation Oaks Planned Residential Development and showed an exhibit that provided the subdivision's zoning approval. Mr. Spraker stated that the subdivision process is a three step process: (1) zoning approval which occurred with Ordinance 2022-16, (2) Preliminary Plat, which includes subdivision construction drawings, and (3) Final Plat, which is a legal document to subdivide land after constructing improvements or posting a performance bond. Mr. Spraker concluded that Archer's Mill, Phase 3 is consistent with the zoning approval and the Site Plan Review Committee (SPRC) recommended approval.

Board Discussion and Questions

Mr. Railsback indicated that he supports responsible development and is supportive of this application.

Audience Comments/Input

There were no individuals who spoke on this item.

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 9.M
Section:	PUBLIC HEARINGS			
Item Category:	Public Hearing - Resolution	Res./Ord. No:	2023-118	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	Archer's Mill, Phase 3, Preliminary Plat (Part of Phase 3, Plantation Oaks PRD)			
Budget Impact:	There is no budget impact as the result of the preliminary plat.			
Summary:	This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 3 (a portion of Phase 3 of the Plantation Oaks PRD) consisting of 59 single-family lots on 22.42 acres. The preliminary plat allows the subdivision of land consistent with the PRD that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.			
Recommended Action:	It is recommended that the City Commission approve the preliminary plat for Archer's Mill Phase 3 of 59 single-family lots on 22.42 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board recommended approval by a 6-0 vote of the preliminary plat application.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/14/2023		
Claire Whitley, Assistant City Manager		6/15/2023		
Joyce Shanahan, City Manager		6/19/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: Archer's Mill, Phase 3, Preliminary Plat (Part of Phase 3, Plantation Oaks PRD)

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 3 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 59 single-family lots on 22.42 acres. The preliminary plat allows the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution.

Background

The Plantation Oaks subdivision was originally approved within Volusia County as a Development of Regional Impact (National Gardens) and a Planned Development. On February 2, 2021, through Ordinance Nos. 2021-02 & 2021-03, the subdivision was assigned a city zoning designation of Planned Residential Development based on annexation, incorporating the previous Volusia County approvals. The ordinances also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee simple lots, with no manufactured or mobile homes allowed. On June 7, 2022, the City Commission approved the first major amendment to the Plantation Oaks Planned Residential Development with Ordinance 2022-16 that:

1. Converted golf course land area in Phase 1 to add 40 lots; total 709 lots.
2. Converted golf course land area in Phase 3 to add 43 lots; total 524.
3. Lifted age restriction in all phases except Phase 2;
4. Prohibited manufactured homes except phase 2; and
5. Converted former school area, phase 4, to 80 lots.

This item is only approving the preliminary plat for Archer's Mill Phase 3 within Phase 3

of the Plantation Oaks Planned Residential Development.

Discussion

The action sought is a preliminary plat in order to subdivide land, per the Planned Residential Development. The subdivision of land occurs in a two-step process that includes a preliminary plat and a final plat. The preliminary plat contains the construction drawings for the subdivision. If approved, the preliminary plat allows the applicant to either (1) proceed to construction of the subdivision improvements or (2) post a performance bond for the subdivision infrastructure improvements and proceed to the final plat.

Key aspects of the Archer's Mill Phase 3 subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 50' width and 100' in depth. The plat shows typical lot dimensions of 55' by 125' and 65' by 125'.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that were platted with Plantation Oaks, Phase 1.
5. This phase includes an emergency access easement to Plantation Oaks Boulevard.
6. This phase includes a public lift station.
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

PLANNING BOARD

The Planning Board reviewed the preliminary plat at the June 8, 2023 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are included as part of this agenda item.

Budget Impact

There is no budget impact as the result of the preliminary plat.

Citizen Impact

The Plantation Oaks subdivision has been planned through the Development of

Regional Impact and planned development process through Volusia County. The subdivision of land is not anticipated to have a negative citizen impact. The land area is designated for single-family lot development.

Recommendation

It is recommended that the City Commission approve the preliminary plat for Archer's Mill Phase 3 of 59 single-family lots on 22.42 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning. The Planning Board recommended approval by a 6-0 vote of the preliminary plat application.

Attachments:

1. 23-118 Archer's Mill, Phase 3 Preliminary Plat (P23-0121G)
2. Exhibit A, Archer's Mill Phase 3
3. Exhibit B, Archer's Mill Phase 3 - site plan
4. 06.08.2023, Archer's Mill, Phase 3 Pre Plat, PB
5. 06.08.2023, DRAFT PB Minutes - Archer's Mill Phase 3 PP

Approvals:



Kelly McGuire, Finance Director

Date: June 14, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

RESOLUTION NO. 2023-118

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ARCHER’S MILL PHASE 3”, SHOWN WITHIN PHASE 3 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Forestar (USA) Real Estate Group, Inc., a Foreign Profit Corporation (the “Property Owner”) is the successor in interest to Plantation Oaks of Ormond Beach, LLC f/k/a/ Plantation Oaks of Ormond Beach, LC, and

WHEREAS, the Property Owner has submitted the preliminary plat for “Archer’s Mill Phase 3”, and

WHEREAS, the City Commission approved Ordinance 2021-03, authorizing the approval and execution of the Plantation Oaks Planned Residential Development Development Order incorporating previous Volusia County Development Orders, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 7985, at Pages 4080 through 4339, inclusive, and

WHEREAS, the City Commission approved Ordinance 2022-16, authorizing the approval and execution of the first amended Plantation Oaks Planned Residential Development

Development Order authorizing certain revisions, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida, in Official Records Book 8268, at Pages 2898 through 2930, inclusive, and

WHEREAS, the land area for “Archer’s Mill Phase 3” is shown within Phase 3 of the Plantation Oaks Planned Residential Development, and

WHEREAS, the Site Plan Review Committee and Planning Board have reviewed the preliminary plat and recommend approval, and

WHEREAS, the City Commission concurs with the recommendations of the City staff and Planning Board, now therefore,

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

SECTION ONE. The City Commission hereby approves a 59-lot preliminary plat for “Archer’s Mill Phase 3”, as shown in the preliminary plat attached hereto as Exhibit “A” and the construction plans attached hereto as Exhibit “B” and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development approved by Ordinance No. 2021-03 and 2022-16.

SECTION TWO. The approval hereby granted shall expire automatically, in accordance with Chapter 1, Article II, Section 1-14(3)(a) of the *Land Development Code*, on **July 18, 2025**, unless the subject property is actively being developed such that permits have been issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded, and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for “Archer’s Mill Phase 3”.

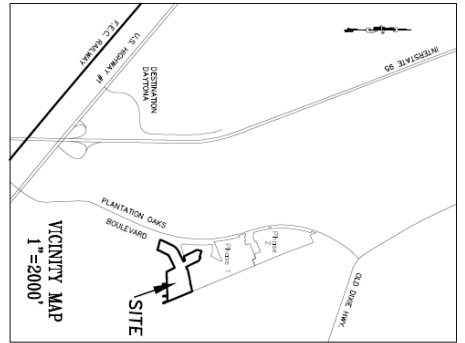
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



ARCHER'S MIL PHASE 3

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF OROMOND BEACH VOLusia COUNTY FLORIDA

LEGAL DESCRIPTION

[illegible]

NOTES:

1. THE RECORDS SHOWN/HEREIN ARE ASSUMED BASED THE EAST LINE OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AS BEING 1021954-W.
2. DRAINAGE AND UTILITY EXISTENCES (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: (A) 1000 FOOT ADJACENT TO ALL PLOT, AND PRIVATE STREET CO. AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.
3. THIS PLAN IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR ARCHER'S HILL HOMEOWNERS ASSOCIATION INC., RECORDED IN O.R. BOOK _____ PAGES _____ COVENANTS AND RESTRICTIONS RECORDED IN O.R. BOOK _____ PAGES _____.

- DENOTES 4"x4" CONCRETE MONUMENT "PRIL LB 3019"
- DENOTES 4"x4" CONCRETE MONUMENT "PRIL LB 966"
- DENOTES 1/2" IRON ROD W/CAP "LB 966"
- DENOTES NAIL AND DISK "PCP LB 966"

SHEET INDEX	
SHEET 1	DEDICATION, LEGAL DESCRIPTION, NOTES
SHEET 2	OVERALL DETAIL AND KEY MAP
SHEETS 3-5	LOT AND TRACT DETAILS

NOTE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

CERTIFICATE OF CLERK:

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLEES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE DAY OF _____, 2023.

MAP BOOK: PAGE:

MEDICATION:

[illegible]

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware Corporation

[illegible]

Signature _____ Signature _____

STATE OF FLORIDA COUNTY OF

[] HAS PRODUCED _____ AS IDENTIFICATION

1000

CERTIFICATE OF SURVEYOR:

Richard D. Brown, P.M.

JOHNSTON'S
SURVEYING INC.

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FORGING PLAT ENTITLED "ARCHER'S MILL, PHASE 3" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DENIATIONS IF ANY, FROM THE REQUIREMENTS.

CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSA NO. 5574
UPHAW INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH:

CITY ENGINEER CERTIFICATE OF APPROVAL

CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL:

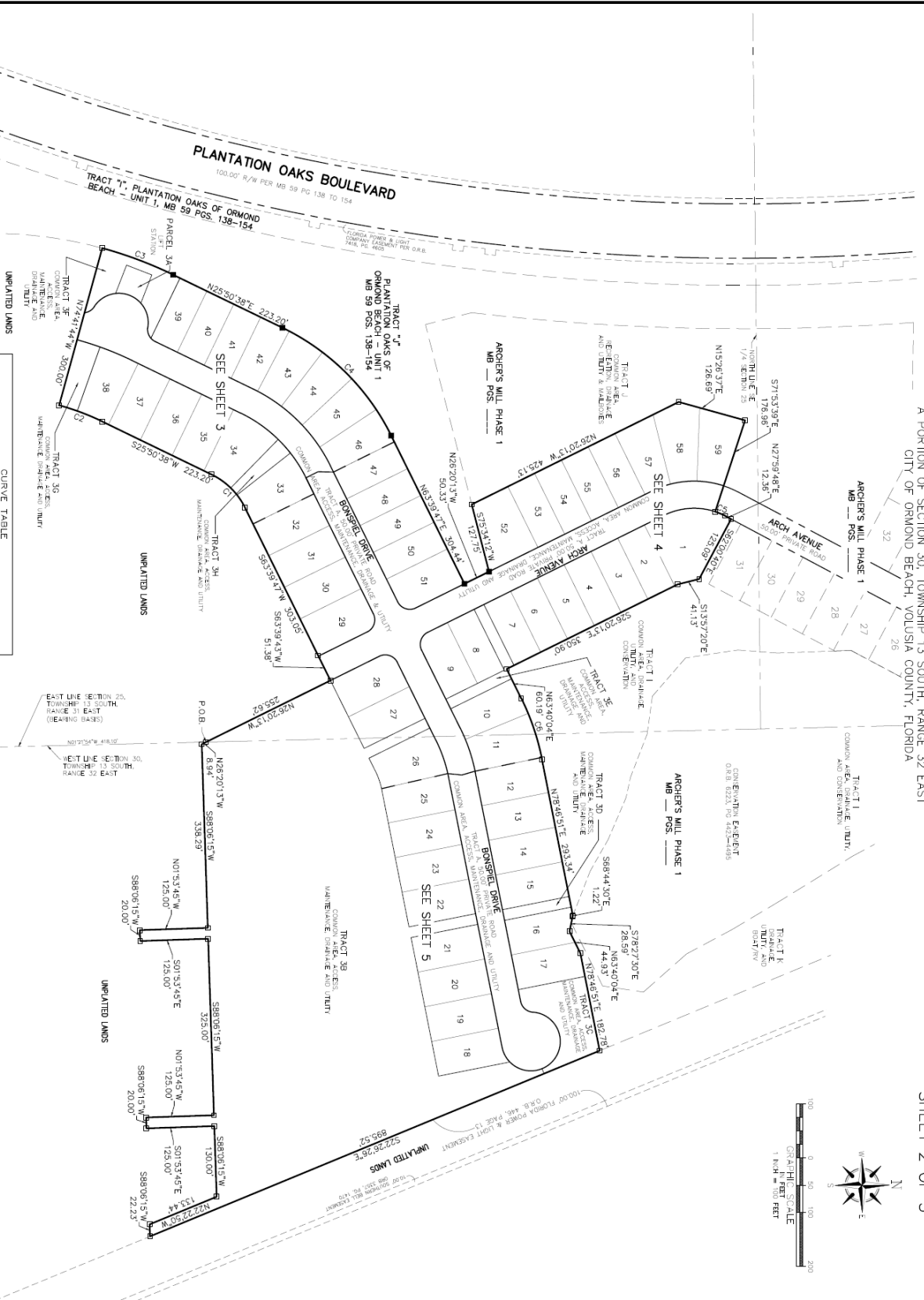
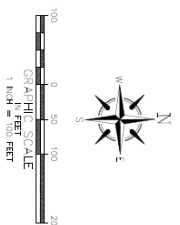
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

ARCHER'S MILL PHASE 3

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

SHEET 2 OF 5



CURVE TABLE

CURVE #	CHORD	BEARING	CHORD LENGTH
C1	135.00'	S77°49'18"E	87.50'
C2	460.00'	S77°49'18"E	84.58'
C3	760.00'	S77°49'18"E	139.69'
C4	449.00'	S77°49'18"E	281.12'
C5	128.50'	S77°49'18"E	19.87'
C6	450.00'	S77°49'18"E	118.39'

JOHNSTON'S
SURVEYING, INC.
5000 GORDON PARKWAY
KATONAH, ILLINOIS 60147
TEL: (407) 881-1177
FAX: (407) 881-1177
E-MAIL: JBS@JOHNSTONSURV.COM

SHEET 3 OF 5



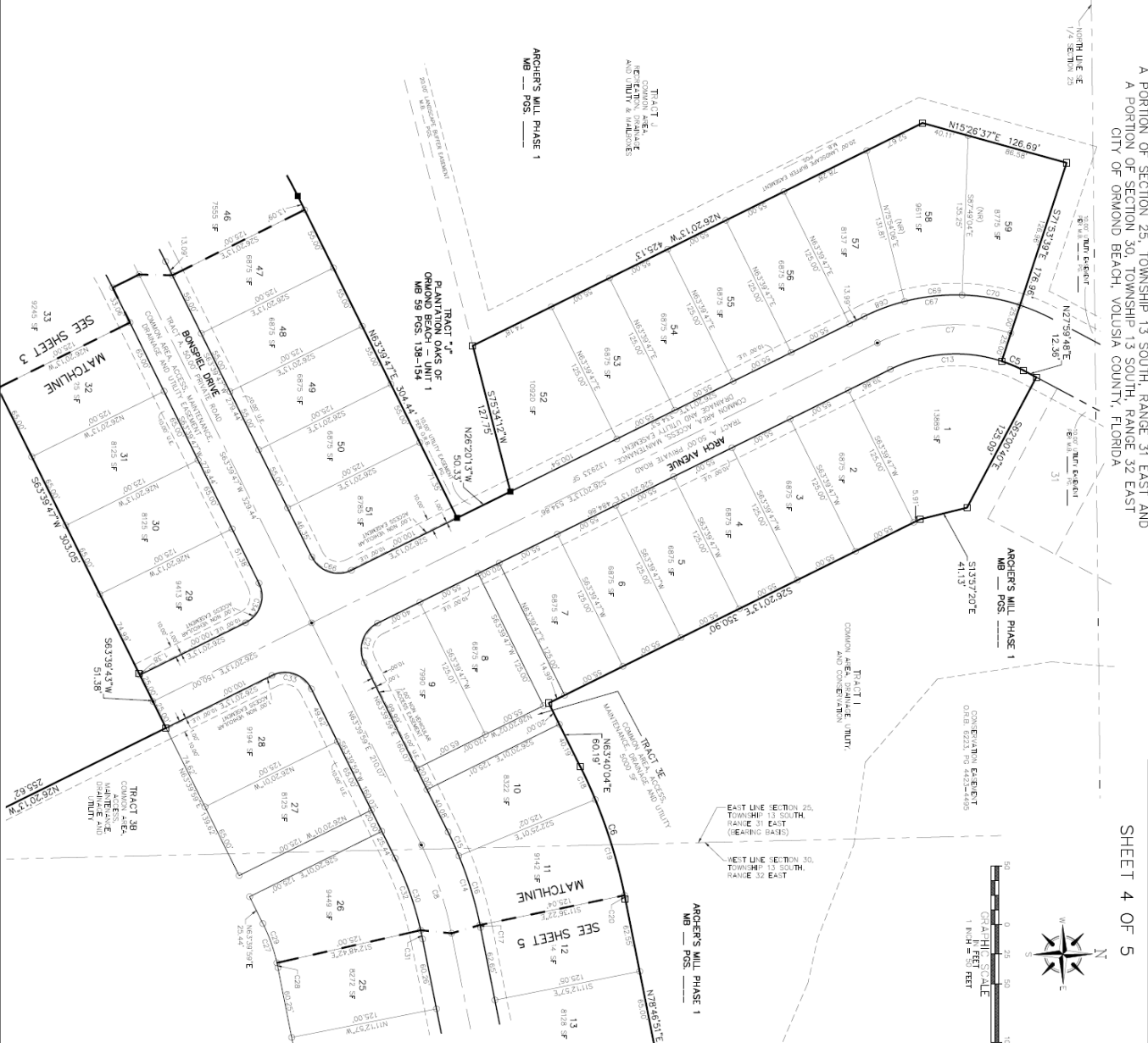
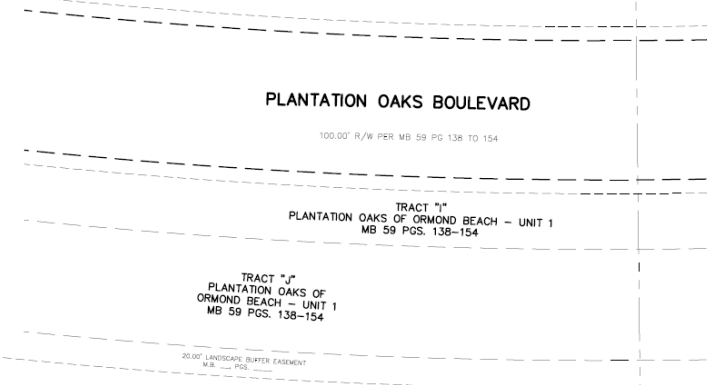
COWSE TABLE				
COWSE #	#FISH	ELTA	LENGTH (H)	WEIGHT (H)
C46	155.00	420.55	44.40	137.28/12.7%
C47	155.00	449.52/9.27	121.75	18.55/8.0%
C48	54.00	155.04/3.97	144.79	52.02/20.0%
C49	24.00	152.00	31.65	16.62/22.1%
C50	54.00	502.50/4.27	41.44	52.18/28.1%
C51	54.00	502.50/4.27	51.90	52.01/28.3%
C52	54.00	502.50/4.27	41.35	52.01/28.3%
C53	24.00	494.96/2.91	21.65	34.05/26.9%
C54	24.00	22.92/0.42	10.19	18.37/10.6%
C55	110.00	379.49/1.11	20.62	54.45/12.7%
C56	310.00	379.49/1.11	10.05	52.66/19.7%
C57	310.00	923.24/8.71	51.71	83.22/8.8%
C58	310.00	923.24/8.71	51.72	84.92/9.3%
C59	310.00	923.24/8.71	51.72	85.35/9.6%
C60	310.00	717.15/7.15	33.43	58.07/15.0%
C61	43.00	135.43	14.44	52.66/28.6%
C62	43.00	93.51	72.57	52.28/28.0%
C63	43.00	93.51	72.57	54.92/27.7%
C64	43.00	93.53/4.34	72.56	55.13/26.0%
C65	43.00	716.51	50.28	56.07/19.2%

MISSISSIPPI, FLORIDA 394/494
Tel. (407) 847-2179 Fax (407) 847-6140
R #266

107

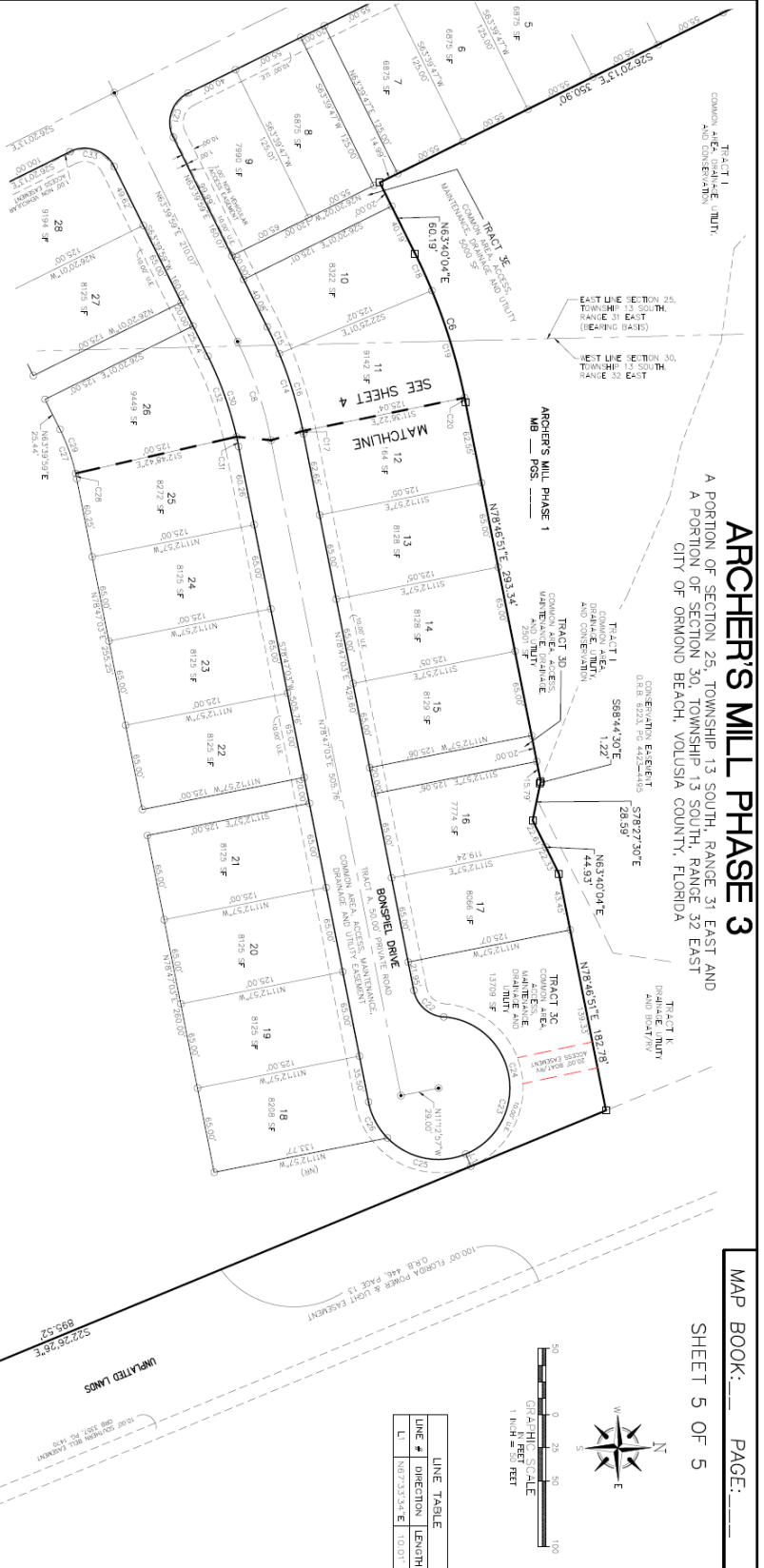
JOHNSTON'S
SURVEYING, INC.
500 CROSS FARM PARKWAY
SUITE 100
TALLAHASSEE, FLORIDA 32310
TEL (904) 847-2779 FAX (904) 847-6140
L.B. #966

CURVE #	RADIUS	DELTA	LENGTH	CHORD	BEARING	CHORD LENGTH
C1	126.59'	89°25'47"	19.89'	N27°29'24"E	19.89'	19.89'
C2	465.00'	150°07'04"	118.23'	N71°13'19"E	118.23'	118.23'
C3	150.00'	44°26'33"	176.35'	S04°06'50"E	113.46'	113.46'
C4	350.00'	150°07'04"	79.18'	N71°13'19"E	78.83'	78.83'
C5	125.00'	44°26'33"	96.08'	S04°06'50"E	94.50'	94.50'
C6	325.00'	150°07'04"	46.75'	S71°13'19"E	85.50'	85.50'
C7	325.00'	150°07'04"	22.22'	S65°37'28"W	22.22'	22.22'
C8	325.00'	150°07'04"	61.32'	S77°59'19"W	61.23'	61.23'
C9	325.00'	150°07'04"	2.21'	S77°59'19"W	2.21'	2.21'
C10	465.00'	150°07'04"	30.48'	S65°37'28"W	30.46'	30.46'
C11	465.00'	150°07'04"	84.31'	S77°59'19"W	84.78'	84.78'
C12	465.00'	150°07'04"	3.16'	S77°59'19"W	3.16'	3.16'
C13	75.00'	89°25'47"	39.27'	S71°20'07"E	35.35'	35.35'
C14	150.00'	150°07'04"	39.48'	S71°13'19"E	39.46'	39.46'
C15	150.00'	150°07'04"	4.18'	S77°59'19"W	4.18'	4.18'
C16	150.00'	150°07'04"	35.40'	S70°29'38"W	35.32'	35.32'
C17	375.00'	150°07'04"	72.86'	S71°13'19"E	72.35'	72.35'
C18	375.00'	150°07'04"	7.66'	S77°59'19"W	7.66'	7.66'
C19	375.00'	150°07'04"	64.40'	S70°29'38"W	64.72'	64.72'
C20	375.00'	150°07'04"	39.27'	S71°13'19"E	39.36'	39.36'
C21	375.00'	150°07'04"	39.27'	N71°20'13"E	35.35'	35.35'
C22	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C23	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C24	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C25	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C26	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C27	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C28	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C29	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C30	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C31	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C32	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C33	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C34	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C35	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C36	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C37	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C38	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C39	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C40	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C41	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C42	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C43	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C44	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C45	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C46	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C47	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C48	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C49	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C50	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C51	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C52	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C53	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C54	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C55	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C56	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C57	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C58	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C59	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C60	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C61	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C62	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C63	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C64	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C65	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C66	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C67	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C68	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C69	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'
C70	75.00'	89°25'47"	39.27'	N71°20'13"E	35.35'	35.35'



ARCHER'S MILL PHASE 3

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

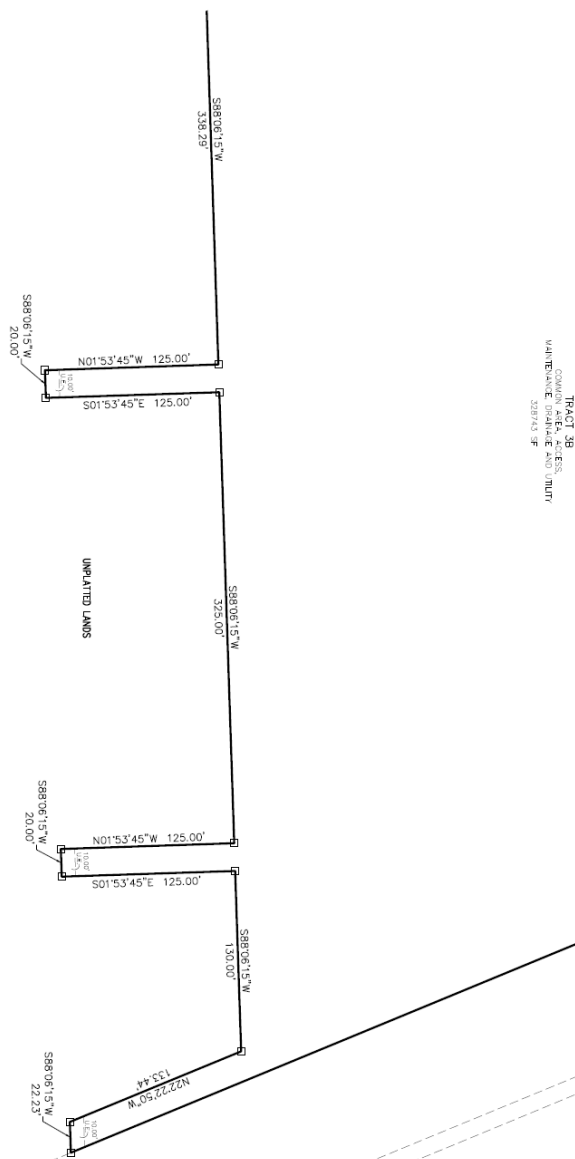


LINE TABLE	
LINE #	DIRECTION LENGTH
1	N67°33'54\"E 150.0'

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C6	450.00'	19°07'04\"	118.23'	N71°31'19\"E	118.39'
C8	300.00'	19°07'04\"	79.16'	N71°31'19\"E	78.93'
C14	325.00'	19°07'04\"	85.75'	S71°13'31\"W	85.50'
C15	325.00'	355.00'	22.22'	S85°37'29\"W	22.21'
C16	325.00'	10°48'59\"	61.52'	S72°59'19\"W	61.23'
C17	325.00'	0°23'24\"	2.21'	S78°53'21\"W	2.21'
C18	450.00'	3°54'12\"	50.66'	S69°36'53\"W	50.65'
C19	450.00'	10°48'42\"	84.91'	S72°08'20\"W	84.79'
C20	450.00'	0°24'10\"	3.16'	S78°34'46\"W	3.16'
C21	25.00'	89°58'49\"	39.27'	S71°20'07\"E	35.35'
C22	25.00'	74°38'03\"	32.54'	N41°28'31\"E	30.28'
C23	54.00'	254°45'03\"	3.59'84	N48°10'29\"W	85.92'
C24	54.00'	153°21'35\"	144.44'	S80°52'47\"W	103.09'
C25	54.00'	68°00'51\"	84.50'	N11°37'00\"E	40.48'
C26	54.00'	34°06'37\"	31.21'	N62°13'44\"E	30.77'
C27	150.00'	18°07'04\"	59.58'	S71°13'31\"W	59.46'
C28	150.00'	1°35'46\"	4.16'	S77°59'10\"W	4.16'
C29	150.00'	13°31'19\"	35.40'	S70°25'58\"W	35.32'
C30	275.00'	19°07'04\"	72.56'	S71°13'31\"W	72.35'
C31	275.00'	1°35'46\"	7.66'	S77°59'10\"W	7.66'
C32	275.00'	13°31'19\"	64.80'	S70°25'58\"W	64.75'
C33	25.00'	90°00'11\"	39.27'	S18°30'53\"W	35.36'
C36	25.00'	90°00'00\"	39.27'	N18°59'47\"E	35.36'

TRACT 3D
COMMON AREA
WATERLINE DRAINAGE AND UTILITY
328'94.5'

JOHNSTON'S
SURVEYING, INC.
900 CROSS PARKWAY
SUITE 100
TALLAHASSEE, FL 32310
TEL (904) 847-2739 FAX (904) 847-6140
L.B. #566



[illegible]

TABLE OF CONTENTS	
SHEET NO.	DESCRIPTION

- 17) ALL SIGNS, POSTERS AND ANY OTHER SIGNS ARE REQUIRED TO BE PLACED IN THE FRONT OF THE PROPERTY, UNLESS OTHERWISE SPECIFIED BY THE CITY OF CHICAGO.
- 18) ALL SIGNS, POSTERS AND ANY OTHER SIGNS ARE REQUIRED TO BE PLACED IN THE FRONT OF THE PROPERTY, UNLESS OTHERWISE SPECIFIED BY THE CITY OF CHICAGO.
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- 24) ALL SIGNS, POSTERS AND ANY OTHER SIGNS ARE REQUIRED TO BE PLACED IN THE FRONT OF THE PROPERTY, UNLESS OTHERWISE SPECIFIED BY THE CITY OF CHICAGO.



Drug and Specimen	Drug Used (hours)	Known to AIDS	Percent of AIDS
1	Amphotericin B 100 mg daily for 14 days	1/2	5.3%
2	Trimethoprim-sulfamethoxazole (Cotrim) 800/400 mg b.i.d.	9/43	40.5%
3	Trimethoprim-sulfamethoxazole 800/400 mg b.i.d. + zalcitabine 375 mg b.i.d.	1/2	4.8%
4	Trimethoprim-sulfamethoxazole 800/400 mg b.i.d. + didanosine 200 mg b.i.d.	1/6	21.7%
5	Trimethoprim-sulfamethoxazole 800/400 mg b.i.d. + zalcitabine 375 mg b.i.d.	2/7	100%

[illegible]

PHASE 3
MILWAUKEE
ORONOND BEACH, FLORIDA

PROJECT DESCRIPTION
SUBDIVISION OF 22,420 ACRES INTO 59 SINGLE
FAMILY FEE SIMPLE LOTS.

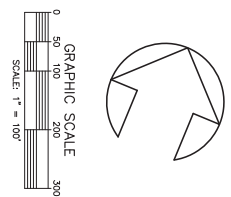
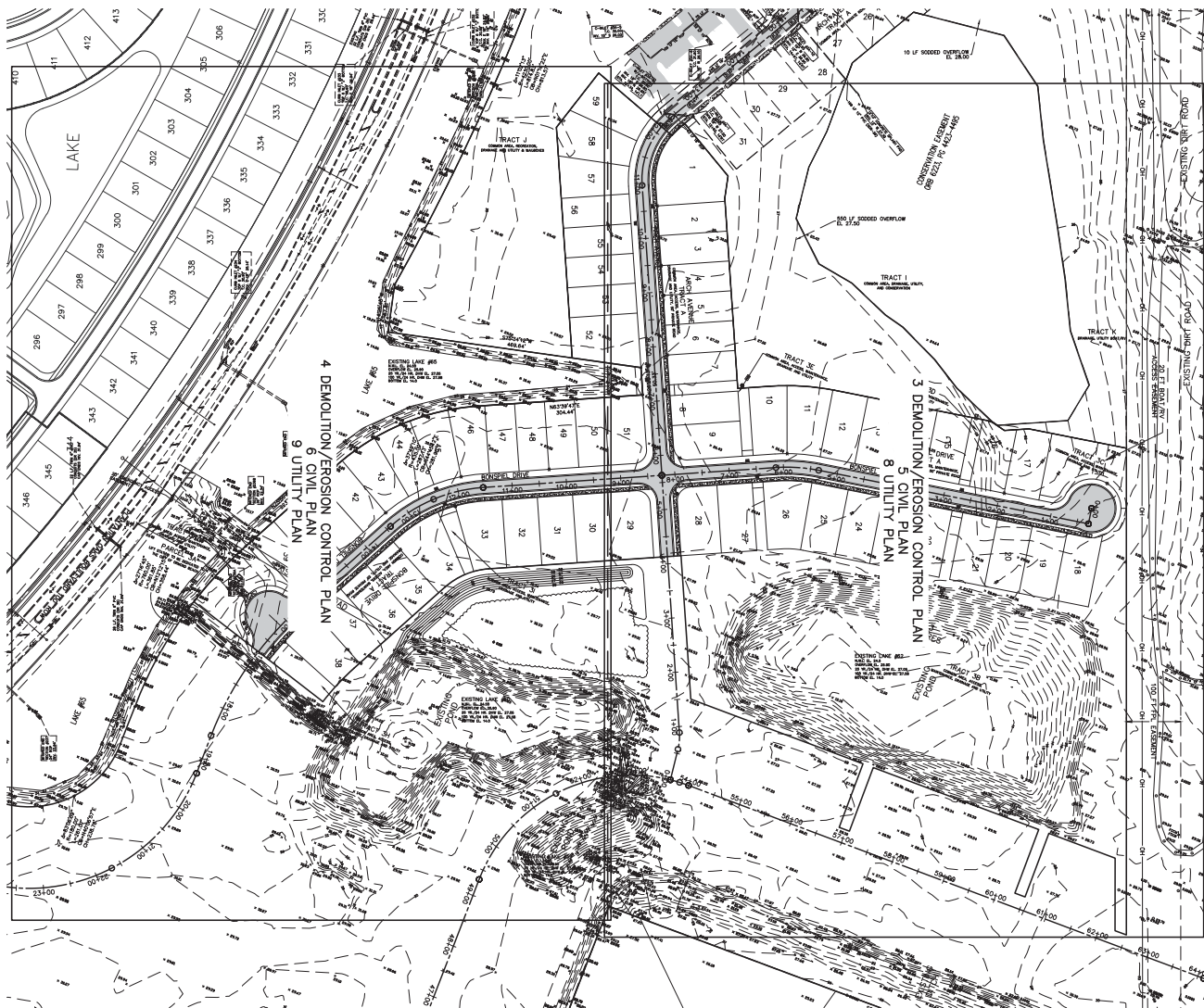
DEVELOPER/OWNER
FORESTAR (USA) REAL ESTATE GROUP INC.
CHIEF TREX, VICE-PRESIDENT
1004 GREENWOOD BLVD., SUITE 200
MILWAUKEE, WI 53246
407-250-1723
christy.v@forestar.com

PARKER MNOCHENBERG, P.E. #32645, L.A.#1131
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891
CERTIFICATE OF AUTHORIZATION #0000391C
EMAIL: info@parkermychenberg.com

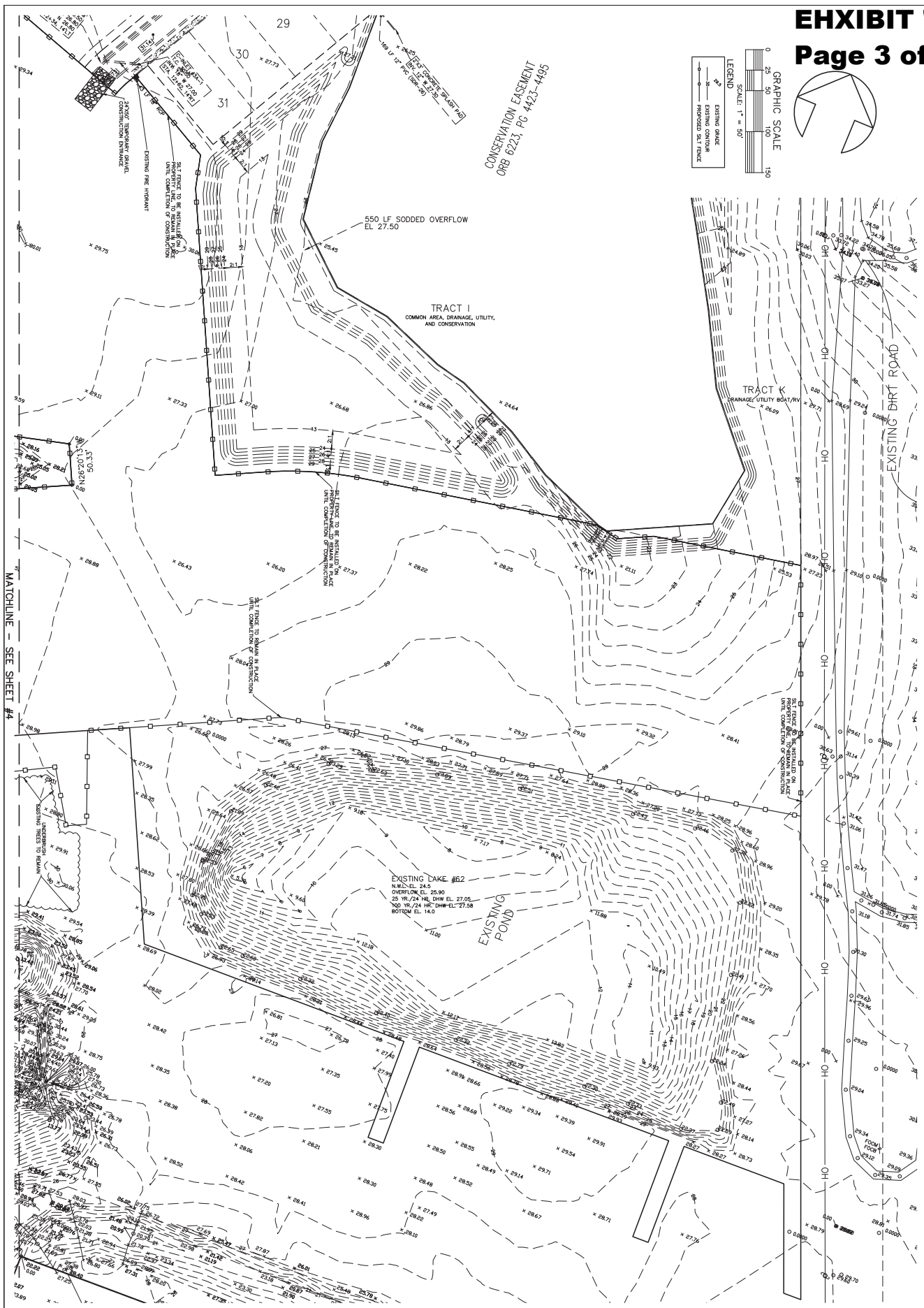
JOHNSTON S. SURVEYING INC.
RICHARD D. BROWN, P.S.M. 5700
900 CROSS PRAIRIE PARKWAY
KISSIMMEE, FLORIDA 34744
(407) 847-2179 fax (407) 847-6140
rick@surveying.com

[illegible]

MANUAL LOT SIZE 90' x 100'	
STADIUM.....	20 FEET
FRONT.....	20 FEET
REAR.....	20 FEET
SIDE CORNER NO ACCESS.....	7.5 FEET
WATERFRONT.....	20 FEET
MANUAL BUILDING HEIGHT.....	65 FEET
MANUAL SIGNAGE.....	65 FEET
MANUAL LOT IMPROVEMENTS..... 1400 @ .75%	
DRAINING DRAINAGE PUD.....	
STADIUM STADIUM STADIUM.....	15 FEET
SIDE AND CORNER NO ACCESS.....	15 FEET
FRONT YARD.....	15 FEET

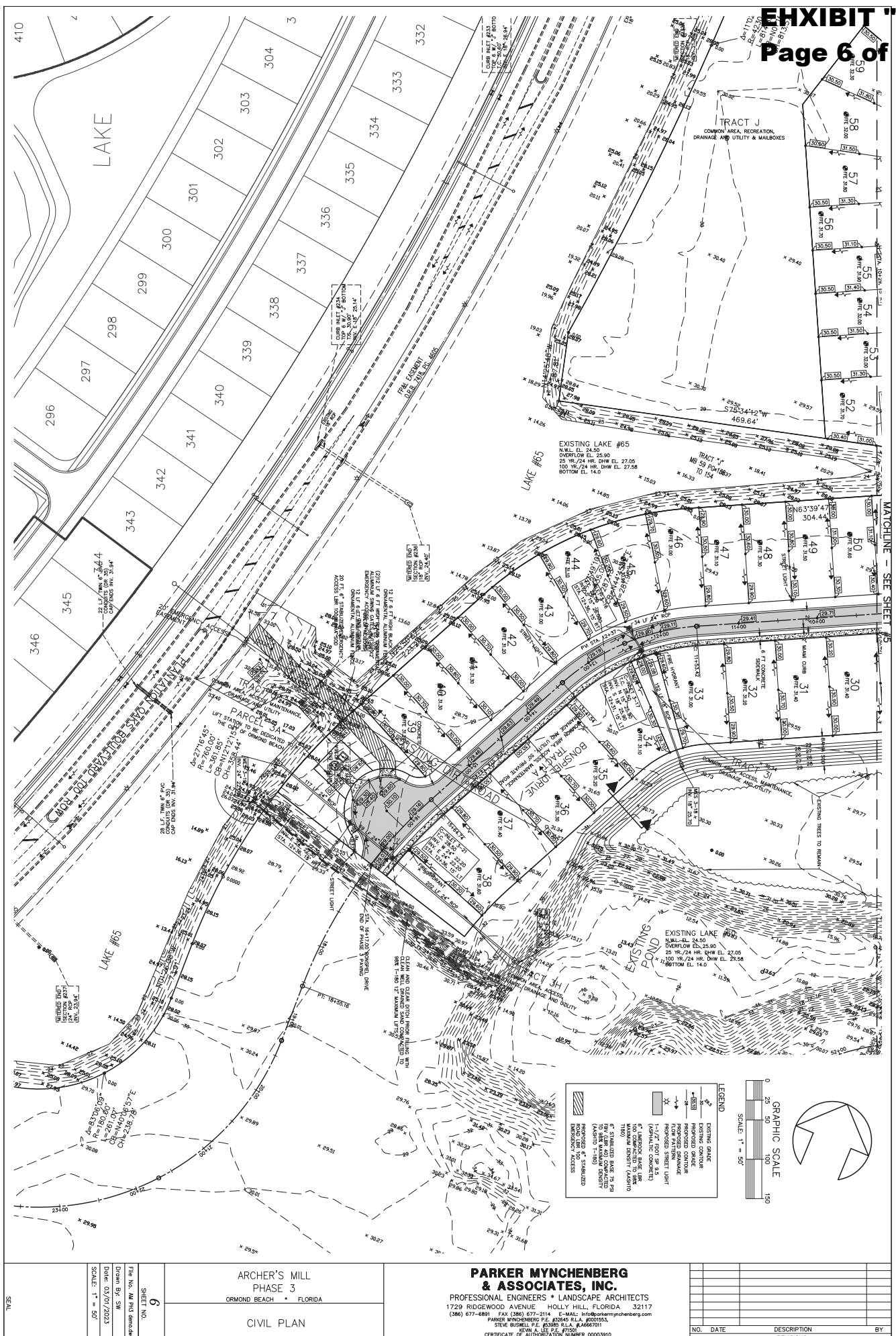


File No. AA 317 (inside) Drawn By: SW Date: 01/07/2023 SCALE: 1" = 100'	SHEET NO. 2	ARCHER'S MILL PHASE 3 ORMOND BEACH • FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #2840 R.L.A. #0001503, STEVE ROBBILL P.E. #3390 R.L.A. #A068701 JOHN A. LEE P.E. #71500 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO.	DATE	DESCRIPTION	BY
		OVERALL PLAN / KEY MAP					

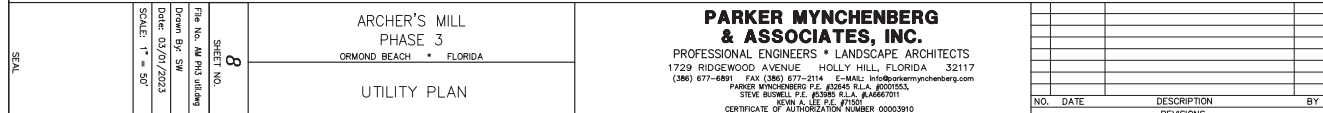


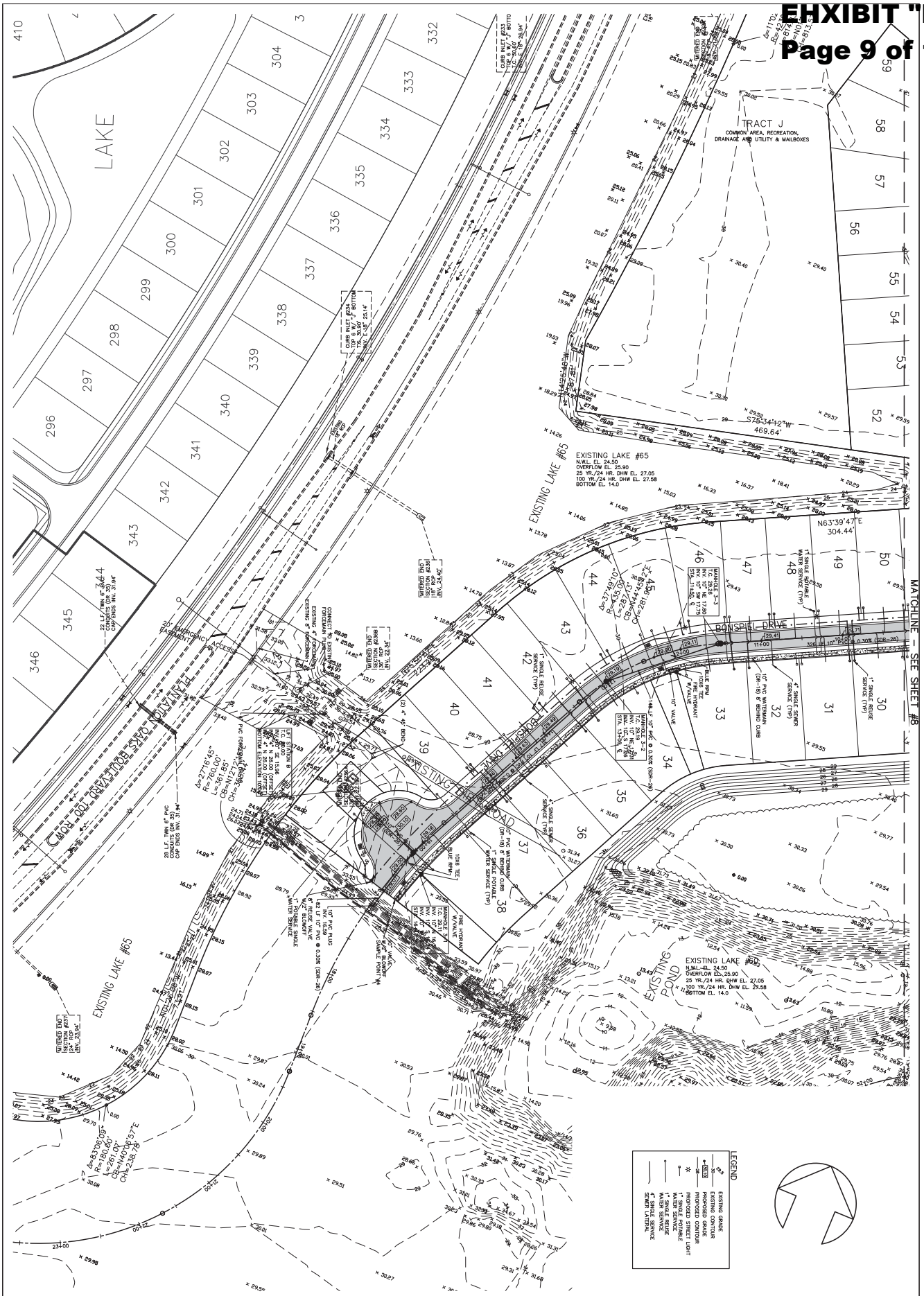
SEAL	Title No. AM PHS Demolition Drawn By: SW Date: 03/07/2023 SCALE: 1" = 50'	SHEET NO. 3	ARCHER'S MILL PHASE 3 ORMOND BEACH • FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. 63540 R.L.A. 8007053 STEVE BIVELL P.E. 63540 R.L.A. 84667011 SEVIN A. LEE, P.E. 63540 R.L.A. 84667011 CERTIFICATE OF AUTHORIZATION NUMBER 00003910																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</
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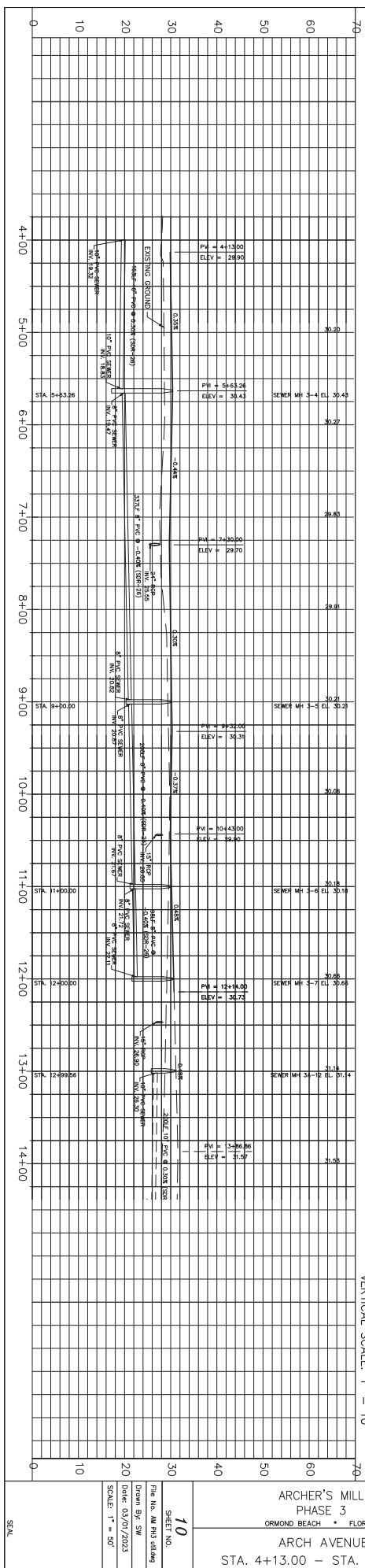




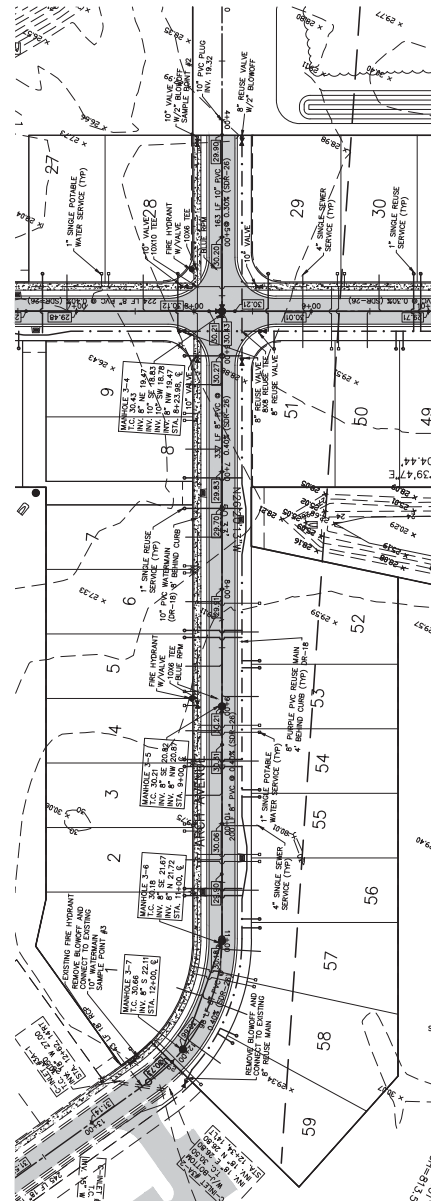
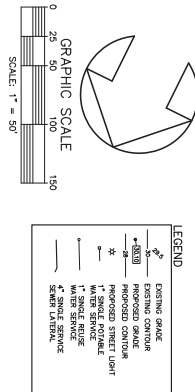




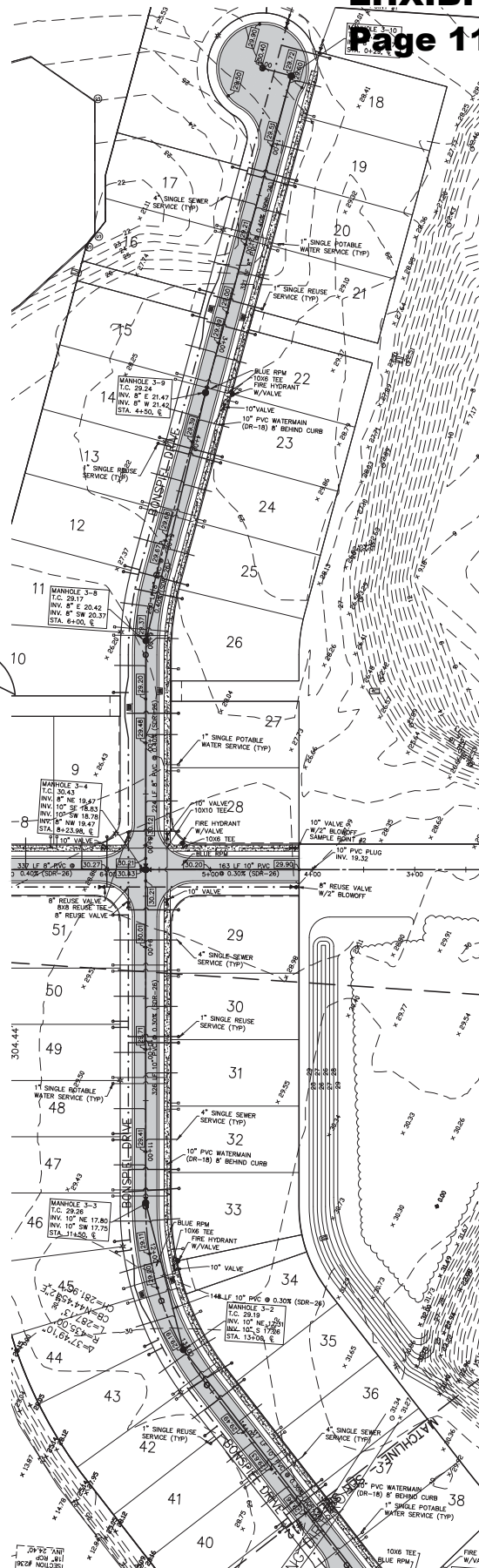
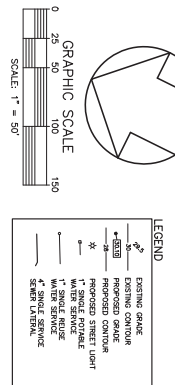
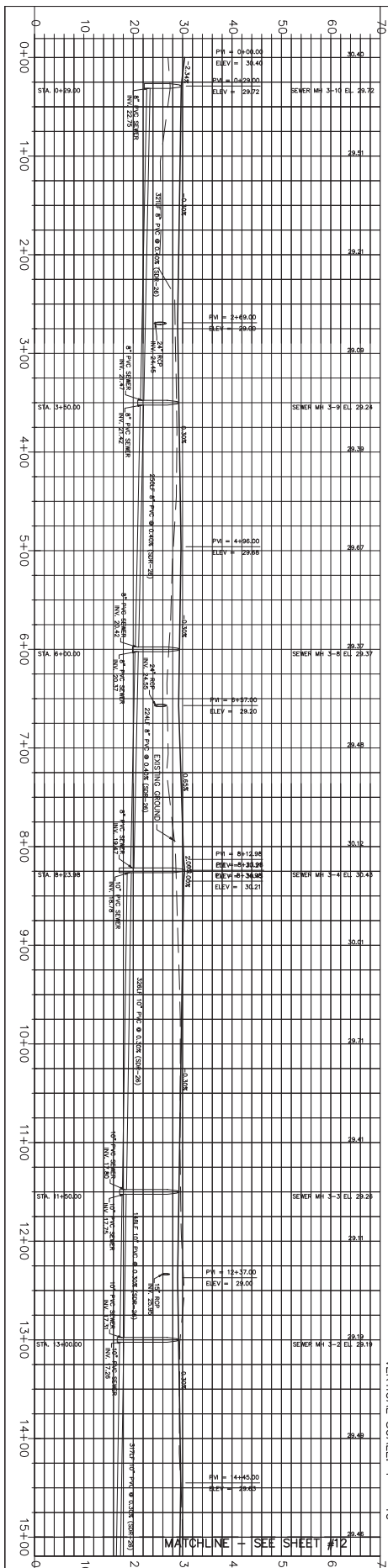
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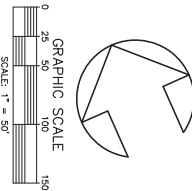
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'



SHEET NO. 10	ARCHER'S MILL PHASE 3 ORMOND BEACH • FLORIDA ARCH AVENUE STA. 4+13.00 - STA. 12+14.00	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG & ASSOCIATES, P.C. 800155 STEVE BOWELL, P.E. 80345 R.L.A. #A667011 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO. DATE DESCRIPTION BY
Plan No. AM PHD 01/20/2023 Drawn By: SW Date: 01/20/2023 SCALE: 1" = 50'			

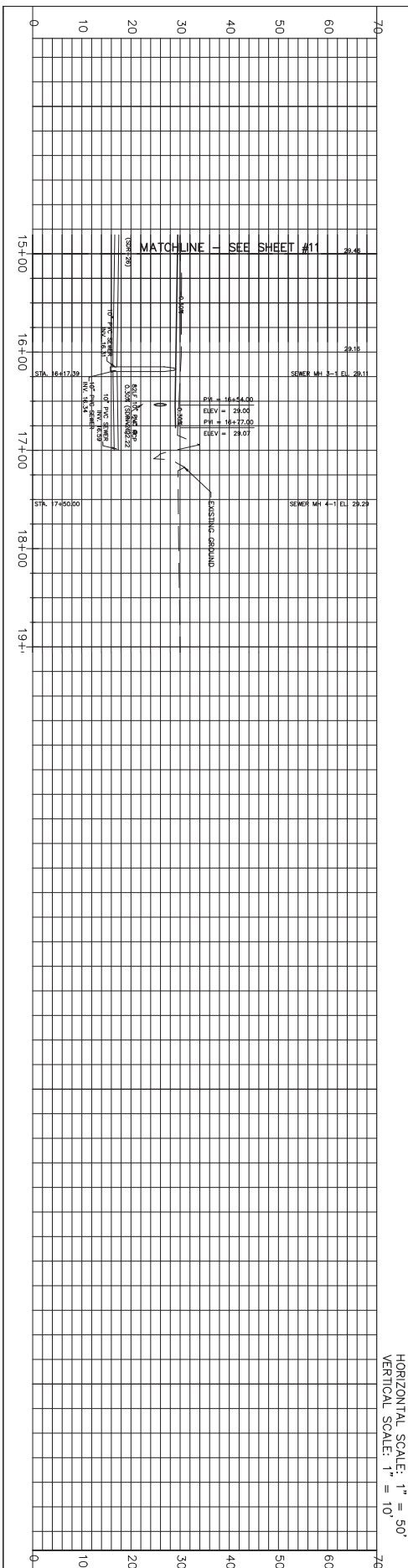


11 SHEET NO.	ARCHER'S MILL PHASE 3 ORMOND BEACH - FLORIDA	PARKER MYNCHENBERG & ASSOCIATES, INC. PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com PARKER MYNCHENBERG P.E. 00048 R.L.A. 00001003 STEVE HUBBELL P.E. 00049 R.L.A. 00007011 SEVEN A, LEE P.E. 00150 CERTIFICATE OF AUTHORIZATION NUMBER 00003910	NO.	DATE	DESCRIPTION	BY
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File No. M-115-1466 Drawn By: SW Date: 03/01/2023 SCALE: 1" = 50'						



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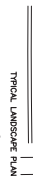
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	* SNAIL SERVICE SEWER LATERAL



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'

ARCHER'S MILL
PHASE 3
ORMOND BEACH * FLORIDA
BON SPIEL DRIVE
STA. 15+00.00 - STA. 16+77.00

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.C. #32645 R.L.A. #0001553
STEVE BUSHELL P.E. #53985 R.L.A. #A6667011
SEAN J. KELLEY P.E. #71505 R.L.A. #A6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910



ARCHER'S MILL
PHASE 3
ORMOND BEACH * FLORIDA

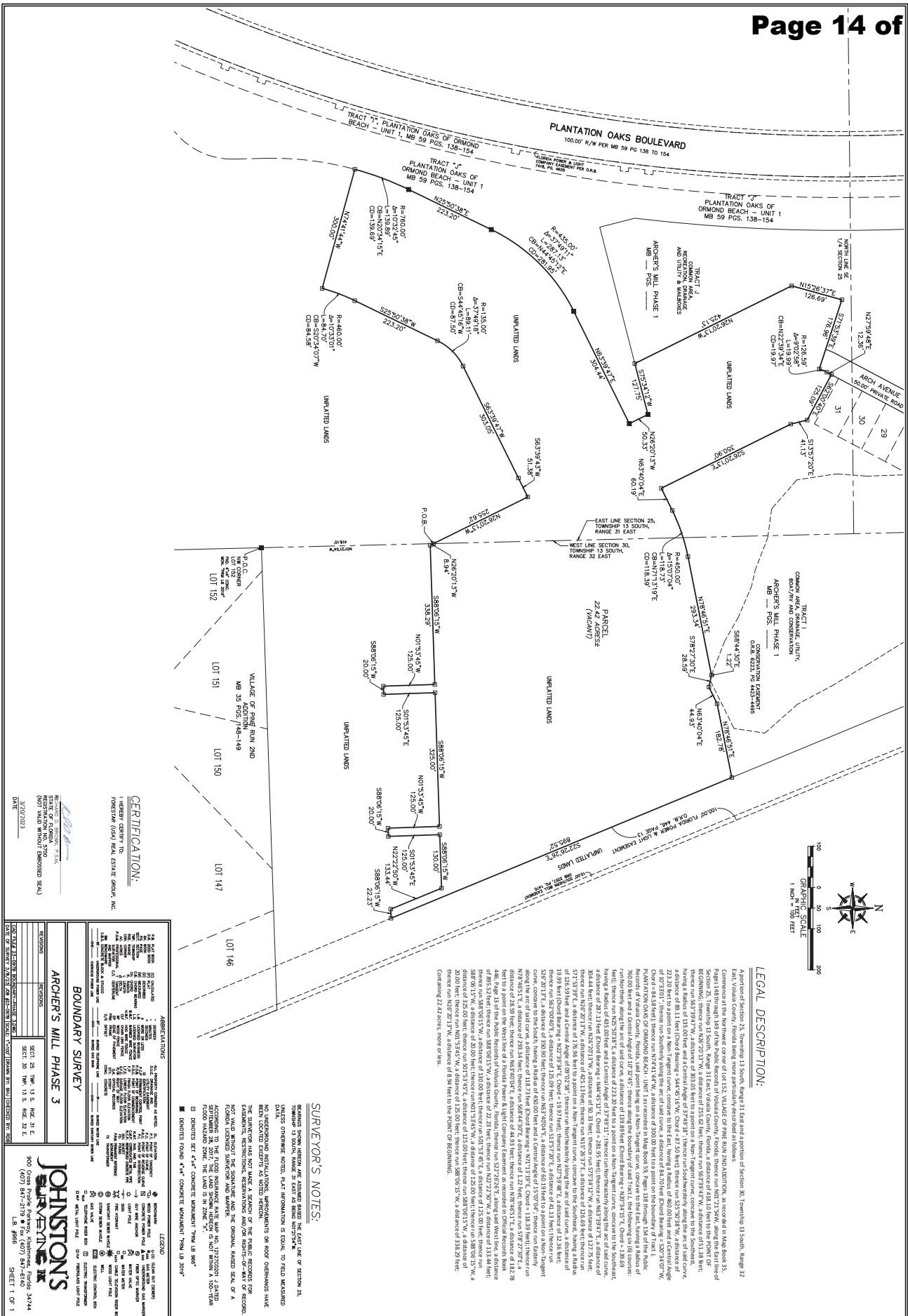
LANDSCAPE DETAILS

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
RIDGWOOD AVENUE HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSWELL P.E. #53985 R.L.A. #A666701
KEVIN A. P.E.
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

28
SHEET NO.

File No. AM PHS demo.dwg
Drawn By: SW
Date: 03/01/2023
SCALE: 1" = 100'

SEAL



STAFF REPORT

City of Ormond Beach

Department of Planning

MEETING DATE: June 8, 2023

SUBJECT: Archer's Mill, Phase 3 (Phase 3 of Plantation Oaks Planned Residential Development)

APPLICANT: Forestar USA Real Estate Group, Inc.

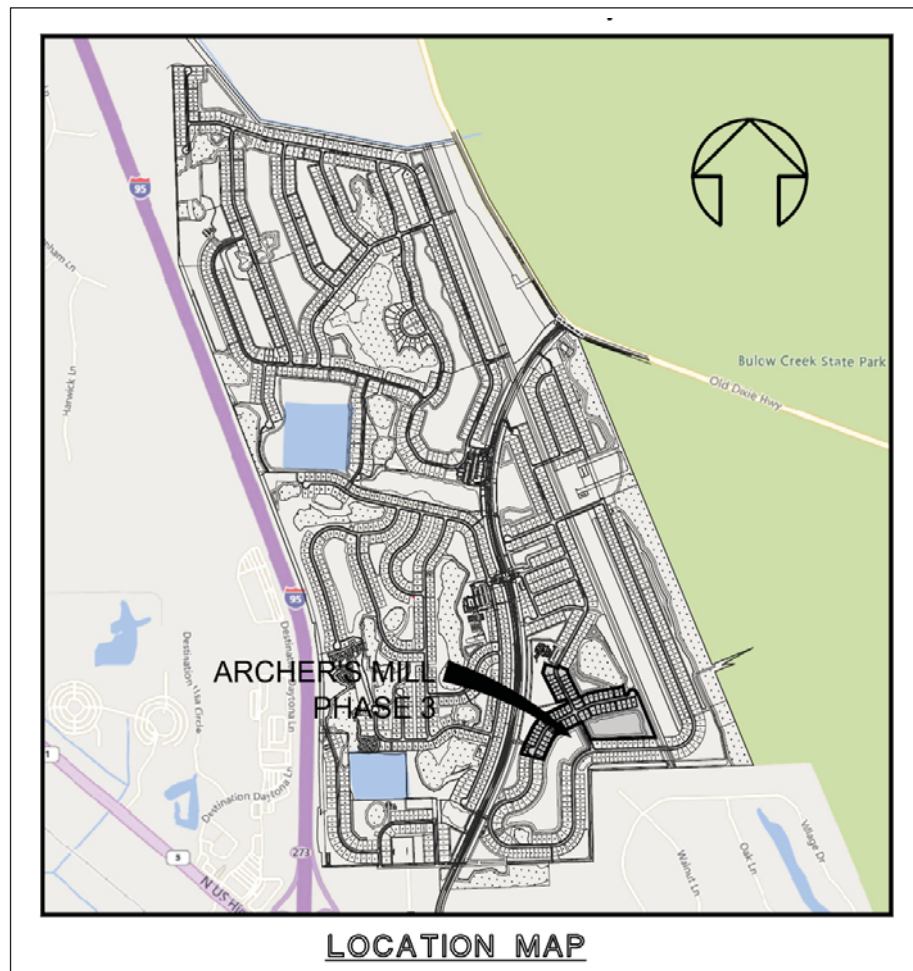
NUMBER: PP 2023-052

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is a request from Forestar USA Real Estate Group, Inc. for a preliminary plat for Archer's Mill, Phase 3 (a portion of Phase 3 of the Plantation Oaks Planned Residential Development) consisting of 59 single-family lots on 22.42 acres. The preliminary plat allows the subdivision of land consistent with the Planned Residential Development that is reviewed by the Planning Board and acted upon by the City Commission as a Resolution. The subdivision location is shown in Exhibit 1 below:

EXHIBIT 1:
Location Map



SECTION 2, BACKGROUND:

The Plantation Oaks subdivision is part of the National Gardens Development of Regional Impact (DRI) approved by Volusia County with Resolution 86-192 that authorized 3,930 residential units on 2,009 acres. The Development of Regional Impact was amended by Volusia County with Resolutions 1998-108, 2000-72, and 2001-229. Resolution 2001-229 reduced the density cap of the Development of Regional Impact to 2,115 units and reduced the Plantation Oaks Boulevard right-of-way to 100'.

The Volusia County approvals for the Plantation Oaks subdivision is as follows:

EXHIBIT 2: Volusia County approvals for the Plantation Oaks subdivision

Action/Approval date	Description
November 21, 2002 Volusia County Council Resolution 2002-199 Book 4988, Pages 140-211	Zoning approval for 1,577 residential units. Key components include: • 1,033.75 acres in subdivision. • Units were to be site built, single-family, standard dwellings on fee simple lots. • Adult community with a minimum of 80% of the residents 55 years or older. • Project agreed to pay school impact fee for all dwellings. • Established development standards. • Provided 217 acres for a golf course. • Required a 100-foot right-of-way from U.S. Highway 1 to Old Dixie Highway. • Internal roadways shall be private.
August 9, 2006 Volusia County Minor amendment Book 6281, Page 3136-3161	Utility Service Agreement for Plantation Oaks of Ormond Beach and the County of Volusia.
July 18, 2007 Volusia County Minor amendment Book 6100, Pages 2016-2020	Minor amendment to 2002 RPUD to increase the required buffer on Old Dixie Highway to 175 feet.
August 12, 2008 Volusia County Minor amendment Book 6268, Page 3768	Minor amendment to update the project construction phasing and schedule.
September 23, 2009 Volusia County Minor amendment Book 6407, Page 456-477	Minor amendment to 2002 RPUD to locate the regional wastewater treatment facility in the northwest corner of the planned development and relocate twelve (12) single-family lots from unit 1A to Unit 2.

Action/Approval date	Description
January 19, 2012 Volusia County Council Resolution 2001-229 Book 6674, Pages 2025-2069	First major amendment to 2002 RPUD to: - Delete the requirement for standard dwelling units and allowed mobile homes. - Required hardened central clubhouse for the development of manufactured homes.
December 4, 2015 Volusia County Minor amendment Resolution 2012-24 Book 7201 Pages 1720-1753	Minor amendment to 2012 RPUD to include: - Include the option of constructing Lakes and Open Space in-lieu of a Golf Course. - Revision date for the new RPUD preliminary plan. - Revises the project phasing schedule. - Revises several sections to change the project water and sewer provider from Volusia County Utilities to the City of Ormond Beach.
July 15, 2016 Volusia County Minor amendment Book 7285 Pages 4169-4175	Minor amendment to 2012 RPUD to include: - Provide alternate school site and prepay school impact fees for entire development. - Release Plantation Oaks of Ormond Beach school site and reserve Future Development Rights on the site. - Donate a 23.14 <u>14.35-acre</u> school site as indicated on the preliminary plan adjacent to Westside Elementary in the City of Daytona Beach to the Volusia County School Board, <u>and prepay the remaining school impact fee for the entire age restricted development prior to December 30, 2016 satisfying school impact fee payment for the entire 1,577 age restricted site.</u>
August 17, 2018 Volusia County Minor amendment Book 7610 Pages 240-250	Minor amendments as follows: RES #2002-199 Amendments - Amend Exhibit A "Legal Description". - Amend exhibit B "typical 65x110 lot irrigation plan" RES#2012-24 Amendment. - Exhibit C "Signage" <u>adjacent to Plantation Oaks Boulevard, north of intersection with Pennsylvania Avenue. Minimum 10-foot setback from Plantation Oaks Boulevard right-of-way, two (2) 9-foot tall brick columns with two (2) signs (1 per column), at the sales center and maintenance yard and will be monument signs, <u>or 9-foot column</u>, with a maximum copy area of 12 square feet.</u>

Action/Approval date	Description
January 10, 2019 Volusia County Minor amendment Book 7644 Pages 2820-2831	Amendments to RES#2002-199 100-foot right-of-way Median Roadway Section Typical Landscape Plan is eliminated and the addition of four specific median landscape plans for Plantation Oaks Boulevard is shown in "Exhibit C" Median Landscape As-Built Plan. Amendments to RES#2002-199 and RES#2012-24 - Development Standards - Lots adjacent to Lake #32 may provide the 15ft landscape perimeter buffer plantings prior to the issuance of a Certificate of Occupancy for single-family dwellings. - Open Space <u>Adjacent to Plantation Oaks Boulevard: allow areas to remain unplanted as to retain the existing views of Lakes #32, #47, #56, #65, #70 and #71, as delineated on Exhibit B, preliminary plan, Sheets 9 and 10, Order and Resolution #2002-199, as amended; plantings within the required 50-foot open space corridor may be completed with the construction of individual development phases; and retain the existing native vegetation adjacent to the bank areas of these lakes which do not directly front on this roadway.</u>
January 14, 2019 Volusia County Plat Plat Book 59, Pages 138-154	Plantation Oaks of Ormond Beach – Unit 1 plat – includes roadways and landscape buffers abutting Plantation Oaks Boulevard.

This table summarizes the City of Ormond Beach approvals for the overall Plantation Oaks subdivision:

EXHIBIT 3: Ormond Beach approvals for the Plantation Oaks subdivision

Action/Approval date	Description
August 18, 2015 Resolution 2015-168 Book 297155, Pages 4437-4462 Annexation Agreement	Annexation agreement was approved to serve utilities to Plantation Oaks. Annexation was required as a condition of providing utility services. The property was not contiguous and could not be annexed in 2015.

Action/Approval date	Description
October 1, 2019 Ordinance 2019-30 Book 7760 Page 3724 Annexation	Annexation of 1,055.36± acres that is the Plantation Oaks subdivision. The annexation contains a condition that the number of units allowed to be constructed until additional utility improvements are made is 427 units.
January 21, 2020 Ordinance 2019-43 Future Land Use Map	Amended the Future Land Use Map designations for the Plantation Oaks subdivision and the 11 enclaves within the First Amended Interlocal Service Boundary Agreement Area.
May 26, 2020 Ordinance 2020-016 Annexation	There are three parcels totaling 0.44± that were not included in the original annexation legal description that are owned by Plantation Oaks that were annexed on May 26, 2020.
February 2, 2021 Ordinance 2021-02 & 03 Book 7985, Page 4080	Zoning map amendment and issuance of a development order incorporating Volusia County approvals. Also deleted the age-restriction that limits residents to 55 years of age and over within Phase 1. All homes constructed within Phase 1 shall only be site built, single-family, standard dwellings on fee-simple lots, with no manufactured or mobile homes allowed.
June 7, 2022 Ordinance 2022-16 Book 8268, Page 2898	First Amendment. 1. Converted golf course in Phase 1 to add 40 lots; total 709 lots; 2. Convert golf course in Phase 3 to add 43 lots; total 524; 3. Lift age restriction in all phases except Phase 2; 4. Prohibit manufactured homes except phase 2; and 5. Convert former school area, phase 4, to 80 lots.

SECTION 3, ANALYSIS:

The site is designated “Low Density Residential” (LDR) on the city’s Future Land Use Map and is zoned PRD (Planned Residential development) incorporating the Volusia County approvals. The following table shows the surrounding land uses and zoning:

EXHIBIT 4: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
South	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
East	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)
West	Plantation Oaks	“Low Density Residential” (SLDR)	PRD (Planned Residential Development)

The Plantation Oaks subdivision has developed as follows:

EXHIBIT 5: Plantation Oaks development

Phase	Unit/Phase	Type	Lots	Status
2	A	Manufactured Home	97	Occupied, manufactured units under construction
2	B	Manufactured Home	125	Infrastructure construction underway
2	C	Manufactured Home	121	Infrastructure construction underway
2	D	Manufactured Home	84	Infrastructure construction underway
1	A (Tiger Oaks)	Single-Family	121	Preliminary Plat (Resolution 2021-100) and Final plat (Ordinance 2022-17) approved. Infrastructure construction underway
3	Phase 1 Archer’s Mill	Single-Family	94	Preliminary plat approved (Resolution 2023-32). Infrastructure construction underway
3	Phase 2 Archer’s Mill	Single-Family	68	Seeking Preliminary Plat approval

Phase	Unit/Phase	Type	Lots	Status
3	Phase 3 Archer's Mill	Single-Family	59	Seeking Preliminary Plat approval
3	Phase 4 Archer's Mill	Single-Family	111	First SPRC submittal
3	Phase 5 Archer's Mill	Single-Family	114	First SPRC submittal
3	Phase 6 Archer's Mill	Single-Family	78	First SPRC submittal

Key aspects of the Archer's Mill, Phase 3 subdivision include:

1. The subject property is a part of phase 3 of the Plantation Oaks subdivision and is required to be constructed as single-family lots.
2. The streets are required to be private streets.
3. Lots are a minimum of 50' width and 100' in depth. The plat shows typical lot dimensions of 55' by 125' and 65' by 125'.
4. Plantation Oaks Boulevard has a 50-foot landscape area abutting the residential lots that was platted with Plantation Oaks, Phase 1.
5. Phase includes an emergency access easement to Plantation Oaks Boulevard.
6. Phase includes a public lift station.
7. The subdivision setbacks/standards are:
 - A. Front = 20 feet
 - B. Rear = 20 feet
 - C. Waterfront = 20 feet
 - D. Side = 7.5 feet
 - E. Side corner = 15 feet
 - F. Height = 35 feet
 - G. Maximum building coverage = 60%
 - H. Maximum lot coverage = 75%

Subdivision process:

The process for the subdivision of land involves a two (2)-step process, as discussed below:

1. **Preliminary Plat:** After a Planned Residential Development has been approved, the applicant's engineer performs detailed work in terms of the stormwater design, utilities, lot grading, and road layout. Preliminary plats are reviewed by the Planning Board and reviewed/approved by the City Commission to ensure compliance with the approved development order for the Planned Residential Development. The review is a technical review to make the determination that the plat is consistent with the Planned Residential Development approval. There are two options for development once a preliminary plat has been approved:

Option 1 - Proceed with the application for construction for completion of the required improvements prior to recording the final plat (LDC, Section 4-18(H)(1)). When the required off-site and on-site improvements are complete, the final plat along with the records and data would be submitted by the applicant to the City Engineer and reviewed by the Site Plan Review Committee (SPRC). The final plat would be approved by the City Commission and recorded.

Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(H)(2)). With this option the applicant files surety documents guaranteeing that such improvements will be installed. All guarantees are incorporated in a bonded agreement for the construction of the required improvements in the form acceptable to the City Attorney's office. The final plat would be recorded and the applicant would then construct the improvements.

2. **Final Plat:** The final plat is a legal document that is reviewed by an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Both the Planning Board and the City Commission would review the final plat.

SECTION 4, CONCLUSION:

Section 4-17, Preliminary plat approval procedures, of the Land Development Code establishes the preliminary plat process. Per Section 4-17 of the Land Development Code, the following should be considered in the review of the preliminary plat:

- (1) All preliminary plat and plans shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats and plans.**

The preliminary plat plans, ATTACHMENT 3, have been prepared by a Florida licensed surveyor. The subdivision construction drawings, ATTACHMENT 4, have been prepared by a Florida licensed professional engineer.

- (2) Required information including site and development data, development plan, and master road and utilities layout plan.**

ATTACHMENT 4, includes the required site plan information including utilities, stormwater and roadway layout and construction. The outstanding Site Plan Review Committee (SPRC) comments in ATTACHMENT 1 would need to be resolved to do any SPRC approval or site construction.

(3) Consistency with the approved development order or zoning district for the property under application.

The latest amendment for the Plantation Oaks Planned Residential Development is included in ATTACHMENT 5 and the proposed preliminary plat is consistent with the zoning approval.

(4) Consistency with the provisions of the Land Development Code.

The property is designated "Low Density Residential" on the City's Future Land Use Map. The proposed preliminary plat is consistent with the land use designation and the City's Comprehensive Plan. The subdivision is part of a master planned subdivision and will not adversely impact environmentally sensitive lands or natural resources. There is adequate capacity in the public infrastructure to serve this project. Plantation Oaks Boulevard was constructed by the applicant. There are adequate water and sewer services to the subdivision. The preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and Plantation Oaks Planned Residential Development.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the preliminary plat for 59 single-family lots on 22.42 acres. The preliminary plat is consistent with the approved Planned Residential Development zoning.

Attachments:

- Attachment 1: Site Plan Review Committee outstanding comments
- Attachment 2: Location map and overall Plantation Oaks subdivision map
- Attachment 3: Preliminary plat
- Attachment 4: Subdivision construction plans
- Attachment 5: Ordinance 2202-16, Plantation Oaks PRD Amendment

ATTACHMENT 1

Site Plan Review Committee outstanding comments

Project Name: PZ-23-052

Project Description: Archer's Mill, Phase 3 (Plantation Oaks - Phase 3) - 59 lots on 22.42 acres

Review Comments List Date: 5/29/2023

Ref. # 27, Civil Engineer, David Allen, 5/23/23 8:59 AM, Cycle 1, Unresolved

Markup: Civil-Stormwater Management, C002-OVERALL.pdf

Provide the documentation for Archer Mills Phases for the stormwater design and peak stages.

Ref. # 28, Civil Engineer, David Allen, 5/23/23 8:59 AM, Cycle 1, Unresolved

Markup: Civil-Stormwater Ponds, C002-OVERALL.pdf

Do these two pond interconnect?

Ref. # 29, Civil Engineer, David Allen, 5/23/23 9:10 AM, Cycle 1, Unresolved

Markup: Civil-Tract 3E, C005-CIVIL.pdf

Based on the elevations this area appears to be a wet detention. If so, provide all the pond information that is normally shown, NWL, DHW, etc.

Ref. # 30, Civil Engineer, David Allen, 5/23/23 9:10 AM, Cycle 1, Unresolved

Markup: Civil-Future Connections, C005-CIVIL.pdf

Is the irregular shape of the property line for future connections to this lake?

Ref. # 31, Civil Engineer, David Allen, 5/23/23 9:10 AM, Cycle 1, Unresolved

Markup: Civil-Discharge , C005-CIVIL.pdf

Does this pond have a control structure for the PAV?

Ref. # 32, Civil Engineer, David Allen, 5/23/23 9:10 AM, Cycle 1, Unresolved

Markup: Civil-Hydraulic Grade Line, C005-CIVIL.pdf

Provide hydraulic grade line calculation use the 25-year 24-hour peak stage as the tailwater elevation.

Ref. # 35, Civil Engineer, David Allen, 5/23/23 3:51 PM, Cycle 1, Unresolved

Markup: Civil-Access Roadway, C006-CIVIL.pdf

Please recheck the side slopes of the access roadway. The elevation of the stabilized roadway, 32.0 as compared to the top of the MES, (invert 22.34 + 3'=25.34) this difference, 7 feet at a distance of 8' to 10' seems very steep. Will there be a stabilized shoulder?

Ref. # 36, Civil Engineer, David Allen, 5/23/23 3:51 PM, Cycle 1, Unresolved

Markup: Civil-MES Invert, C006-CIVIL.pdf

Provide reason for the invert of the MES to be below the flowline of the swale

Ref. # 37, Civil Engineer, David Allen, 5/23/23 3:51 PM, Cycle 1, Unresolved

Markup: Civil-Lake #65, C006-CIVIL.pdf

Please add the Peak Stage and the normal Water Level.

Ref. # 38, Civil Engineer, David Allen, 5/23/23 3:51 PM, Cycle 1, Unresolved

Markup: Civil-Pipe Slope, C006-CIVIL.pdf

Please recheck the pipe slope of the 24" pipe from C-Inlet 3-21 to MES 3-19. The 0.20/202 If and the pipe will have water standing based on the NWL of the lakes. How will this pipe be maintained?

Ref. # 1, Landscape Architect, Cara Culliver, 5/4/23 9:39 AM, Cycle 1, Unresolved

Markup: Create An Information Sheet, C028-LANDSCP.pdf

- Please create an information sheet, 28A and put the typical lot planting & irrigation which needs to be to scale and include plant list to this sheet.

Ref. # 2, Landscape Architect, Cara Culliver, 5/4/23 9:39 AM, Cycle 1, Unresolved

Markup: Sheet Title, C028-LANDSCP.pdf

- Please title this sheet Overall Lot Landscape Plan.

Ref. # 3, Landscape Architect, Cara Culliver, 5/4/23 9:44 AM, Cycle 1, Unresolved

Markup: Minimum Tree Requirements Site Data Chart - Sheet 28A, C028-LANDSCP.pdf

- Phase 3 = 22.420 Acres = 976,615.20 SF/2500 = 391 Required Trees

- Please show how this requirement is being met. Please provide data to show where these tree numbers are coming from with this Phase 3 parcel.

- On the chart provide the total Lot Trees.

Ref. # 4, Landscape Architect, Cara Culliver, 5/4/23 9:47 AM, Cycle 1, Unresolved

Markup: Lot Trees Chart, C028-LANDSCP.pdf

- Please add a title to this chart.

- Please round up (.5 & greater round up) the tree numbers, for example Lot 1 = 6 Required trees, etc...

Ref. # 5, Landscape Architect, Cara Culliver, 5/4/23 9:50 AM, Cycle 1, Unresolved

Markup: Lot 25, C028-LANDSCP.pdf

- Lot 25 = 8,272 SF, please correct

Ref. # 6, Landscape Architect, Cara Culliver, 5/4/23 10:11 AM, Cycle 1, Unresolved

Markup: Note #3, C028-LANDSCP.pdf

- Please remove the note #3 as this pertains to Phase 1. This is a 15' foot perimeter boundary and not an internal one.

Ref. # 7, Landscape Architect, Cara Culliver, 5/4/23 10:13 AM, Cycle 1, Unresolved

Markup: Typical Lot Planting Plan, C028-LANDSCP.pdf

- Please move over the MG in the rear yard as this is on top of the proposed IA.

Ref. # 8, Landscape Architect, Cara Culliver, 5/4/23 10:28 AM, Cycle 1, Unresolved

Markup: Lift Station, C028-LANDSCP.pdf

- Please provide screening around the lift station.

Ref. # 9, Landscape Architect, Cara Culliver, 5/4/23 10:35 AM, Cycle 1, Unresolved

Markup: Plant List, C028-LANDSCP.pdf

- The IA is native, please mark with (*).

- Might want to make the MG, the Little Gem cultivar as this tree will become massive and will be to big for this size lot.

Ref. # 10, Landscape Architect, Cara Culliver, 5/4/23 10:53 AM, Cycle 1, Unresolved

Markup: 15' Buffer Note, C028-LANDSCP.pdf

- Please remove this buffer note, as not applicable with this project phase.

Ref. # 25, Planner 2, Sarah Cushing, 5/12/23 1:50 PM, Cycle 1, Unresolved

Markup: Planning - plat note, C000-PLAT.pdf

See comment regarding note 19 on plat of Archers Mills, Phase 2. If that note is referencing the 10-foot the D.U.E. in the front of all the properties should it also be included in this plat?

Ref. # 26, Planner 2, Sarah Cushing, 5/12/23 1:51 PM, Cycle 1, Unresolved

Markup: Planning - plat note 14, C000-PLAT.pdf

Once street names are verified with County, please double check and ensure they match on Note 14 of the plat.

Ref. # 15, Utility 1, Mike Stephenson, 5/11/23 1:46 PM, Cycle 1, Unresolved

Markup: Float Levels , C025-DETAILS.pdf

Current Float Level EL's are showcased below bottom of wetwell. Please revise

Ref. # 16, Utility 1, Mike Stephenson, 5/11/23 1:46 PM, Cycle 1, Unresolved

Markup: Add 3 ft dimension callout, C025-DETAILS.pdf

City staff would like the wetwell, valve vault, and control panel approximately 3 feet off of the back fence line. Please add a callout to notate such.

Ref. # 18, Utility 1, Mike Stephenson, 5/11/23 1:54 PM, Cycle 1, Unresolved

Markup: Force Main Sizing Clarification, C025-DETAILS.pdf

Sheet C009 calls out force main being 4-inches in size, where sheet C025 implies force main being 6-inches in size. Please review and advise.

Ref. # 19, Utility 1, Mike Stephenson, 5/11/23 1:56 PM, Cycle 1, Unresolved

Markup: Add liner to manhole 3-1, C009-UTILITY.pdf

Add a liner to manhole 3-1, which is upstream of the lift station

Ref. # 20, Utility 1, Mike Stephenson, 5/11/23 1:56 PM, Cycle 1, Unresolved

Markup: Force Main Valve, C009-UTILITY.pdf

Please advise if a force main valve would be needed for construction purposes to isolate the proposed line for the existing system, which I assume will be left on during construction.

Ref. # 21, Utility 1, Mike Stephenson, 5/11/23 2:00 PM, Cycle 1, Unresolved

Markup: Cadd Layering, C009-UTILITY.pdf

I assume the large black circles with an empty inside are meant to showcase the station and offsets. Is it possible, however, to adjust the layering? Somewhat confusing and the thick line layer blends in with the proposed gravity system

Ref. # 23, Utility 1, Mike Stephenson, 5/11/23 2:24 PM, Cycle 1, Unresolved

Markup: Bonspiel Drive WM Clarification, C008-UTILITY.pdf

Please advise on intent of water main along Bonspiel Drive to the east of lot 22. Is the intent for the water main to connect to future development to the east ? I believe a lake is proposed to the east. If it is a dead end, utilities would prefer to see an 8-inch x 2-inch reducer after the hydrant for water quality purposes. Keep a blow off with valve at the end of the line.

Ref. # 24, Utility 1, Mike Stephenson, 5/12/23 12:03 PM, Cycle 1, Unresolved

Markup: Pump Selection, C025-DETAILS.pdf

The proposed pumps, according the pump station calculations, are specified as NP 3153. The City currently has NP 3153 pumps with impellers of : 274, 275, 462, 263, and 465 in use elsewhere in the City's service area. Requesting EOR to coordinate model number of proposed pumps and impellers with Flygt and City staff. Preference is to have the proposed model with impellers match any of the other current numbers if feasible. Purpose is to reduce the amount of spare configurations the City needs to keep on hand if possible

ATTACHMENT 2

Location map and overall
Plantation Oaks subdivision
map

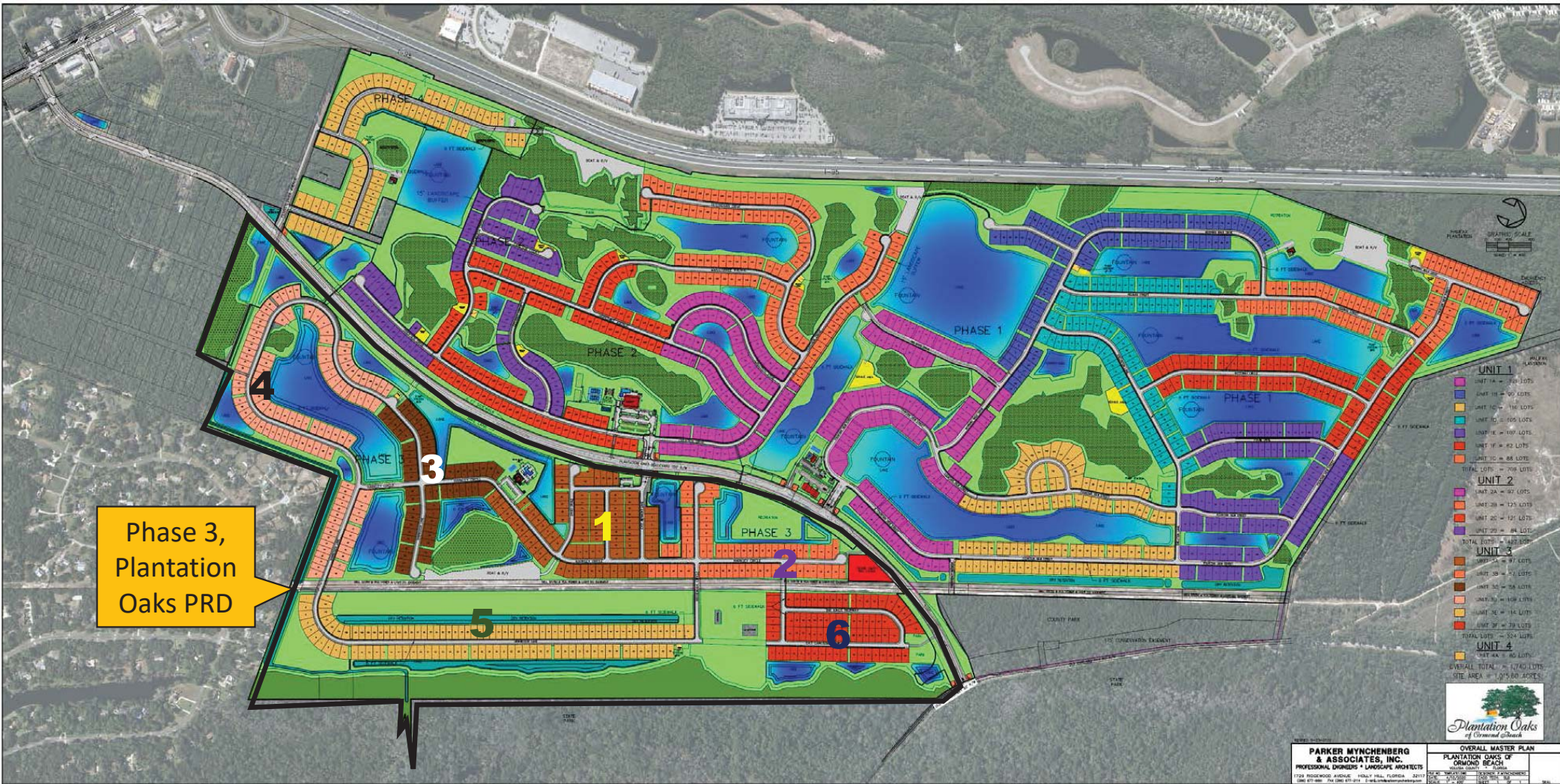


AERIAL MAP ARCHER'S MILL - PHASE 3

Prepared By: The City of Ormond Beach
G.I.S. Department - May 15, 2023



Phase 3, Plantation Oaks Planned Residential Development – Archer's Mill phasing



ATTACHMENT 3

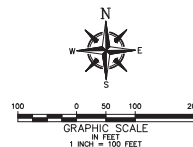
Preliminary Plat

ARCHER'S MILL PHASE 3

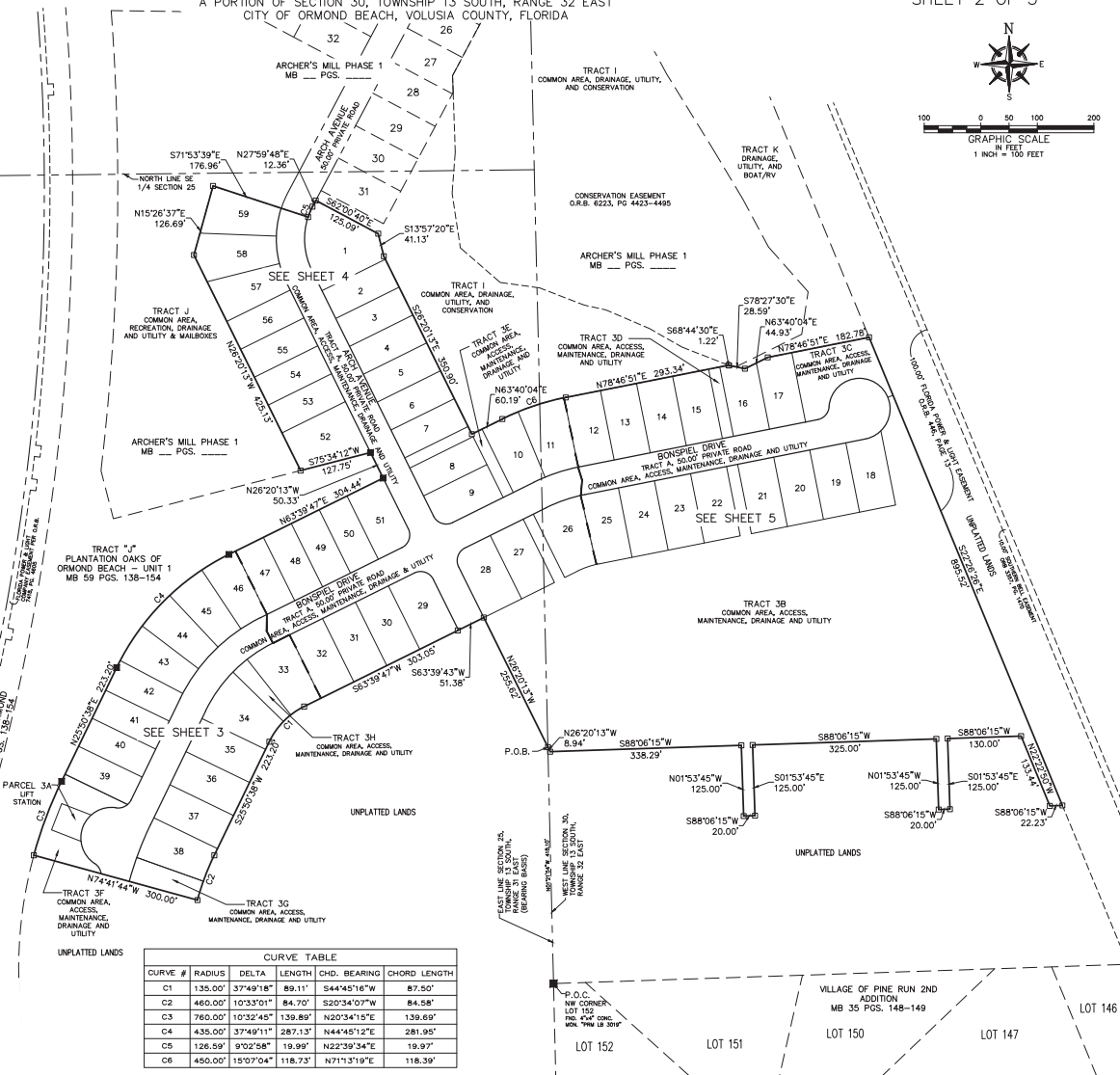
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 2 OF 5



PLANTATION OAKS BOULEVARD
100.00' R/L R/R MB 59 PG 138 TO 154
TRACT 11 PLANTATION OAKS OF ORMOND BEACH - UNIT 1 MB 59 PGS. 138-154



CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	135.00'	37°49'18"	89.11'	S44°45'16"W	87.50'
C2	460.00'	10°33'01"	84.70'	S20°34'07"W	84.58'
C3	760.00'	10°32'45"	139.89'	N20°34'15"E	139.69'
C4	435.00'	37°49'11"	287.13'	N44°45'12"E	281.95'
C5	126.59'	9°02'58"	19.99'	N22°39'34"E	19.97'
C6	450.00'	15°07'04"	118.73'	N71°31'19"E	118.39'

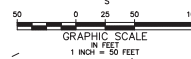
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SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

ARCHER'S MILL PHASE 3

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____

SHEET 3 OF 5



PLANTATION OAKS BOULEVARD
100.00' R/W PER MB 59 PGS 138 TO 154

TRACT 1
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 2
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 3
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 4
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 5
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 6
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 7
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 8
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 9
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 10
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 11
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 12
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 13
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 14
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 15
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 16
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 17
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 18
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 19
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 20
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 21
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 22
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 23
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

TRACT 24
PLANTATION OAKS OF
ORMOND BEACH - UNIT 1
MB 59 PGS 138-154

UNPLATTED LANDS

LINE TABLE		
LINE #	DIRECTION	LENGTH
L2	N68°44'19"W	56.23'
L3	N21°15'41"E	50.00'
L4	S68°44'19"E	56.11'

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	135.00'	37°49'18"	89.11'	S44°45'16"W
C2	460.00'	10°33'01"	84.70'	S20°34'07"W
C3	760.00'	10°32'45"	139.69'	N20°34'15"E
C4	435.00'	37°49'11"	287.13'	N44°45'12"E
C9	285.00'	37°49'11"	188.12'	S44°45'12"W
C10	610.00'	10°32'52"	112.30'	S20°34'11"W
C11	610.00'	5°54'07"	62.84'	S18°14'48"W
C12	610.00'	4°38'45"	49.46'	S23°31'15"W
C34	25.00'	90°00'00"	39.27'	N71°20'13"W
C35	260.00'	37°49'11"	171.62'	S44°45'12"W
C36	260.00'	1°15'56"	53.84'	S57°43'50"W
C37	260.00'	7°23'43"	33.56'	S48°06'01"W
C38	260.00'	18°33'33"	84.22'	S35°07'23"W
C39	135.00'	11°52'03"	27.96'	S57°43'54"W
C40	135.00'	7°23'43"	17.42'	S48°06'01"W
C41	135.00'	18°33'33"	43.73'	S35°07'23"W
C42	460.00'	6°12'07"	49.79'	S22°44'34"W
C43	460.00'	4°20'54"	34.91'	S17°28'03"W
C44	585.00'	10°32'52"	107.70'	S20°34'11"W
C45	585.00'	6°11'58"	63.30'	S22°44'38"W

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C46	585.00'	4°20'55"	44.40'	S17°28'12"W
C47	25.00'	49°50'28"	21.75'	N31°55'06"W
C48	54.00'	155°44'39"	146.79'	S21°02'00"W
C49	25.00'	73°03'42"	31.88'	N62°22'28"E
C50	54.00'	50°23'00"	47.49'	S31°38'50"E
C51	54.00'	55°09'26"	51.98'	S21°07'23"W
C52	54.00'	50°12'14"	47.32'	S73°48'12"W
C53	25.00'	49°42'38"	21.69'	N74°03'00"E
C54	25.00'	23°21'04"	10.19'	N37°31'09"E
C55	310.00'	37°49'11"	204.62'	S44°45'12"W
C56	310.00'	1°15'25"	10.08'	S26°48'19"W
C57	310.00'	9°33'28"	51.71'	S32°28'46"W
C58	310.00'	9°33'30"	51.72'	S42°02'15"W
C59	310.00'	9°33'32"	51.72'	S51°35'46"W
C60	310.00'	7°17'15"	39.43'	S60°01'10"W
C61	435.00'	1°15'43"	14.14'	S26°46'28"W
C62	435.00'	9°33'31"	72.57'	S32°29'06"W
C63	435.00'	9°33'32"	72.57'	S42°02'37"W
C64	435.00'	9°33'34"	72.58'	S51°36'10"W
C65	435.00'	7°16'51"	55.28'	S60°01'22"W

EAST LINE SECTION 25,
TOWNSHIP 13 SOUTH,
RANGE 31 EAST
(ORANGE COUNTY)

WEST LINE SECTION 30,
TOWNSHIP 13 SOUTH,
RANGE 32 EAST

P.O.C.
NW CORNER
LOT 150
PER P&P CONC.
MB 35 PGS 148-149

VILLAGE OF PINE RUN 2ND
ADDITION
MB 35 PGS. 148-149

LOT 152

JOHNSTON'S
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900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
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ARCHER'S MILL PHASE 3

A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____

SHEET 4 OF 5



GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

PLANTATION OAKS BOULEVARD
100.00' R/W PER MB 59 PG 138-154

TRACT "I" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "J" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

DEEP LANDSCAPE BUFFER EASEMENT

NORTH LINE SE
1/4 SECTION 25

15.00' UTILITY EASEMENT
PER MB 59 PGS. 138-154

15.00' UTILITY EASEMENT
PER MB 59 PGS. 138-154

CONSERVATION EASEMENT
O.R.B. 6223, PG 4423-4495

TRACT I
COMMON AREA, DRAINAGE, UTILITY,
AND CONSERVATION

ARCHER'S MILL PHASE 1
MB 59 PGS. 138-154

ARCHER'S MILL PHASE 1
MB 59 PGS. 138-154

15.00' LANDSCAPE BUFFER EASEMENT
PER MB 59 PGS. 138-154

TRACT "J" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "A" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "B" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "C" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "D" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "E" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "F" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "G" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "H" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "I" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

TRACT "J" OF
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
MB 59 PGS. 138-154

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C5	128.59'	9°02'58"	19.99'	N22°39'34"E	19.97'
C6	450.00'	15°07'04"	118.73'	N71°13'19"E	118.39'
C7	150.00'	44°26'33"	116.35'	S04°06'56"E	113.46'
C8	300.00'	15°07'04"	79.18'	N71°03'31"E	78.93'
C13	125.00'	44°26'33"	96.86'	S04°06'56"E	94.55'
C14	325.00'	15°07'04"	85.75'	S71°13'31"W	85.50'
C15	325.00'	3°55'00"	22.22'	S65°37'29"W	22.21'
C16	325.00'	10°48'39"	61.32'	S72°59'19"W	61.23'
C17	325.00'	0°23'24"	2.21'	S78°35'21"W	2.21'
C18	450.00'	3°54'12"	30.66'	S65°36'53"W	30.65'
C19	450.00'	10°48'42"	84.91'	S72°58'20"W	84.79'
C20	450.00'	0°24'10"	3.16'	S78°34'46"W	3.16'
C21	25.00'	89°58'49"	39.27'	S71°20'07"E	35.35'
C27	150.00'	15°07'04"	39.58'	S71°13'31"W	39.46'
C28	150.00'	1°35'45"	4.18'	S77°59'10"W	4.18'
C29	150.00'	1°33'19"	35.40'	S70°25'36"W	35.32'
C30	275.00'	15°07'04"	72.56'	S71°13'31"W	72.35'
C31	275.00'	1°35'45"	7.66'	S77°59'10"W	7.66'
C32	275.00'	1°33'19"	64.80'	S70°25'36"W	64.75'
C33	25.00'	90°00'11"	39.27'	S18°39'53"W	35.36'
C34	25.00'	90°00'00"	39.27'	N71°20'13"W	35.36'
C66	25.00'	90°00'00"	39.27'	N18°39'47"E	35.36'
C67	175.00'	44°26'33"	135.74'	S04°06'56"E	132.38'
C68	175.00'	11°59'09"	36.61'	S20°20'38"E	36.54'
C69	175.00'	16°03'53"	49.07'	S06°19'07"E	48.91'
C70	175.00'	16°23'31"	50.07'	S09°54'35"W	49.90'

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ARCHER'S MILL PHASE 3

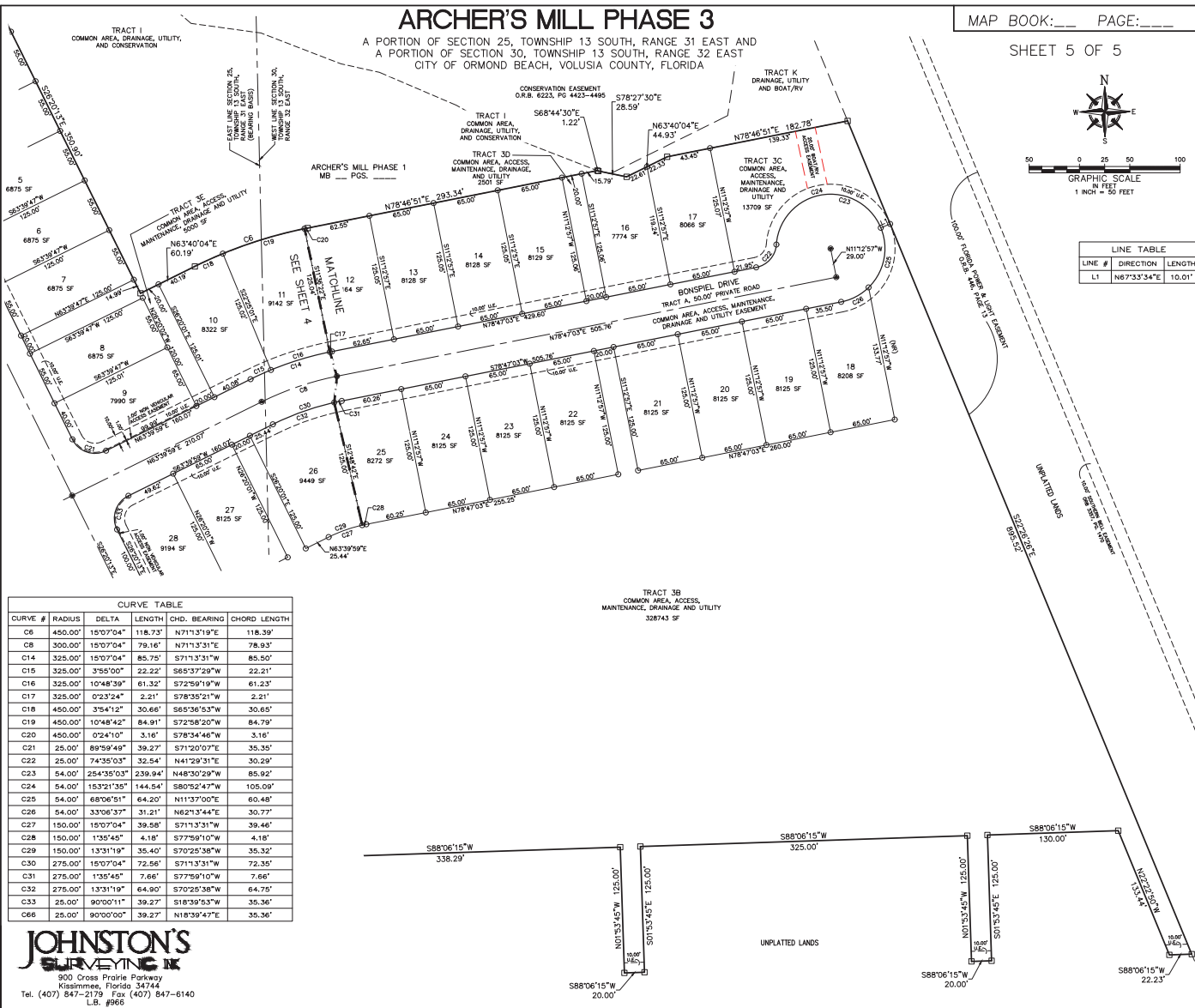
A PORTION OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST AND
A PORTION OF SECTION 30, TOWNSHIP 13 SOUTH, RANGE 32 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK:___ PAGE:___

SHEET 5 OF 5



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N67°33'34"E	10.01'



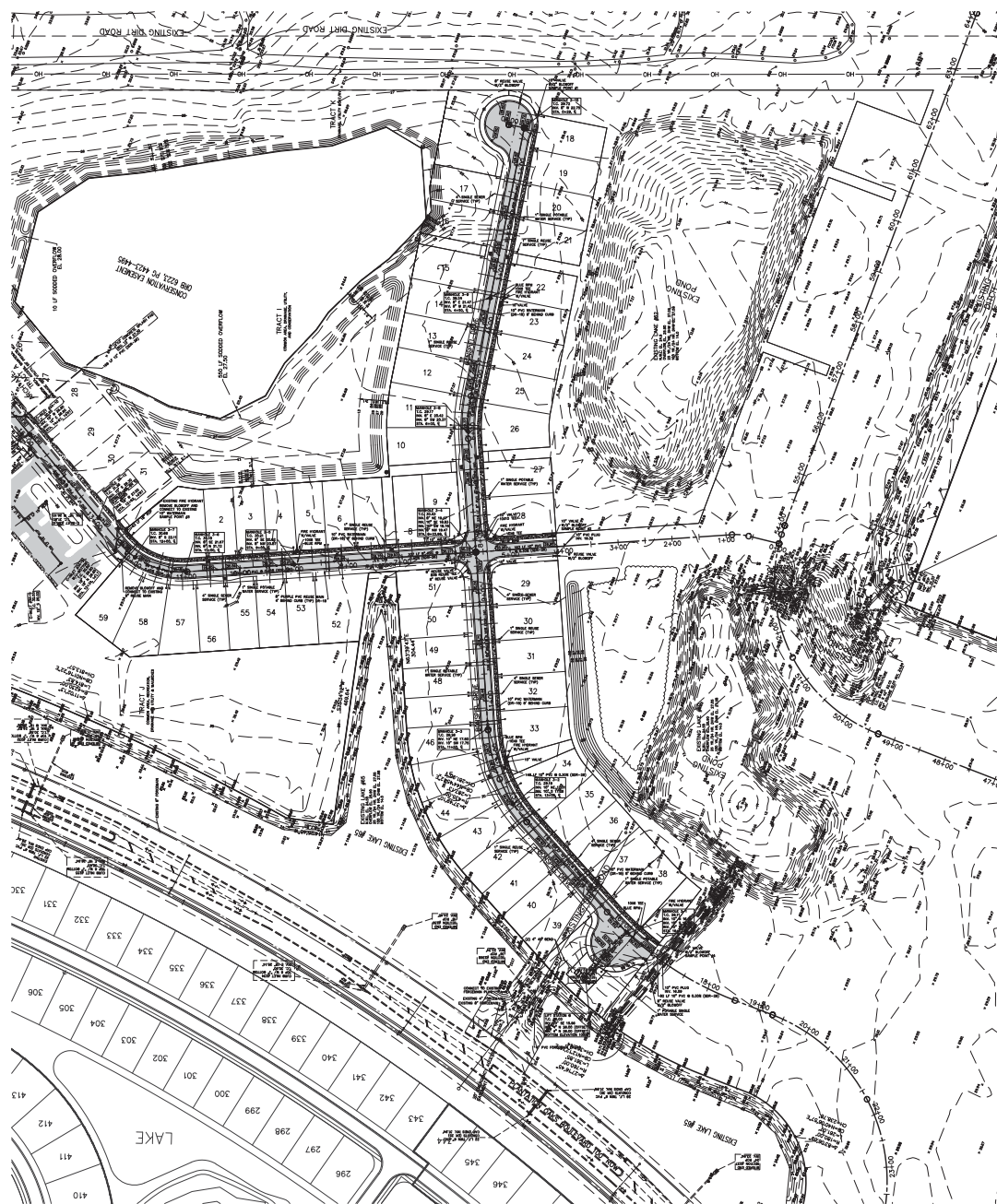
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C5	450.00'	15°07'04"	118.73'	N71°13'19"E	118.39'
C8	300.00'	15°07'04"	79.16'	N71°13'31"E	78.93'
C14	325.00'	15°07'04"	85.75'	S71°13'31"W	85.50'
C15	325.00'	3°56'00"	22.22'	S85°37'29"W	22.21'
C16	325.00'	10°48'39"	61.32'	S72°59'19"W	61.23'
C17	325.00'	0°23'24"	2.21'	S78°35'21"W	2.21'
C18	450.00'	3°54'12"	30.66'	S65°36'53"W	30.65'
C19	450.00'	10°48'42"	84.91'	S72°58'20"W	84.79'
C20	450.00'	0°24'10"	3.16'	S78°34'46"W	3.16'
C21	25.00'	89°59'49"	39.27'	S71°20'07"E	35.35'
C22	25.00'	74°35'03"	32.54'	N41°29'31"E	30.29'
C23	54.00'	254°35'03"	239.94'	N48°30'29"W	85.92'
C24	54.00'	153°21'35"	144.54'	S80°52'47"W	105.09'
C25	54.00'	68°06'51"	64.20'	N11°37'00"E	60.48'
C26	54.00'	33°06'37"	31.21'	N62°13'44"E	30.77'
C27	150.00'	15°07'04"	39.56'	S71°13'31"W	39.46'
C28	150.00'	1°35'45"	4.18'	S77°59'10"W	4.18'
C29	150.00'	13°31'19"	35.40'	S70°25'38"W	35.32'
C30	275.00'	15°07'04"	72.56'	S71°13'31"W	72.35'
C31	275.00'	1°35'45"	7.66'	S77°59'10"W	7.66'
C32	275.00'	13°31'19"	64.90'	S70°25'38"W	64.75'
C33	25.00'	90°00'11"	39.27'	S18°38'53"W	35.36'
C66	25.00'	90°00'00"	39.27'	N18°39'47"E	35.36'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

ATTACHMENT 4

Subdivision construction plans

Page 1550 of 1662



**PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
& ASSOCIATES, INC.**
729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@perrychrysenberg.com
PERRY CHRYSENBERG, P.E. 82045 L.A. #0001553,
STEVE BISHOP, P.E. 82045 L.A. #0001553,
KEVIN A. LEE, P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

File No. P00B-CS.dwg
Drawn By: SW
Date: 03/01/2023
SCALE: 1" = 100'

SEA



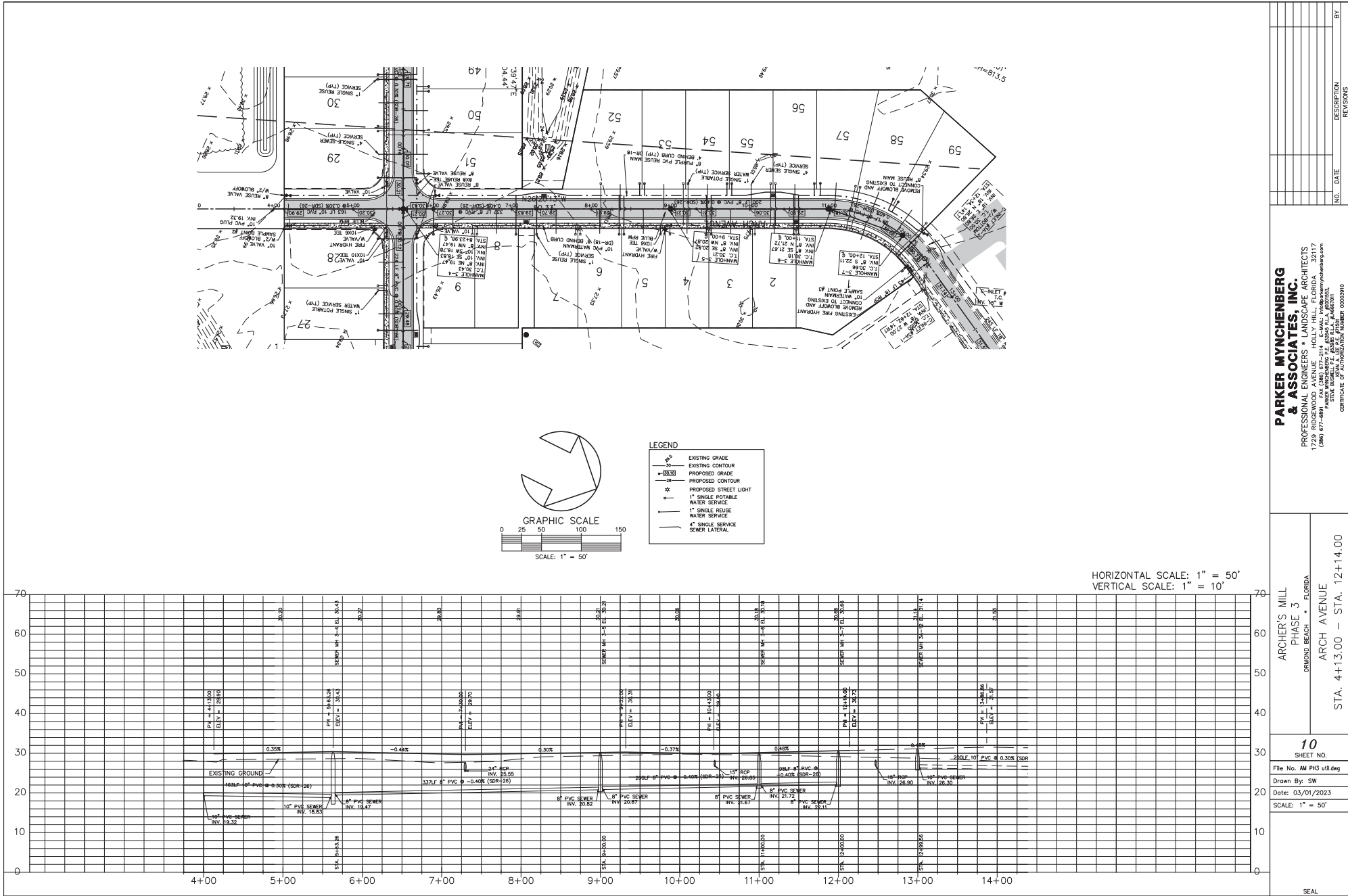
PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS AND ARCHITECTS
1729 BROADWAY, SUITE 1000, FLORENCE, SC 29506
(803) 677-4881 FAX (803) 677-2114 E-MAIL: info@parkermyncnberg.com
STATE OF SOUTH CAROLINA, JUNE 20, 2011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ARCHER'S MILL
PHASE 3
GRAND BEACH • FLORIDA
UTILITY PLAN

8
SHEET NO.
File No. AM PH3 v03.dwg
Drawn By: SW
Date: 03/01/2023
SCALE: 1" = 50'

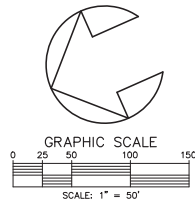
SEAL



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS AND ARCHITECTS
1729 BLOSSOM WAYNE HOLLAND FL 32117
(386) 677-4881 FAX (386) 677-2114 E-MAIL: info@parkermycnberg.com
PARKER MYNCHENBERG & ASSOCIATES, INC.
STATE OF FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

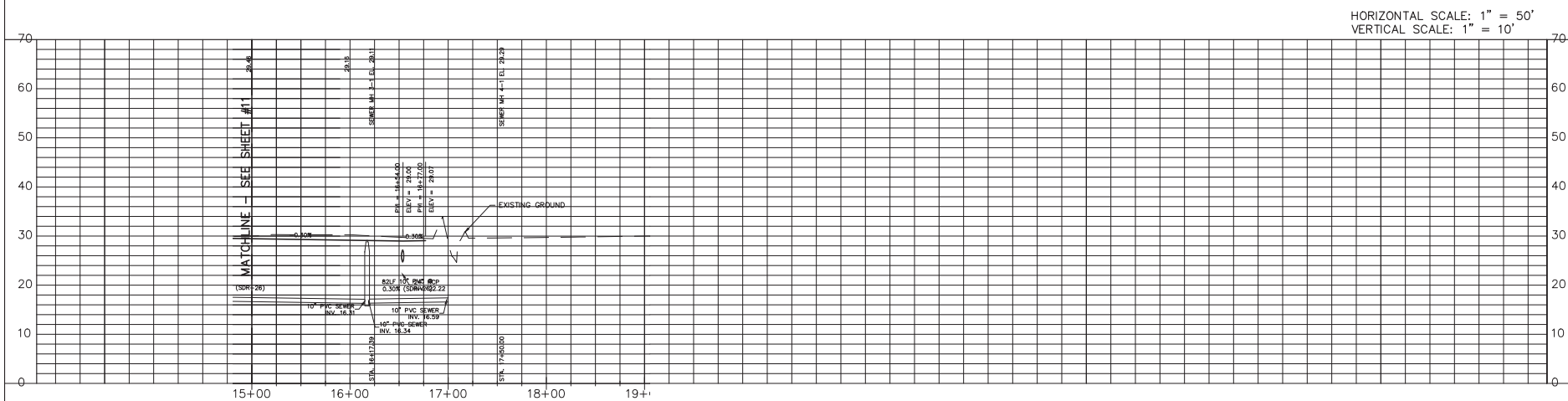
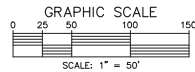
ARCHER'S MILL
PHASE 3
ORLANDO BEACH • FLORIDA
ARCH. AREA
STA. 4+13.00 — STA. 12+14.00

NO. DATE DESCRIPTION BY



LEGEND

- | | |
|--|------------------------------------|
| | EXISTING GRADE |
| | EXISTING CONTOUR |
| | PROPOSED GRADE |
| | PROPOSED CONTOUR |
| | PROPOSED STREET LIGHT |
| | 1" SINGLE POTABLE
WATER SERVICE |
| | 1" SINGLE REUSE
WATER SERVICE |
| | 4" SINGLE SERVICE
SEWER LATERAL |



HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 10'

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

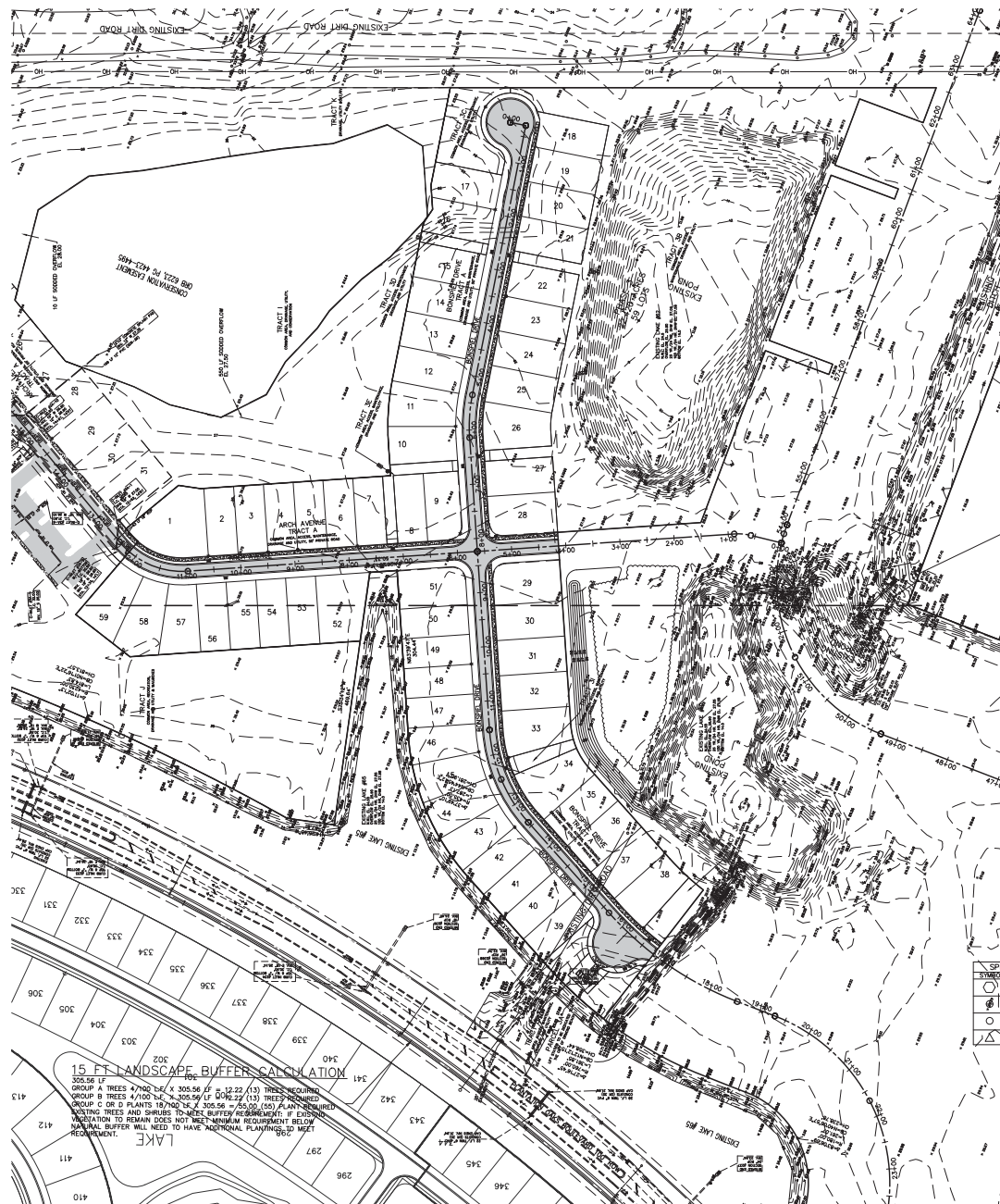
PROFESSIONAL ENGINEERS & ASSOCIATES, INC.
729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6896 FAX (386) 316-2111 info@peandassociates.com
PARKER MONTGOMERY P.E. #33845 R.L. #44000
STEVE BURNELL P.E. #33840 R.L. #44672911
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 000033910

ARCHER'S MILL
PHASE 3
ORMOND BEACH • FLORIDA
BON SPIEL DRIVE
STA. 15+00.00 - STA. 16+00.00

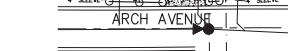
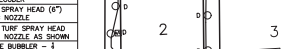
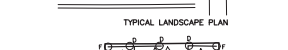
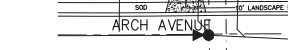
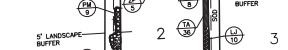
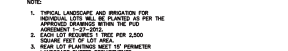
12
SHEET NO.

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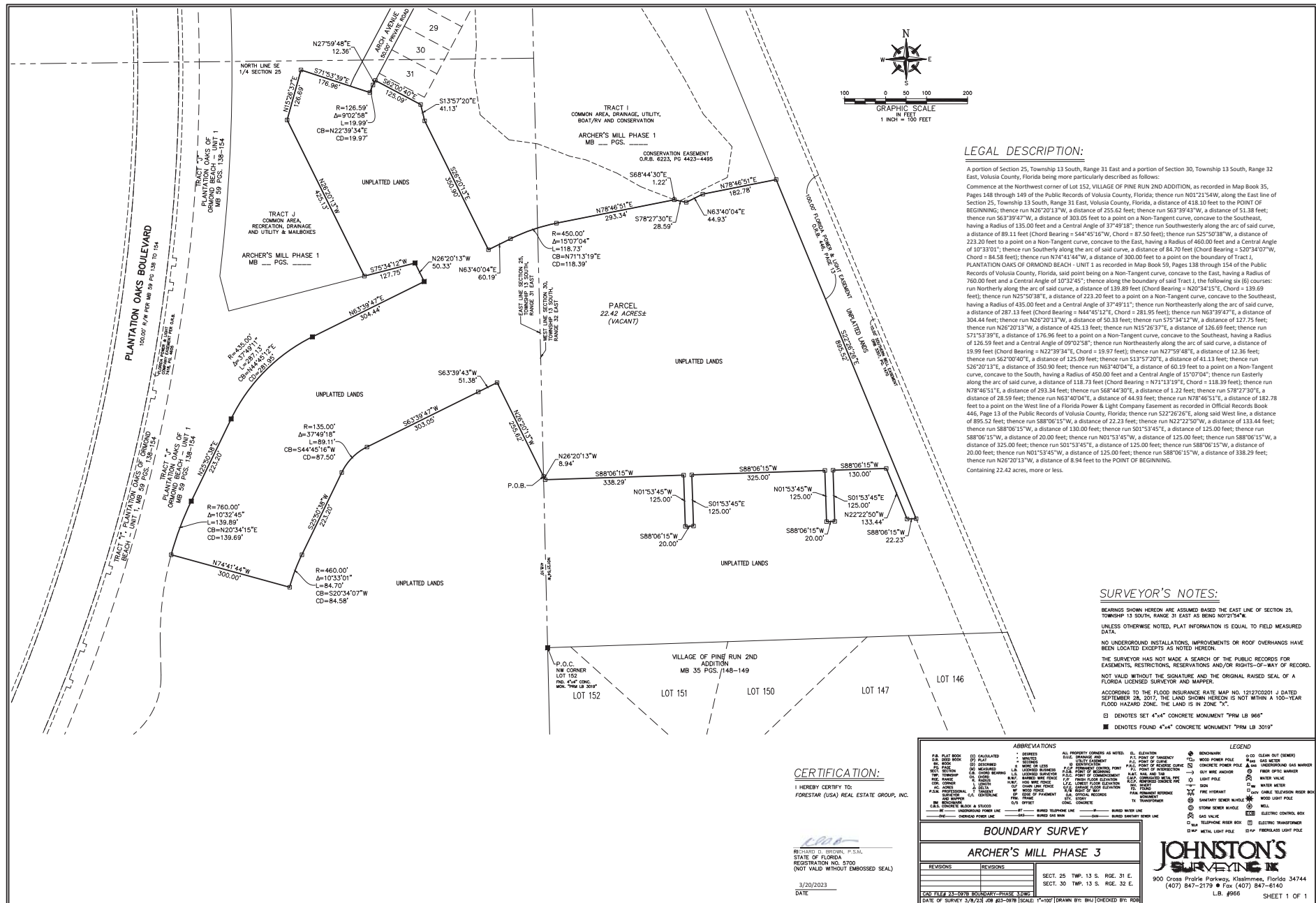
SEAL



NOTE: 1 TREE/2500 S.F. REQUIRED 25% CAN BE PALM TREES AT 2 PALMS/TREE



1000



ATTACHMENT 5

Ordinance 2022-16, Plantation Oaks PRD Amendment

ORDINANCE NO. 2022-16

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A PLANNED RESIDENTIAL DEVELOPMENT KNOWN AS “PLANTATION OAKS”; AUTHORIZING AN AMENDMENT TO: (1) ALLOW ADDITIONAL RESIDENTIAL UNITS IN PHASES 1, 3, AND 4 OF THE PRD TO TOTAL 163 RESIDENTIAL UNITS; (2) LIFT THE AGE RESTRICTION AND PROHIBIT MANUFACTURED HOMES IN PHASE 3 OF THE PRD; (3) ALLOW PUBLIC STREETS IN PHASE 4 OF THE PRD; AND (4) REMOVE APPROXIMATELY 33.10 ACRES OF LAND PURCHASED BY VOLUSIA COUNTY FROM THE PRD; SAID PROPERTY BEING GENERALLY LOCATED ALONG THE EAST SIDE OF INTERSTATE 95, SOUTH OF HALIFAX PLANTATION SUBDIVISION, WEST OF OLD DIXIE HIGHWAY, AND NORTH OF U.S. HIGHWAY 1; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the “Applicant”) has submitted an application for the first amendment to the “Plantation Oaks” Planned Residential Development (PRD) to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert a portion of golf course within Phase 3 to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land identified previously as public-school site and released by Volusia County Schools in 2016 to be converted

to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit “A” in the first amended Planned Residential Development Development Order attached hereto and incorporated herein by reference, and

WHEREAS, by Resolution 1986-192 the Volusia County Council on December 30, 1986 approved the National Gardens Development of Regional Impact, and authorized the execution of a Development Agreement that authorized 3,930 residential units on 2,009 acres, which is recorded in Official Records Book 2934, Pages 979 through 995, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on May 16, 1989, by Ordinance 89-25, the City Commission annexed certain lands (now known as Ormond Lakes residential subdivision) situated within the National Gardens Development of Regional Impact, and

WHEREAS, on October 16, 1990, by Resolution 1990-159, the City Commission approved a Development Order for Ormond Lakes residential subdivision removing the land area from the National Gardens Development of Regional Impact, and

established development standards and infrastructure requirements, which is recorded in Official Records Book 3716 Pages 3373 through 3424, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 1998-108 the Volusia County Council on June 25, 1998 approved the National Gardens First Development of Regional Impact amendment, which is recorded in Official Records Book 4351, Pages 3321 through 3323, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2000-72 the Volusia County Council on April 13, 2000 approved the National Gardens Second Development of Regional Impact amendment, and

WHEREAS, by Resolution 2001-229 the Volusia County Council on December 6, 2001 approved the National Gardens Third Development of Regional Impact amendment that reduced the density to 2,115 residential units, which is recorded in Official Records Book 4976, Pages 3426 through 3432, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-197 the Volusia County Council on November 21, 2002 approved the National Gardens Fourth Development of Regional Impact amendment, which is recorded in Official Records Book 4976, Pages 3433 through 3438, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2004-229 the Volusia County Council on November 11, 2004 approved the National Gardens Fifth Development of Regional Impact amendment that removed 406.70 acres sold to the state of Florida, which is recorded in Official Records Book

5440, Pages 929 through 942, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-37 the Volusia County Council on February 9, 2012 approved the National Gardens Sixth Development of Regional Impact amendment, which is recorded in Official Records Book 6683, Pages 509 through 514, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2002-199 the Volusia County Council on November 21, 2002 approved the Plantation Oaks Planned Residential Unit Development, and authorized the execution of a Development Agreement therefor, which is recorded in Official Records Book 4988, Pages 140 through 211, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 9, 2006 for the Plantation Oaks Planned Residential Unit Development, and authorized a utility service agreement therefor, which is recorded in Official Records Book 6281 Pages 3136 through 3161, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 18, 2007 for the Plantation Oaks Planned Residential Unit Development, and required an increase to the required buffer along Old Dixie Highway to 175 feet, which is recorded in Official Records Book 6100 Pages 2016 through 2020, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 12, 2008 for the Plantation Oaks Planned Residential Unit Development, to the update the project construction phasing and schedule, which is recorded in Official Records Book 6268 Page 3768, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on September 23, 2009 for the Plantation Oaks Planned Residential Unit Development, to relocate the regional wastewater plat and relocate twelve units from unit 1A to unit 2, which is recorded in Official Records Book 6407 Pages 456 through 477, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, by Resolution 2012-24 the Volusia County Council on January 19, 2012 approved an amendment for the Plantation Oaks Planned Residential Unit Development, to allow manufactured homes, which is recorded in Official Records Book 6674 Pages 2025 through 2069, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on December 4, 2015 for the Plantation Oaks Planned Residential Unit Development, to revise the project phasing schedule, allow an option of constructing lakes and open space in-lieu of a golf course, and identify the City of Ormond Beach as the utility provider, which is recorded in Official Records Book 7201 Pages 1720 through 1753, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on July 15, 2016 for the Plantation Oaks Planned Residential Unit Development, to provide an alternate school site and pre-pay school impact fees for the entire project, which is recorded in Official Records Book 7285 Pages 4169 through 4175, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on August 17, 2018 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including signage and irrigation, which is recorded in Official Records Book 7610 Pages 240 through 250, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, a Volusia County minor amendment was approved on January 10, 2019 for the Plantation Oaks Planned Residential Unit Development, for miscellaneous amendments including median planting plan and lot planting requirements, which is recorded in Official Records Book 7644 Pages 2820 through 2831, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on February 2, 2021, by Ordinance 2021-03, the City Commission approved a Development Order for the Plantation Oaks subdivision that (1) incorporated the Volusia County development orders and (2) deleted the age restriction for Phase 1 and required only site built single-family homes, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, on August 27, 2021, the Planning Director on behalf of the Site Plan Review Committee approved a minor amendment to the development order to relocate 76 lots within the Phase 1 conceptual development plan based upon the sale of a land area to Volusia County generally west of Old Dixie Highway, east of the FPL easement, and north of Plantation Oaks Boulevard, which is recorded in Official Records Book 8113 Pages 4003 through 4006, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15 of the *Land Development Code*, following which it provided recommendations regarding the Applicant's request to amend the Development Order associated with Planned Residential Development zoning designation, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

- (1) The report and recommendations of the Planning Board;
- (2) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that with respect to the application for the issuance of the first amended Development Order for the Planned Residential Development, that there is competent substantial evidence to support the following:

- (1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not

create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

- (2) The proposed development is consistent with the *Comprehensive Plan*;
- (3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
- (4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;
- (5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;
- (6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;
- (7) The proposed development is functional in the use of space and aesthetically acceptable;
- (8) The proposed development provides for the safety of occupants and visitors; and
- (9) The proposed use of materials and architectural features will

not adversely impact the neighborhood and aesthetics of the area.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The Mayor and the City Manager are authorized and directed to execute and issue the attached first amended Development Order authorizing the additional 163 residential units within the approved Planned Residential Development known as “Plantation Oaks” situated on approximately 1048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, (the “Property”).

SECTION TWO. The Applicant’s request to convert a portion of the golf course within Phase 1 to add 40 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 669 to 709 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION THREE. The Applicant’s request to convert a portion of the golf course within Phase 3 to add 43 non-age restricted fee simple lots, thereby authorizing the number of single-family lots from 481 to 524 as depicted in Exhibit “B” attached hereto and incorporated herein by reference is hereby granted.

SECTION FOUR. The Applicant's request to lift the age restriction within Phase 3 is hereby granted.

SECTION FIVE. The Applicant's request to prohibit manufactured homes within Phase 3 is hereby granted.

SECTION SIX. In 2016, Volusia County School District released certain lands identified as a future public site in Phase 4. The Applicant's request to authorize the previously described school land to be used for residential purposes is hereby granted subject to the following conditions: The Applicant is authorized to convert the land to no more than 80 single-family residential, fee simple lots, as depicted in Exhibit "B" attached hereto. Manufactured housing shall be prohibited.

SECTION SEVEN. The Applicant's request to allow public streets in Phase 4 is hereby granted.

SECTION EIGHT. The Applicant's request to remove a tract of land from the Plantation Oaks Planned Residential Development consisting of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development as depicted in Exhibit "C" attached hereto and incorporated herein by reference is hereby granted.

SECTION NINE. The development standards depicted in Exhibit "D" attached hereto and incorporated herein by reference are hereby granted.

SECTION TEN. Except as otherwise provided herein, all conditions set forth by the previous development approvals shall remain in effect and shall at all times be strictly complied with.

SECTION ELEVEN. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

SECTION TWELVE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THIRTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 17th day of May, 2022.

PASSED UPON at the second and final reading of the City Commission this 7th
day of June, 2022.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



**BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH**

IN RE: **Application of:** Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company
 Application No. 2021-101
 Project Name: Plantation Oaks first amendment
 Property Location: Generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1

**FIRST AMENDED
PLANNED RESIDENTIAL
DEVELOPMENT
DEVELOPMENT ORDER**

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 17, 2022 and June 7, 2022, and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PRD, Planned Residential Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;
2. The proposed development is consistent with the *Comprehensive Plan*;
3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;
4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;
and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant") has initiated application for the first amended Development Order for a Planned Residential Development known as "Plantation Oaks Subdivision" to: (1) convert a portion of the golf course within Phase 1 to add 40 non-age restricted, fee simple lots; this phase is approved for 669 single-family lots and the amendment seeks to allow 709 lots; (2) convert Phase 3 portion of golf course to add 43 non-age restricted, fee simple lots; this phase is approved for 481 single-family lots and the amendment seeks to allow 524 lots; (3) lift the age restriction within Phase 3; (4) prohibit manufactured homes within Phase 3; (5) allow land previously identified as public-school site and released by Volusia County Schools in 2016 to be converted to 80 fee simple lots, with no manufactured housing; (6) allow public streets in Phase 4; and (7) remove a tract of land from the Plantation Oaks Planned Residential Development of approximately 33.10 acres purchased by Volusia County from the Plantation Oaks Planned Residential Development, on approximately 1,048.57 acres of real property generally located along the east side of Interstate 95, south of Halifax Plantation subdivision, west of Old Dixie Highway, and north of U.S. Highway 1, described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. Except as otherwise provided, all conditions set forth with Ordinance 2021-03, which is recorded in Official Records Book 7985 Pages 4080 through 4339, inclusive, of the Public Records of Volusia County, Florida, shall remain in effect and shall at all times be strictly complied with.

2. The master development plan is a conceptual plan for the overall subdivision development. Minor modifications based upon site conditions and subdivision design are permitted in accordance with Section 1-14 of the Land Development Code provided that there is no increase to the overall project density and/or the allowed number of units per phase. Preliminary Plats and detail engineering plans for each Phase must be provided by the Applicant, reviewed by the Planning Board, and approved by the City Commission prior to the issuance of an engineering permit.

3. Full and complete compliance with the Applicant's Master Development Plan and Annotated Land Use Plan attached as Exhibit "B".

4. The tract of land consisting of approximately 33.10 acres that was purchased by Volusia County as depicted in Exhibit "C" shall require separate city land use and zoning assignments within six (6) months of the date of this development order.

5. Full and complete compliance with development standards for the Plantation Oaks Planned Residential Development attached in Exhibit "D".

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "B" and "D" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Residential Development Order approved for this development project, and of the *Land Development Code*.

E. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

F. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Plantation Oaks of Ormond Beach, LLC, a Florida Limited Liability Company (the "Applicant"), and shall be binding upon the property owners, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 7^h day of June, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida
municipal corporation



By: Bill Partington
BILL PARTINGTON
Mayor

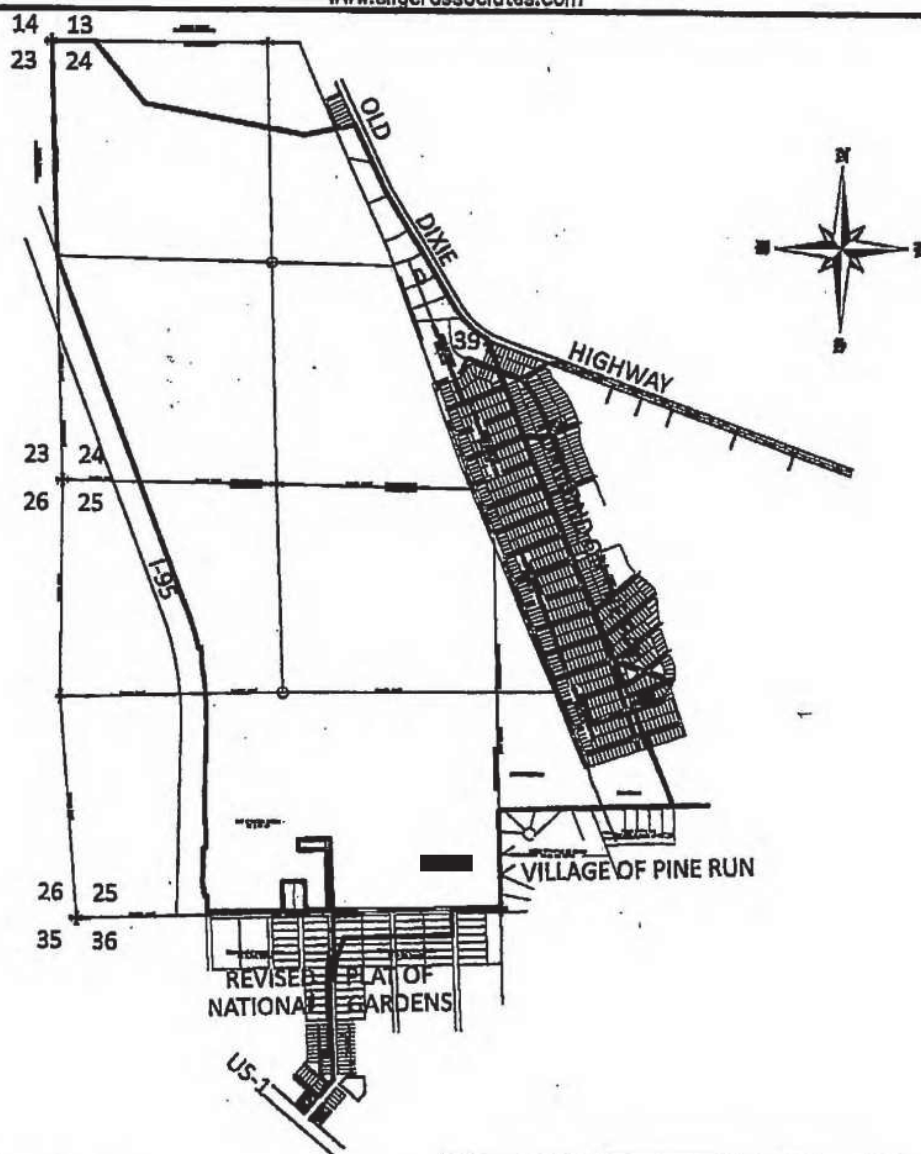
Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 15

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

 3921 NOVA ROAD
 PORT ORANGE, FL 32127
 (386) 781-5385

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 www.sligerassociates.com

 SKETCH OF DESCRIPTION ONLY
 THIS IS NOT A BOUNDARY SURVEY

 FOR: PLANTATION OAKS OF ORMOND BEACH, LLC
 AND PLANTATION OAKS OF ORMOND BEACH II, LLC

DESCRIPTION: SEE SHEETS 2 & 3 OF 4

JOB #17-0391

SCALE: 1"=2000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 4
LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

EXHIBIT "A"

Page 2 of 15



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

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LEGAL DESCRIPTION:

PART OF SECTIONS 24 AND 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND PART OF SECTION 30, TOWNSHIP 13 SOUTH RANGE 32 EAST, AND PART OF THE JOHN ADDISON GRANT LYING IN SECTION 40, TOWNSHIP 13 SOUTH, RANGE 32 EAST, PART OF ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, PART OF ORMOND ON THE BAY SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 7, PAGE 108, PART OF NATIONAL GARDENS, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 11, PAGES 1 THROUGH 5, INCLUSIVE, AND PART OF THE REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 24, TOWNSHIP 13 SOUTH RANGE 31 EAST, THENCE S89°57'37"E ALONG THE NORTH LINE OF SECTION 24 A DISTANCE OF 530.84 FEET; THENCE S39°18'33"E DEPARTING SAID SECTION LINE A DISTANCE OF 970.33 FEET; THENCE S79°15'13"E A DISTANCE OF 1984.77 FEET; THENCE N78°39'47"E A DISTANCE OF 841.29 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY; THENCE S24°59'47"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 879.74 FEET; THENCE S30°58'22"E CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 1855.68 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY HAVING A CENTRAL ANGLE OF 30°03'15", A RADIUS OF 1040.00 FEET, FOR AN ARC LENGTH OF 545.52 FEET; THENCE S21°49'13"E DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 1426.20 FEET; THENCE S22°16'55"E A DISTANCE OF 3230.17 FEET; THENCE N67°40'20"E A DISTANCE OF 584.17 FEET; THENCE S61°20'15"W A DISTANCE OF 453.17 FEET; THENCE N86°20'15"E A DISTANCE OF 156.23 FEET; THENCE S67°40'20"W A DISTANCE OF 281.86 FEET; THENCE S22°16'55"E A DISTANCE OF 1337.51 FEET TO A POINT ON THE NORTH LINE OF THE VILLAGE OF PINE RUN, AS RECORDED IN MAP BOOK 35, PAGES 40 THROUGH 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°08'55"W ALONG THE SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 2134.80 FEET TO THE NORTHWEST CORNER OF THE VILLAGE OF PINE RUN 2ND ADDITION, AS RECORDED IN MAP BOOK 35, PAGES 148 AND 149, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S01°17'28"E ALONG THE WEST LINE OF THE VILLAGE OF PINE RUN, 2ND ADDITION, A DISTANCE OF 1198.65 FEET TO THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AFORESAID; THENCE S88°22'40"W ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 587.30 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF MANTANZAS STREET AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S02°05'06"E ALONG THE SAID WEST RIGHT OF WAY A DISTANCE OF 298.90 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 3, REVISED PLAT OF NATIONAL GARDENS, AFORESAID; THENCE S87°58'56"W ALONG THE SOUTH LINE OF SAID LOT 3, BLOCK 3 AND ALONG THE SOUTH LINE OF LOT 3, BLOCK 4, LOT 3, BLOCK 5 AND LOT 3, BLOCK 6, A DISTANCE OF 1307.40 FEET; THENCE S24°47'41"W DEPARTING SAID SOUTH LOT LINE, A DISTANCE OF 31.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°52'48", A RADIUS OF 1096.00 FEET, A CHORD BEARING OF S11°21'17"W, FOR AN ARC LENGTH OF 514.18 FEET, SAID POINT BEING ON THE EAST RIGHT OF WAY OF HAMMOND STREET, AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, AFORESAID, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT FOR PARCEL 2 OF THIS DESCRIPTION; THENCE N02°05'06"W ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 782.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON THE AFORESAID REVISED PLAT OF NATIONAL GARDENS; THENCE N88°22'40"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 287.31 FEET; THENCE N01°16'57"W A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OR PENNSYLVANIA AVENUE AS SHOWN ON THE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 7, PAGE 108, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S88°22'40"W ALONG THE NORTH RIGHT OF WAY LINE, A DISTANCE OF 268.28 FEET TO THE EAST RIGHT OF WAY LINE OF HAMMOND AVENUE, SAID PLAT OF NATIONAL GARDENS; THENCE N02°05'06"W ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 855.40 FEET; THENCE S88°22'40"W ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9, BLOCK 172, SAID PLAT OF NATIONAL GARDENS, A DISTANCE OF 405.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 126.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE N [REDACTED] ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 345.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HAMMOND AVENUE, AFORESAID; THENCE S02°05'06"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 728.20 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG THE SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 276.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 172, PLAT OF NATIONAL GARDENS, AFORESAID; THENCE N02°05'06"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 350.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S88°22'40"W ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 276.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S02°05'06"E ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 350.60 FEET TO THE NORTH RIGHT OF WAY OF PENNSYLVANIA AVENUE, AFORESAID; THENCE S88°22'40"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 927.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 1-95; THENCE NORTHERLY ALONG THE EASTERLY LINE OF INTERSTATE 1-95 THE FOLLOWING COURSES AND DISTANCES, N17°17'31"W A DISTANCE OF 6.79 FEET; N [REDACTED] A DISTANCE OF 181.15 FEET; S88°20'06"W A DISTANCE OF 30.00 FEET; N08°19'09"W A DISTANCE OF 176.50 FEET; N01°08'35"E A DISTANCE OF 417.56 FEET; N88°20'06"E A DISTANCE OF 30.00 FEET N01°39'54"W A DISTANCE OF 811.55 FEET; N01°08'35"E A DISTANCE OF 849.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°34'37", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N04°38'44"W, FOR AN ARC LENGTH OF 802.13 FEET; THENCE N01°39'54"W A DISTANCE OF 189.89 FEET; THENCE S88°20'06"W A DISTANCE OF 30.00 FEET; TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07°50'06", A RADIUS OF 3969.83 FEET, A CHORD BEARING OF N16°50'30"W, FOR AN ARC LENGTH OF 542.86 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N20°45'33"W A DISTANCE OF 4504.55 FEET TO A POINT ON THE WEST LINE OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING THE EASTERLY LINE OF INTERSTATE 1-95, N01°50'18"W ALONG THE WEST LINE OF SECTION 24 A DISTANCE OF 2620.50 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM LOT 8, BLOCK 192, LOTS 13 AND 15, BLOCK 195, LOTS 11 AND 12, BLOCK 196, LOT 18, BLOCK 200, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 42 THROUGH 59, INCLUSIVE, AND LOT 13, BLOCK 217, ORMOND ON THE BAY AS RECORDED IN MAP BOOK 11, PAGES 68 THROUGH 72, INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, AND CONTAINING 45,681,566.26 SQ. FEET OR 1,048.70 ACRES MORE OR LESS (CONTINUED ON SHEET 3 OF 4)

SHEET 2 OF 4

EXHIBIT "A"**Page 3 of 15****SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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LEGAL DESCRIPTION: (CONTINUED FROM SHEET 2 OF 4)

TOGETHER WITH

PARCEL 2

FROM THE POINT OF COMMENCEMENT OF PARCEL 2 AS DESCRIBED IN THE ABOVE PARCEL 1 DESCRIPTION; THENCE S87°54'30"W, 100.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,198.00 FEET AND CENTRAL ANGLE OF 14°51'36" WITH A CHORD BEARING N05°20'42"E 309.32 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 310.19 FEET TO A POINT ON THE EAST LINE OF LOT 6, BLOCK 7, SAID POINT ALSO LYING ON THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°05'06"E, 776.05 FEET TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 80.00 FOOT PUBLIC RIGHT OF WAY, AND THE SOUTHEAST CORNER OF LOT 7, BLOCK 21, SAID REVISED PLAT OF NATIONAL GARDENS, SAID POINT ALSO BEING THE POINT OF COMMENCEMENT OF PARCEL 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF INDIANA AVENUE, [REDACTED], 40.00 FEET; THENCE N02°05'06"W, 469.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 26,979 SQ. FT. OR 0.62 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 3

FROM THE POINT OF COMMENCEMENT OF PARCEL 3 AS DESCRIBED IN THE ABOVE PARCEL 2 DESCRIPTION; THENCE ALONG THE WEST RIGHT OF WAY LINE OF HAMMOND STREET, A 80.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S02°05'06"E, 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 34, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE, A 60.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY OF HAMMOND STREET, S02°05'06"E, 669.32 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FOOT PUBLIC RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 91.23 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 34, SAID POINT ALSO BEING THE NORTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS AND SAID POINT BEING THE POINT OF COMMENCEMENT FOR PARCEL 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 AND THE NORTH RIGHT OF WAY LINE OF SAID ALLEY, N49°46'30"W, 118.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13 AND THE EAST RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY AS SHOWN ON SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 13, 12, 11, 10, 9, AND 8, BLOCK 34, N02°05'06"W, 306.32 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 34; THENCE ALONG THE NORTH LINE OF SAID LOT 8, BLOCK 34, N87°58'51"E, 110.00 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 8, N02°05'06"W, 350.00 FEET TO SAID SOUTH RIGHT OF WAY LINE OF INDIANA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N87°58'51"E, 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 66,386 SQ. FT. OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH

PARCEL 4

FROM THE POINT OF COMMENCEMENT OF PARCEL 4 AS DESCRIBED IN THE ABOVE PARCEL 3 DESCRIPTION; THENCE S40°14'32"W, 15.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 15.00 FOOT ALLEY, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 14, BLOCK 34 AND SAID POINT ALSO LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF BROADWAY AVENUE, A 100.00 FEET WIDE PUBLIC RIGHT OF WAY AS SHOWN ON THE REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, S40°14'32"W, 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 34, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 16, N49°46'18"W, 2.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 663.95 FEET AND CENTRAL ANGLE OF 13°15'15" WITH A CHORD BEARING N28°24'47"E, 153.25 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 153.58 FEET TO THE NORTHERLY LINE OF SAID LOT 14, BLOCK 34 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID 15.00 FOOT ALLEY; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID ALLEY, S49°48'18"E, 34.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,313 SQ. FT. OR 0.05 ACRES, MORE OR LESS.

SHEET 3 OF 4

EXHIBIT "A"
Page 4 of 15**SLIGER & ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5385Copyright © 2018 Sliger & Associates, Inc.
www.sligerassociates.com**SURVEYORS NOTES**

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED WITH THE BEARING ON THE NORTH LINE OF SECTION 24 BEING S89°57'37"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X", "AH" AND "A". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NOS. 12127C0182J, 12127C0184J, 12127C0201H & 12127C0203J. MAP EFFECTIVE DATE: FEBRUARY 19, 2014. APPROXIMATE SCALE: 1"=1000'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LIST OF LOTS (NOT VACATED) THAT ARE BI-SECTED BY THE EAST PROPERTY LINE OF THIS SKETCH OF DESCRIPTION:
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART ONE: LOTS 9 & 10, BLOCK 182; LOTS 10 & 13, BLOCK 180; LOTS 1 THRU 20, BLOCK 179; LOT 1, BLOCK 178; LOTS 2 & 3, BLOCK 187; LOTS 17 & 18, BLOCK 174
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART SIX: LOTS 17 & 18, BLOCK 173; LOTS 18 THRU 22, BLOCK 191
 ORMOND ON THE BAY, OAKWOOD PARK SECTION - PART FOUR: LOTS LOTS 3 & 4, THE NORTH 1/2 OF LOT 5, LOTS 24, 25, & 26, BLOCK 203

REFERENCE:

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	PLANTATION OAKS OF ORMOND BEACH, LLC	5-22-18	17-0391
NOT CERTIFIED	TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.		

SHEET 4 OF 4

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: PLANTATION OAKS OF ORMOND BEACH, LLC AND PLANTATION OAKS OF ORMOND BEACH II, LLC

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	5-22-18	17-0391		DH	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 6J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
 STEVEN T. KRUGER, P.L.S. NO. 4722
 C.O. VAN KLEECK JR., P.S.M. NO. 6149
 MICHAEL S. MURPHY, P.S.M. NO. 6208

EXHIBIT "A"

Page 5 of 15

LEGAL DESCRIPTION

LOT 9, BLOCK 192, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S42°37'37"W, A CHORD DISTANCE OF 84.44 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.45 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 2892.43 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 9, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 130.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 130.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,500 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

City of Ormond Beach
Engineering Division

DATE: 2/28/20	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
SHEET: 1 OF 2	DRAWN BY: CO

EXHIBIT "A"

Page 6 of 15

EXHIBIT "A"

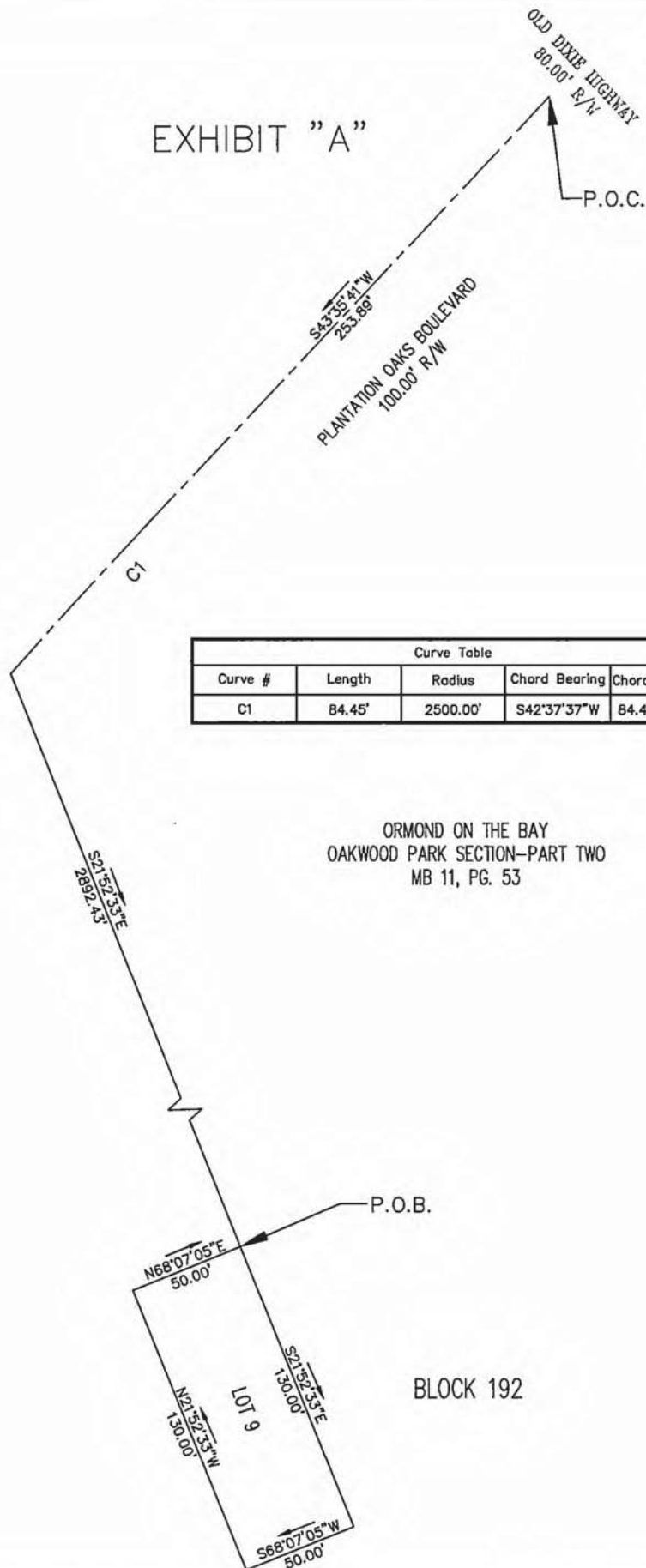


EXHIBIT "A"
Page 7 of 15

LEGAL DESCRIPTION

LOT 15, BLOCK 195, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-TWO, MAP BOOK 11, PAGE 53, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

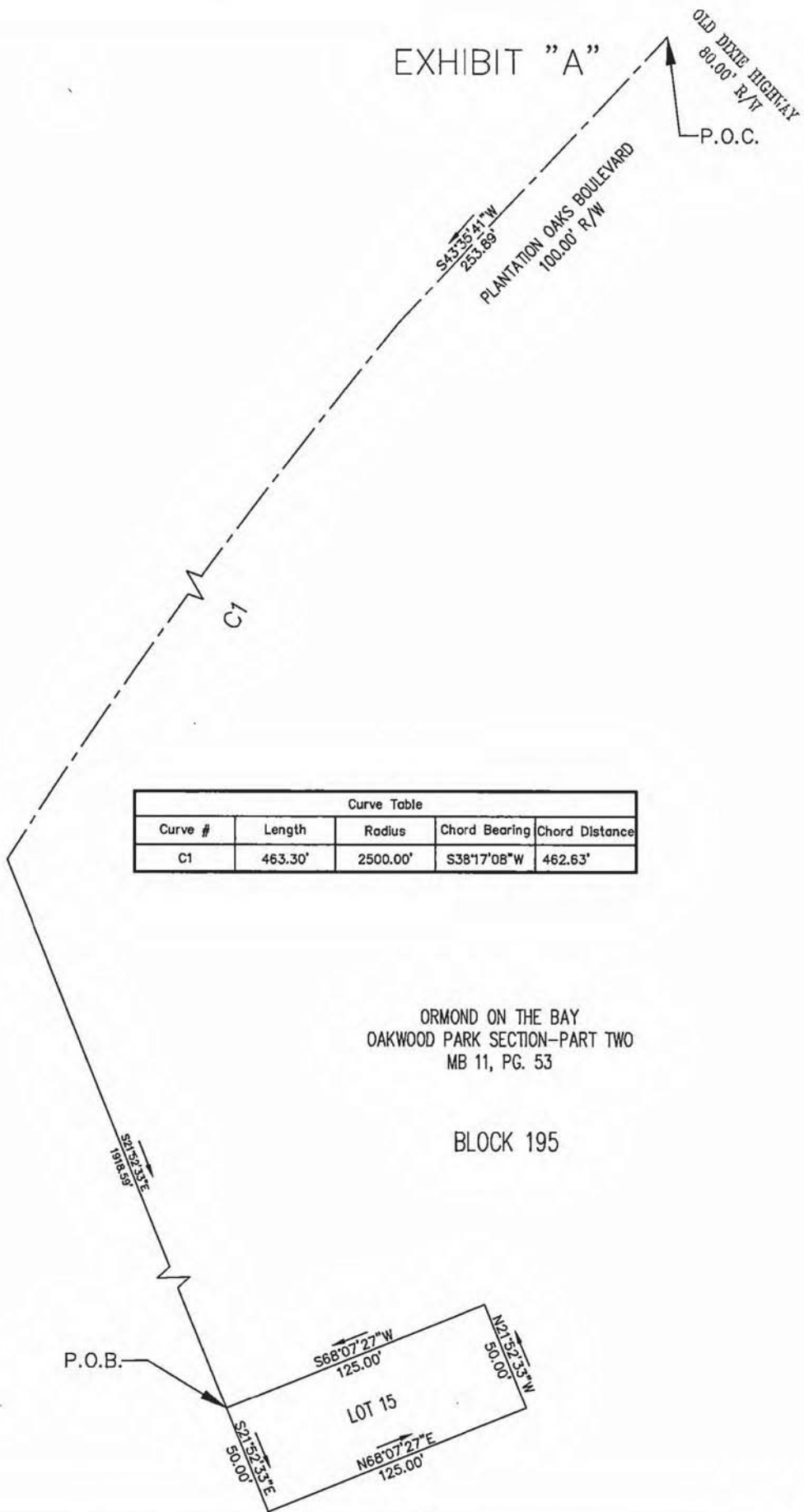
AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S38°17'08"W, A CHORD DISTANCE OF 462.63 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.30 FEET; THENCE DEPARTING SAID ARC, RUN THENCE S21°52'33"E A DISTANCE OF 1918.59 FEET TO A POINT OF INTERSECTION WITH THE NORTHWEST CORNER OF SAID LOT 15, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 50.00 FEET; THENCE N68°07'27"E A DISTANCE OF 125.00 FEET; THENCE N21°52'33"W A DISTANCE OF 50.00 FEET; THENCE S68°07'27"W A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,250 SQ.FT. OR 0.14 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 8 of 15



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	463.30'	2500.00'	S38°17'08\"W	462.63'

ORMOND ON THE BAY
OAKWOOD PARK SECTION-PART TWO
MB 11, PG. 53

BLOCK 195

EXHIBIT "A"
Page 9 of 15

LEGAL DESCRIPTION

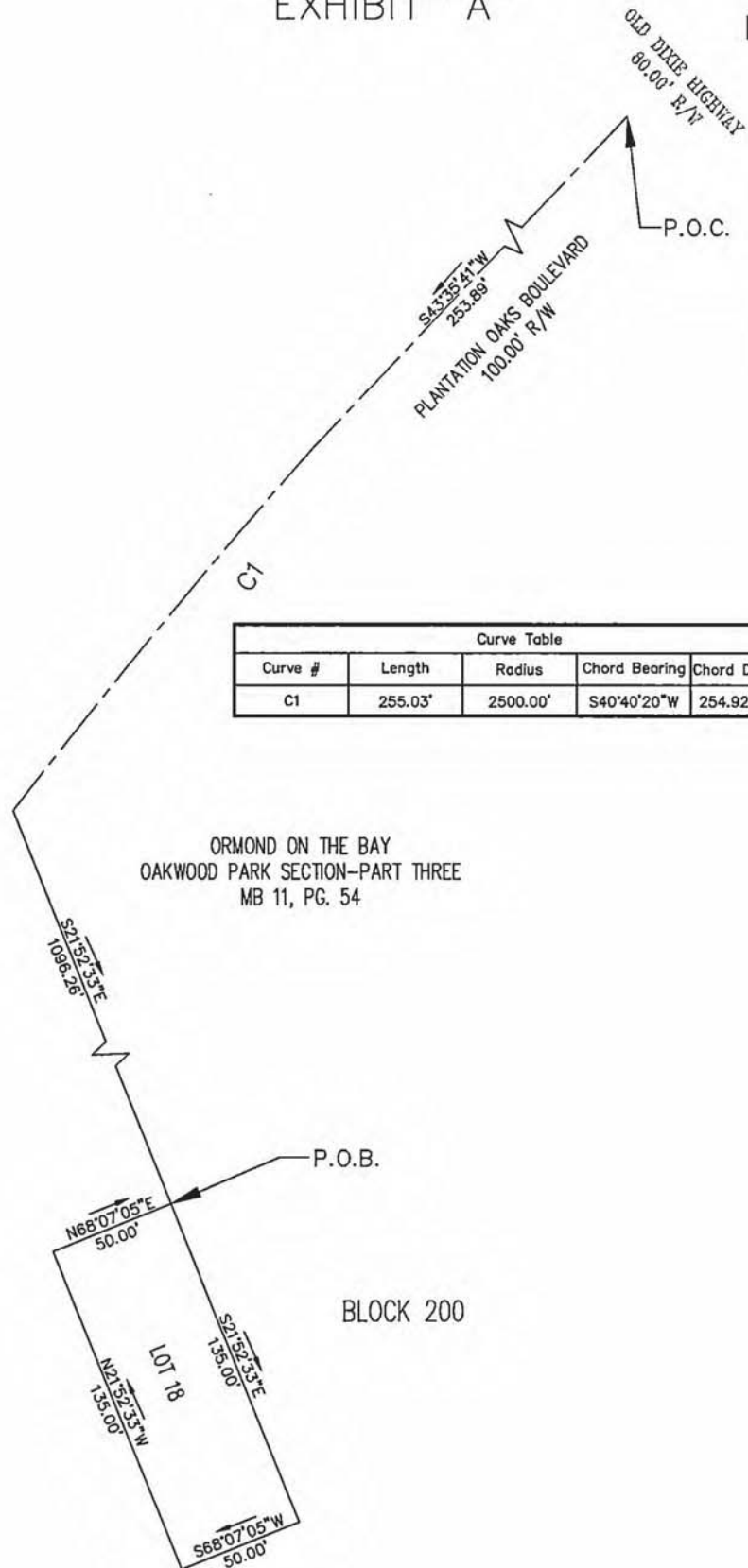
LOT 18, BLOCK 200, AS PLATTED IN THE ORMOND ON THE BAY OAKWOOD PARK SECTION, PART-THREE, MAP BOOK 11, PAGE 54, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF PLANTATION OAKS BLVD (A 100 FOOT RIGHT-OF-WAY) AS PLATTED IN THE PLAT OF PLANTATION OAKS OF ORMOND BEACH-UNIT 1, MAP BOOK 59, PAGES 138-154, OFFICIAL RECORDS OF VOLUSIA COUNTY FLORIDA, AND THE WESTERLY LINE OF OLD DIXIE HIGHWAY (A 80 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND OCCUPIED); RUN THENCE S43°35'41"W ALONG SAID CENTERLINE A DISTANCE OF 253.89 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING CHORD BEARING OF S40°40'20"W, A CHORD DISTANCE OF 254.92 FEET, A RADIUS OF 2500.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 255.03 FEET; THENCE DEPARTING SAID ARC, RUN S21°52'33"E A DISTANCE OF 1096.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID LOT 18, SAID POINT ALSO KNOW AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUE S21°52'33"E A DISTANCE OF 135.00 FEET; THENCE S68°07'05"W A DISTANCE OF 50.00 FEET; THENCE N21°52'33"W A DISTANCE OF 135.00 FEET; THENCE N68°07'05"E A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,750 SQ. FT. OR 0.15 AC. MORE OR LESS

SEE EXHIBIT "A" FOR SKETCH OF DESCRIPTION

EXHIBIT "A"

EXHIBIT "A"
Page 10 of 15

BOUNDARY SURVEY
FOR
VOLUSIA COUNTY PARK
AT
PLANTATION OAKS

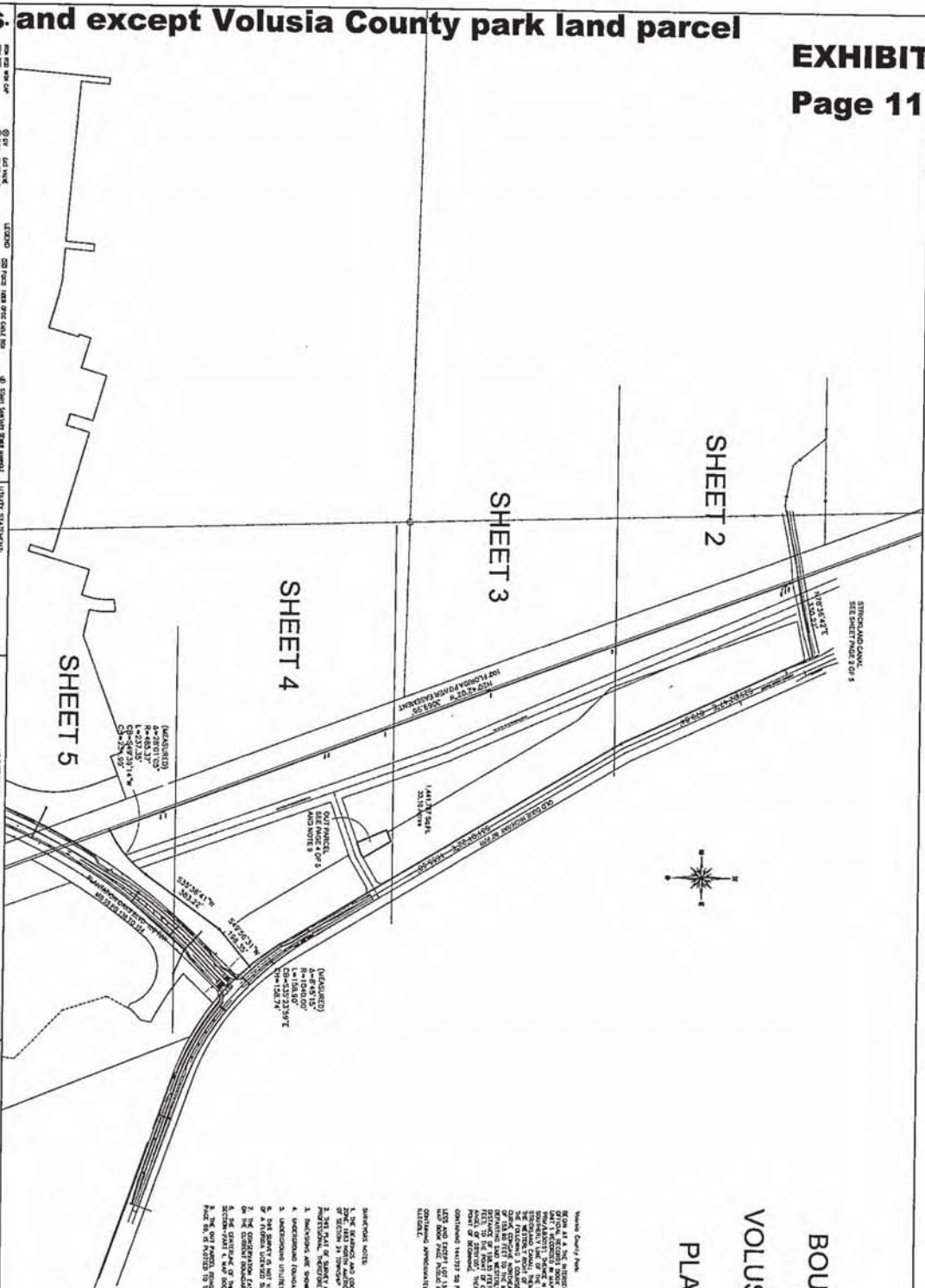
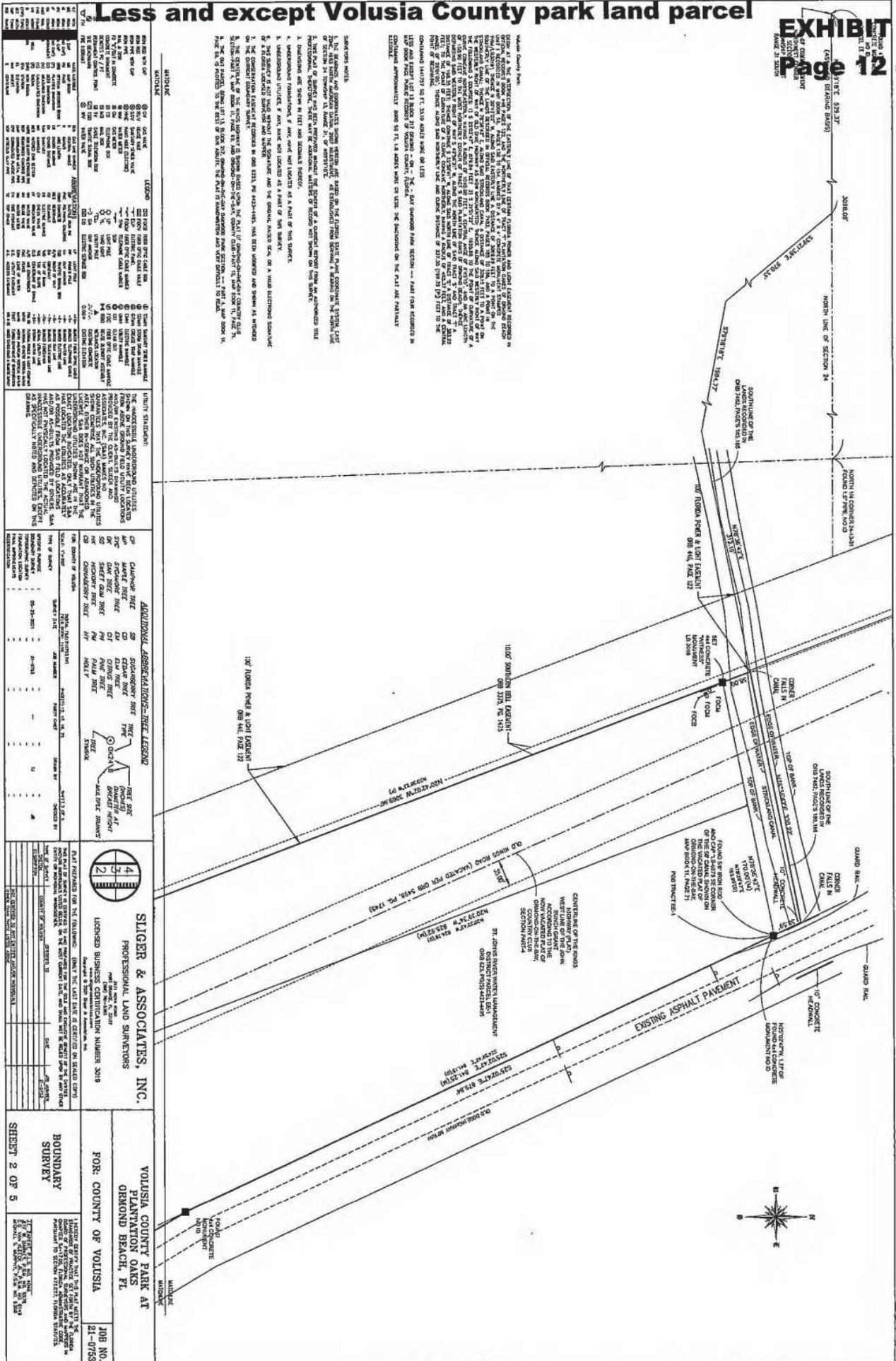
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EXHIBIT "A"
Page 12 of 15



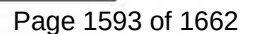
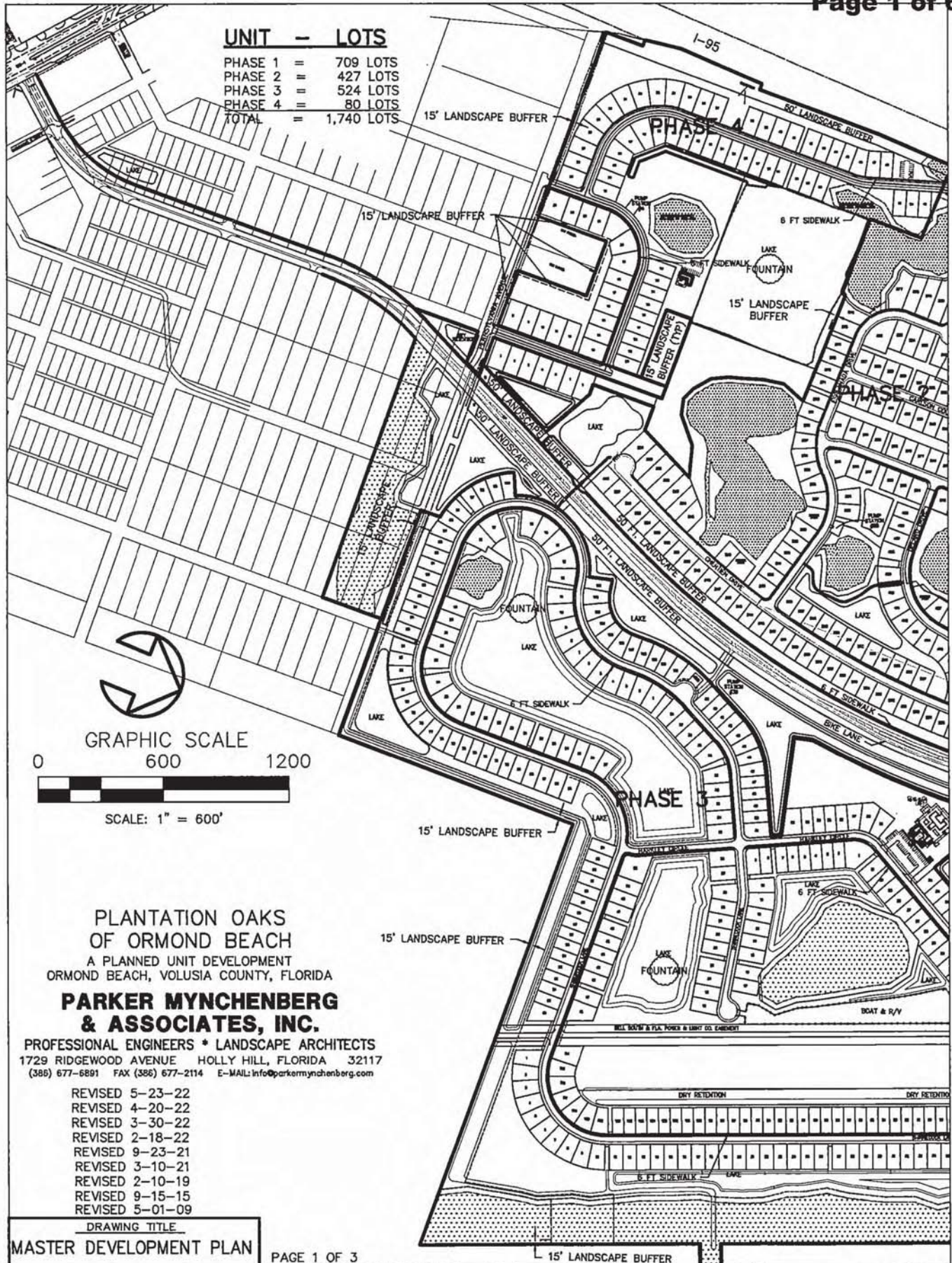


EXHIBIT "B"**Page 1 of 6****UNIT - LOTS**

PHASE 1	=	709 LOTS
PHASE 2	=	427 LOTS
PHASE 3	=	524 LOTS
PHASE 4	=	80 LOTS
TOTAL	=	1,740 LOTS



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com

REVISED 5-23-22
REVISED 4-20-22
REVISED 3-30-22
REVISED 2-18-22
REVISED 9-23-21
REVISED 3-10-21
REVISED 2-10-19
REVISED 9-15-15
REVISED 5-01-09

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 1 OF 3

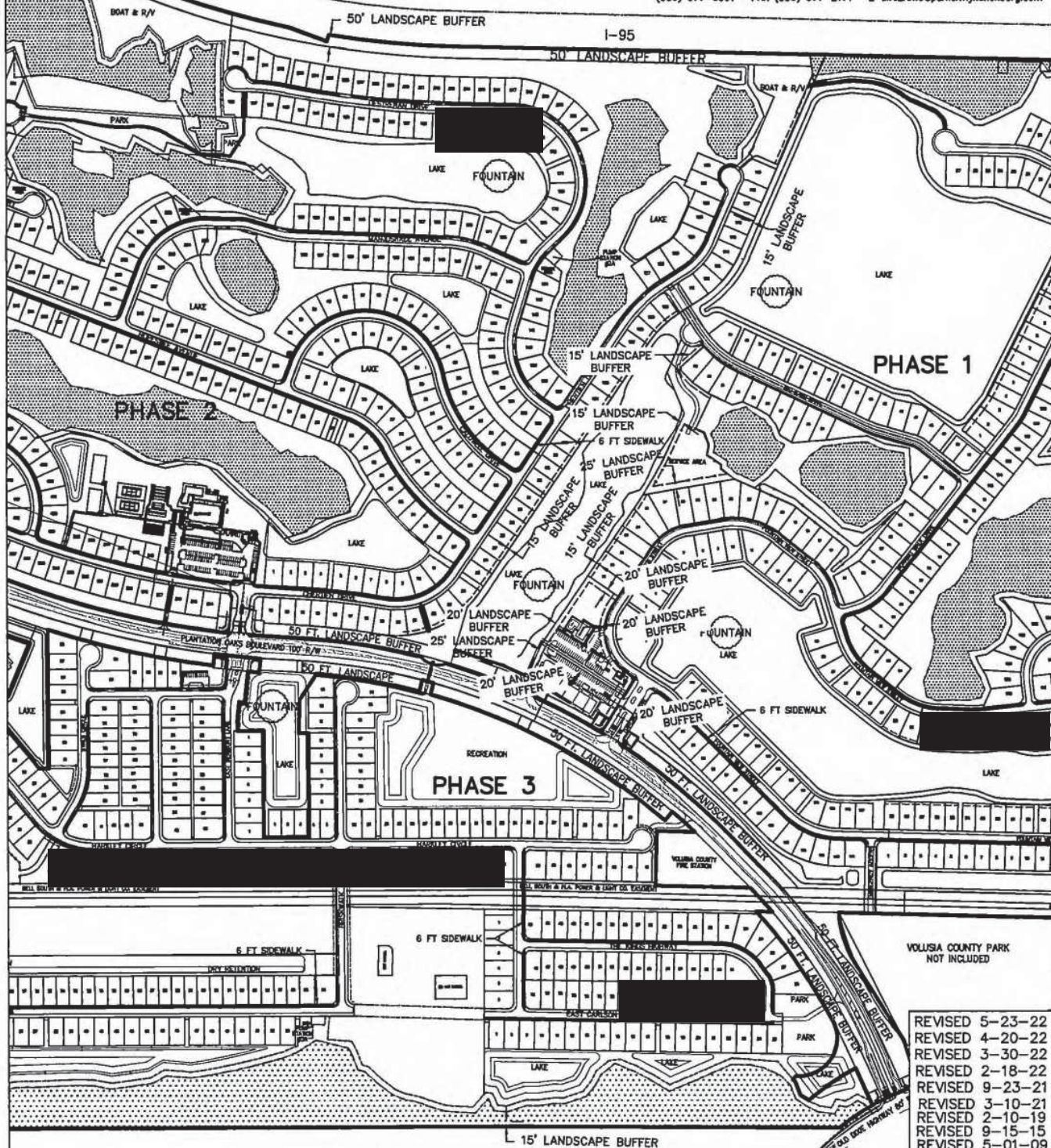
SHEET 9 OF 34

MASTER DEVELOPMENT PLAN

A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

**PARKER MYNCHENBERG
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REVISED 9-15-15
REVISED 5-01-09

SHEET 10 OF 34

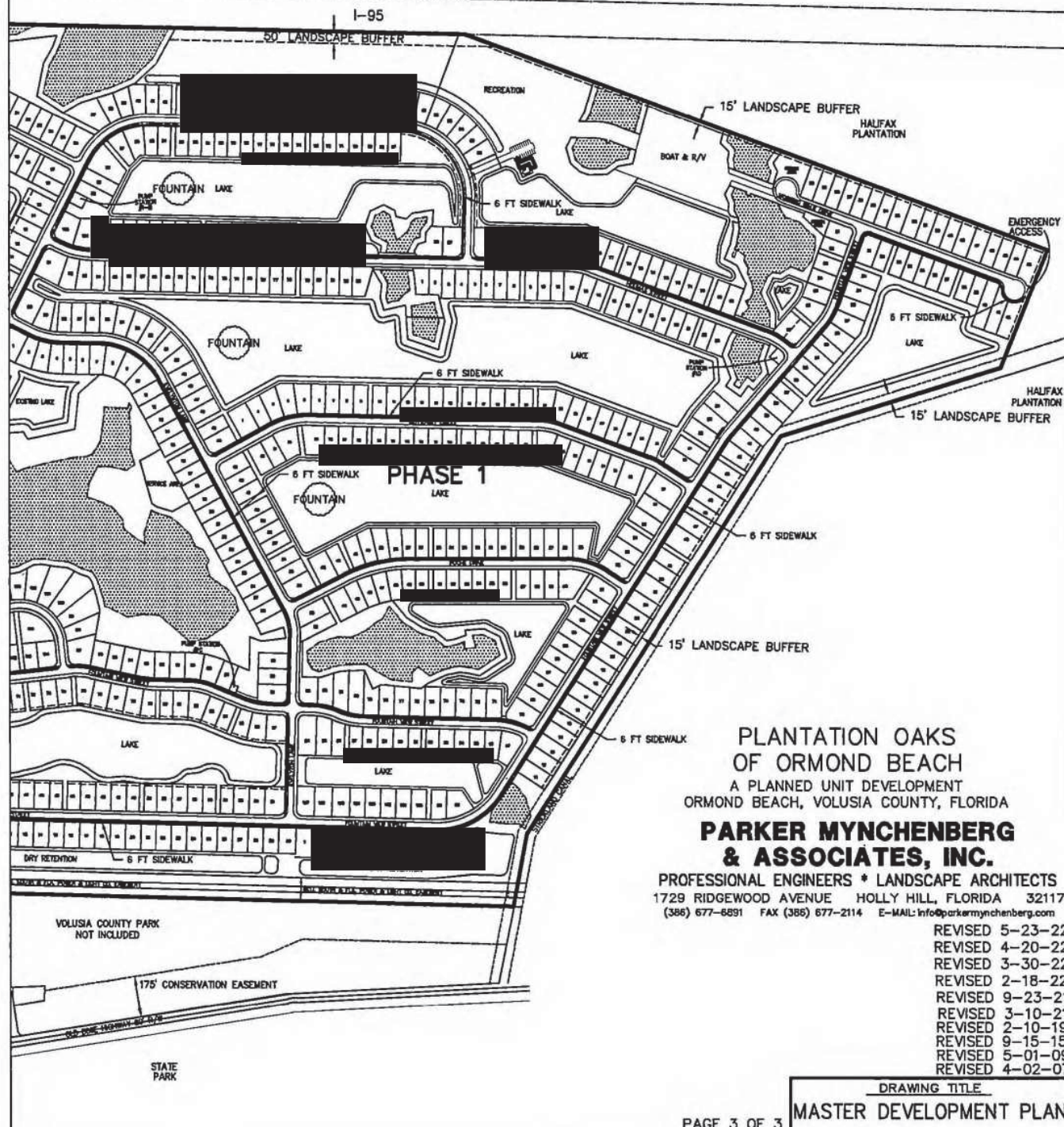
EXHIBIT "B"**Page 3 of 6**

GRAPHIC SCALE

0 600 1200



SCALE: 1" = 600'



PLANTATION OAKS
OF ORMOND BEACH
A PLANNED UNIT DEVELOPMENT
ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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REVISED 9-15-15
REVISED 5-01-09
REVISED 4-02-07

DRAWING TITLE

MASTER DEVELOPMENT PLAN

PAGE 3 OF 3

SHEET 11 OF 34

EXHIBIT "B"
Page 4 of 6

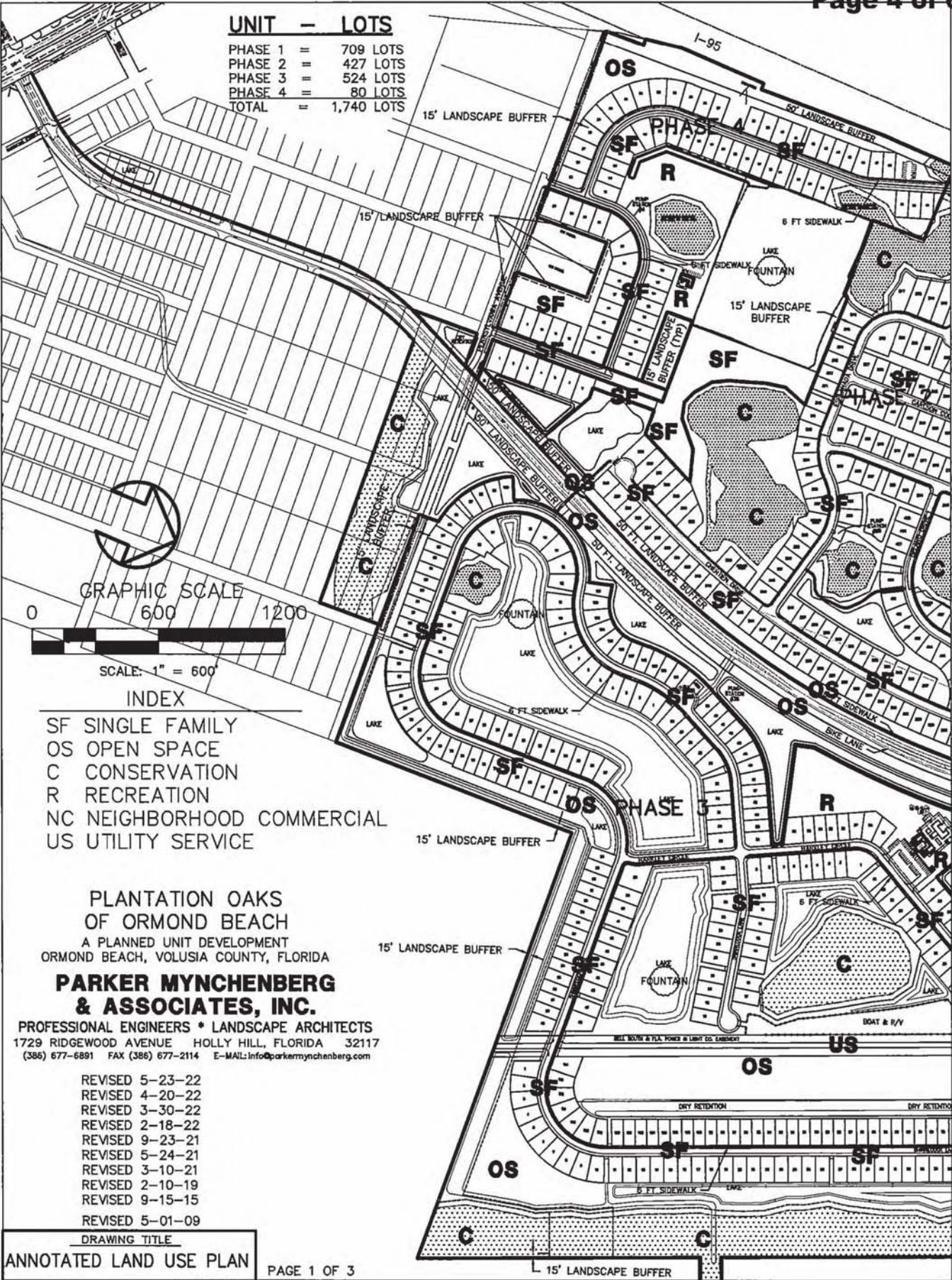


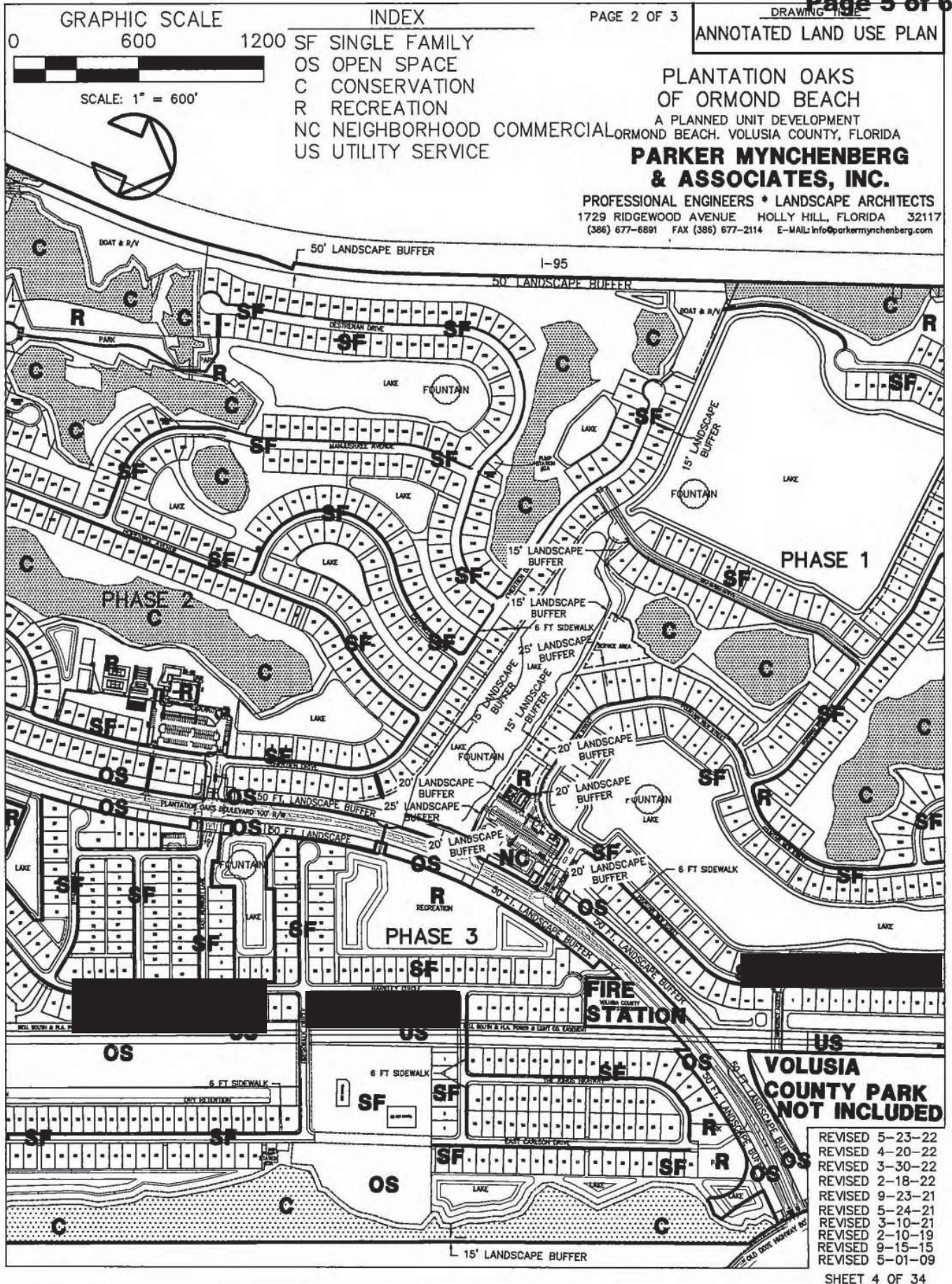
EXHIBIT "B"**Page 5 of 6**

EXHIBIT "B"

Page 6 of 6



GRAPHIC SCALE

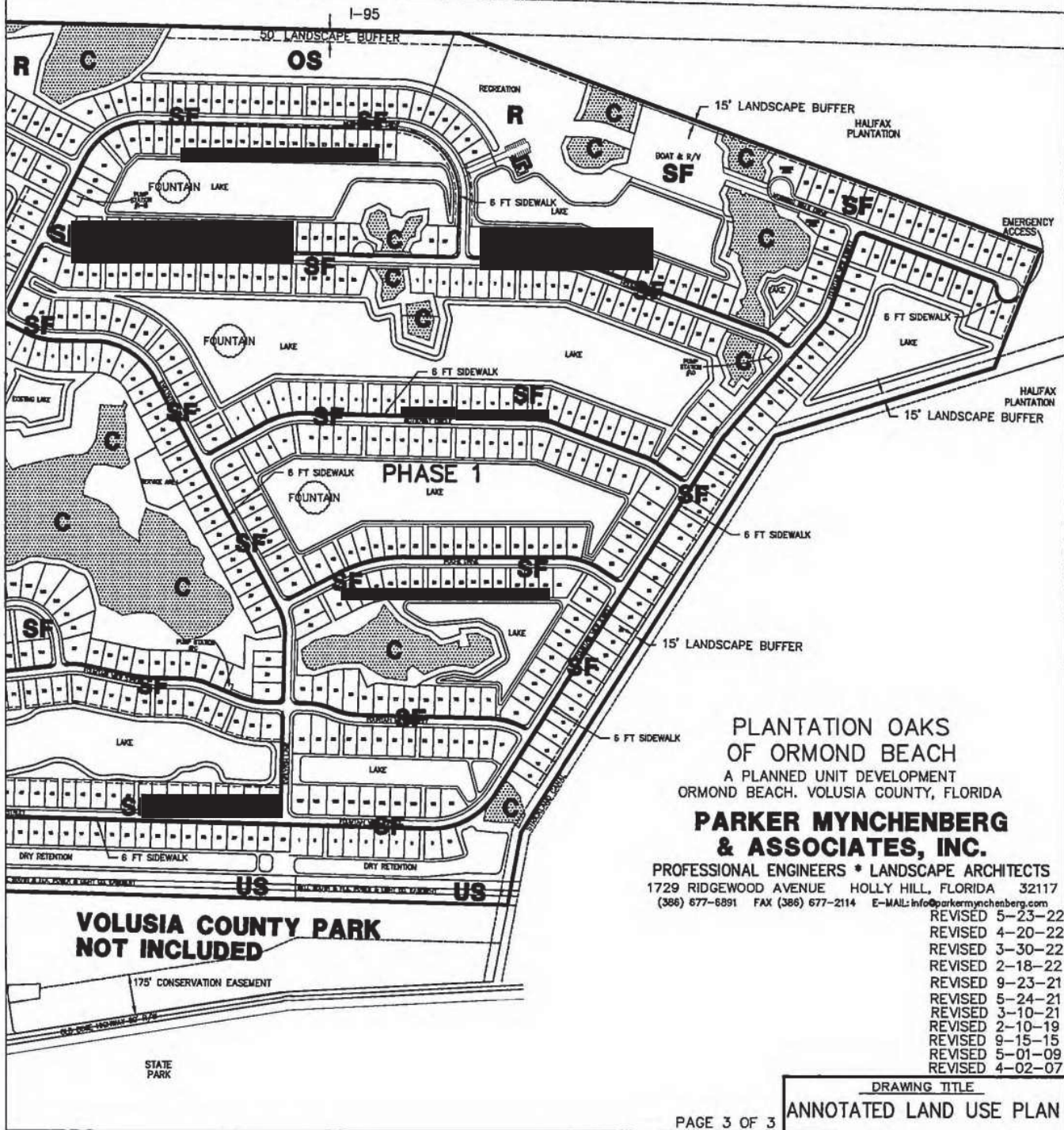
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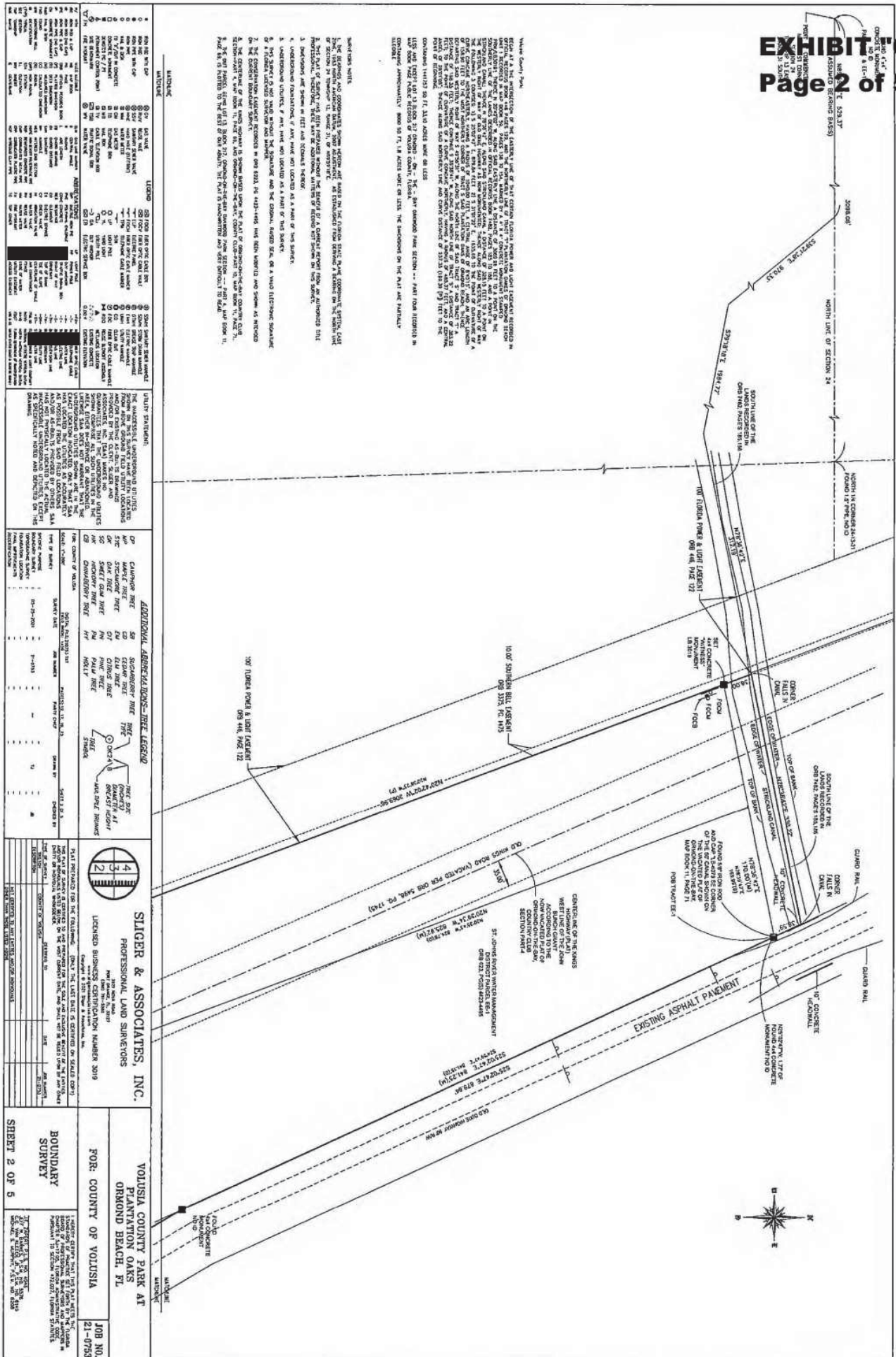


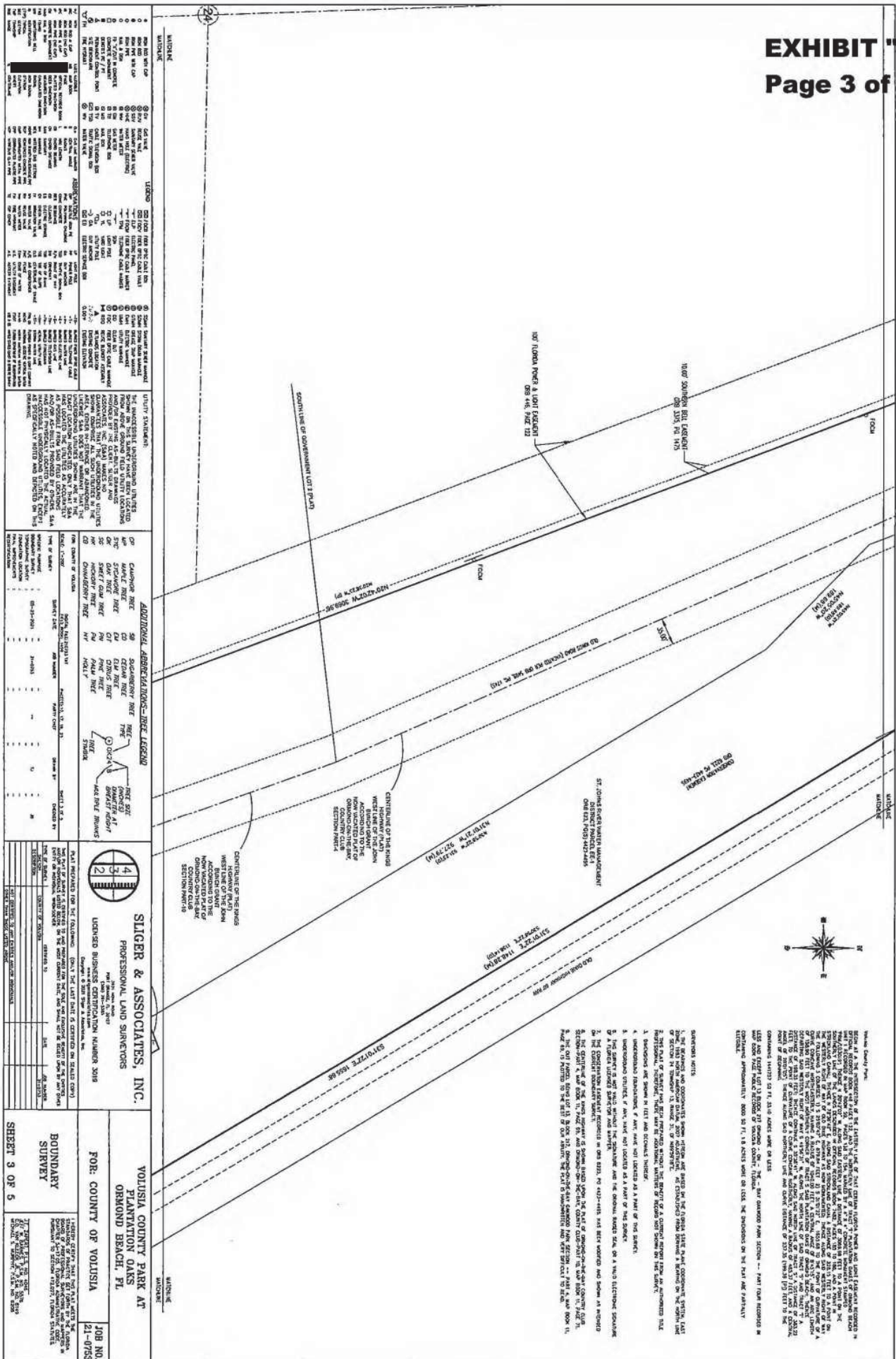
SCALE: 1" = 600'

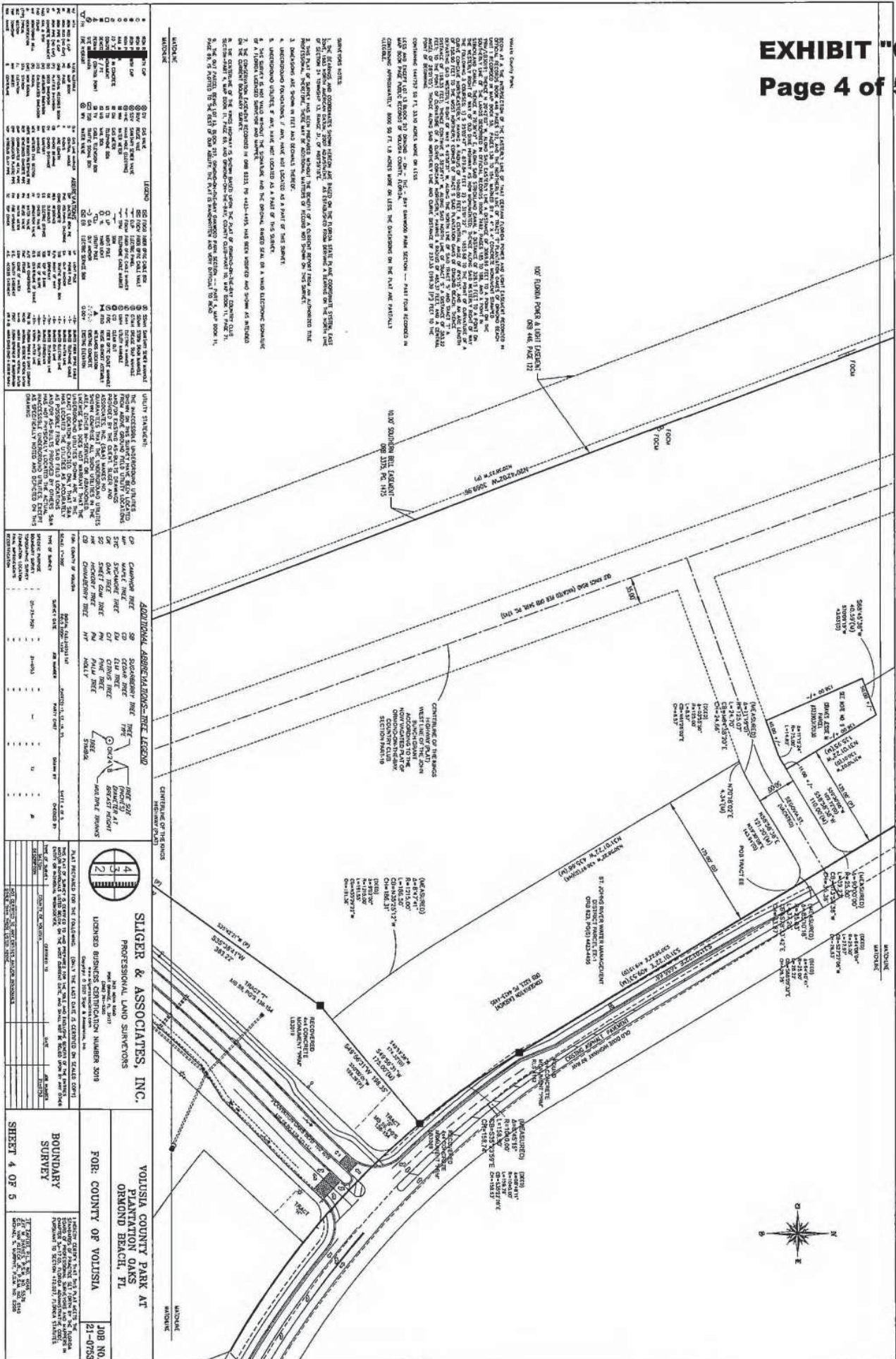
INDEX

SF SINGLE FAMILY
OS OPEN SPACE
C CONSERVATION
R RECREATION
NC NEIGHBORHOOD COMMERCIAL
US UTILITY SERVICE









[illegible]

EXHIBIT "D"**Page 1 of 3****PLANTATION OAKS OF ORMOND BEACH
Summary of Major Amendment Request**

03/30/2022

Revised 04/20/2022

Revised 05/25/2022

A. Summary of the Major Amendment Request

1. Add 163 single-family, fee simple, non-age-restricted stick built lots (83 Lots, former Golf Course Phase 1 (40 Lots) and 3 (43 Lots), and (80 Lots, Phase 4 former 53.41-acre School Site, 24.1-acre site plus 29.31-acre borrow pit and wetland) Total: 1,740 Lots.
2. Delete age restriction for Phase 3 (524 Lots) and lift Phase 4 age restriction and approve public streets for Phase 4 (80 Lots), Phase 3 and 4 to pay full school impact fees.
3. Require stick-built fee simple lots and no manufactured homes in Phases 3 and 4.
4. Remove the 33.10-acre Volusia County Park land area out of the Plantation Oaks PRD.

B. Description of the DRI

1. DRI Original Acreage = 2,107 acres
2. Land donated to VOLT outside DRI $\pm$ 2,000 acres
3. Acreage removed from DRI for Park/Preservation – 406.7 acres
4. Approximant DRI Original Acreage Dedicated/Donated for Preservation = $\pm$ 2,406.7 acres
5. DRI Current Allowable Units = 2,115 DU

C. Description of the Current Allowance in the Planned Development

1. Total Units = 1,577
 - a. Phase 1: 669 non-age-restricted fee simple single-family lots, no manufactured housing.
 - b. Phase 2: 427 age-restricted manufactured homes on leased lots.
 - c. Phase 3: 481 age-restricted lots, manufactured homes or single-family.
 - d. 53.41-acre former school site (24.1-acre site plus 29.31-acre borrow pit and wetland, former middle school).
 - e. 145.68-acre championship 18-hole golf course and restaurant (opened to the public).
 - f. 25,500-sf maximum neighborhood commercial on 1.58 acres.
 - g. 33.10-acre Volusia County Public Park.
 - h. Total Acreage = approximately 1,048.57 acres

D. Description of Proposed Plan

1. Phase 1: Convert portion of 145.68-acre golf course within Phase 1 to add an additional 40 non-age restricted, stick built, fee simple single-family lots. Total = 709 lots. Private streets maintained by HOA. No manufactured housing.
2. Phase 2: No proposed changes. 427 age-restricted manufactured homes on leased lots. Total = 427 lots. Private streets maintained by Phase 2 owner. Existing clubhouse amenities used only by Phase 2 residents.
3. Phase 3: Lift age-restriction, pay full school impact fees, prohibit manufactured homes, convert Phase 3 portion of 145.68-acre golf course to add an additional 43 stick-built fee simple single-family non-age-restricted lots. Total = 524 lots. Private streets maintained by HOA.

EXHIBIT "D"**Page 2 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 2 of 3

4. Phase 4: Former school site 53.41-acres, 24.1-acre site plus 29.31-acre borrow pit and wetland to allow 80 stick-built fee simple lots only, no manufactured housing, public streets, pay full school impact fee. Total = 80 lots.
5. 25,500 SF, 1.58-acre Neighborhood Commercial remains unchanged.
6. Natural Preservation
 - a. Conservation Easement
 - I. Wetland 109.45 acres
 - II. Upland 48.09 acres
 - III. Total 157.54 acres conservation easement
7. Other Buffers OS ±43.52 total acres
8. Total Preservation (C) = approximately 157.54 total acres
 - a. Phase 1: 2,500 SF Clubhouse, Pool, (4) Pickleball Courts, Dog Walk, and Walking Trail. 18.68 acres recreation
 - b. Phase 2: Existing 10,300 SF Clubhouse, Pool, (2) Spas, (4) Pickleball Courts, (2) Tennis Courts, (2) Dog Walks. 8.16 acres recreation
 - c. Phase 3: 5,230 SF Clubhouse, Pool, Tennis Court. 10.05 acres recreation
 - d. Phase 4: 2,000 SF Pool Cabana, Pool and Play Field. 6.43 acres recreation
9. Total acreage = 1,048.57 minus 33.10 acres, Volusia County Park = approximately 1,015.47 acres.

E. Description of School Impact Fee

1. School Board did not need site in Plantation Oaks and traded for a site they did need owned by the Developer next to Westside Elementary, Jimmy Ann Drive, Daytona Beach.
2. School Site on Jimmy Ann Drive was deeded to school board and a \$500,000.00 school impact fee was paid. Developer was returned Plantation Oaks school site (now Phase 4).
3. Phase 2 is age-restricted and will pay no additional school impact fees.
4. Phases 1, 3, and 4 will be subject to school concurrency and pay full school impact fees.
5. Adequate school capacity memo provided.

F. Acres and Percentages

1. Total site acreage is approximately 1,048.57 acres.
2. Total site acreage minus Volusia County public park is approximately 1,015.47 acres.
3. Gross Density is 1,740 DU/1,015.47 acres = 1.714 DU/AC.
4. Gross Density minus project wetlands is 1,740 DU / 906.15 acres = 1.920 DU/AC.
5. Tree/natural preservation "C" is approximately 157.54 acres.
6. Wetland acreage is 109.45 acres.
7. Wetland Impact: wetland impacts were 6.56 acres and have occurred and have been mitigated.
8. Subdivision Park/Recreation Area
 - I. Phase 1: 18.68 acres
 - II. Phase 2: 8.16 acres
 - III. Phase 3: 10.05 acres
 - IV. Phase 4: 6.43 acres
 - V. Total: 43.32 acres
9. Stormwater area = 210.08 acres

EXHIBIT "D"**Page 3 of 3**

Plantation Oaks of Ormond Beach
 Summary of Major Amendment Request
 May 25, 2022
 Page 3 of 3

10. Lot Sizes:

	Existing Zoning	Proposed Zoning	Setbacks
Phase 1	50' x 100' min.	55' x 110' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 2	50' x 100 min. Single-Family 65' x 100' min. Manufactured Homes	65' x 110' minimum	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 3	50' x 100' min.	55' x 100' minimum 55 and 65 x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft
Phase 4	N/A	60' x 100' minimum 60' x 125' typical	Front: 20-ft, Rear: 20-ft, Side 7.5-ft. Side Corner No Access 15-ft

11. Permitted Uses:

- a. Phases 1, 3, 4: Single family dwellings on platted lots.
- b. Phase 2: Manufactured home/modular home dwellings fee simple or on leased lots, with age restriction for 80% of individuals to be 55 years old or older.
- c. Accessory uses and structures customary to residential development (i.e. swimming pools, pool and patio screen, storage sheds, patios, decks, etc.).
- d. Parks and recreational areas accessory to residential uses.
- e. Neighborhood Commercial uses up to 25,500 square feet as shown on the phase 1 master overall plan.
- f. Recreation vehicle and boat storage.

12. Development standards:

- a. Waterfront yard: 20 feet
- b. Maximum building coverage: 60%
- c. Maximum lot impervious area: 75%
- d. Maximum building height: 35 feet
- e. Minimum floor area:
 - i. Single-family (Phase 1, 3,4) 1,400 sf
 - ii. Manufactured home (Phase 2) 1,200 sf
- f. Accessory structure setback:
 - i. Side yard: 7.5 feet
 - ii. Side yard corner no access: 15 feet
 - iii. Rear yard setback: 5 feet
 - iv. Front yard: 20 feet

DRAFT

**Planning Board minutes
from
June 8, 2023**

ITEM:

PP 2023-052

Archer's Mill Phase 3
Preliminary Plat

the project before the rezoning and that an additional certificate of concurrency would be obtained during the plat.

Mr. du Moulin asked if this project has a Homeowner's Association (HOA). Mr. Mynchenberg stated that there will be an HOA. Mr. Mynchenberg continued that the water management district and municipality requires either a Property Owners Association (POA) or Homeowners' Association (HOA) to maintain the common elements. For this project, these are gated/private streets that the HOA would have maintenance responsibility. Mr. du Moulin stated that he spoke to his attorney and there is no better format than an HOA. Mr. du Moulin expressed concerns regarding code enforcement and asked if city code enforcement would be applicable on subdivisions with an HOA. Mr. Railsback stated that code enforcement is a reactive approach and an HOA would generally have a proactive approach. Chairman Thomas stated that city code enforcement is complaint driven. A discussion occurred regarding management companies providing enforcement services for HOA covenants and restrictions violations. Mr. Railsback recalled a positive code enforcement action that occurred within his subdivision.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PP 2023-051, Archer's Mill, Phase 2, Preliminary Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

H. PP 2023-052, Archer's Mill, Phase 3, Preliminary Plat

Mr. Steven Spraker, Planning Director, stated that this is a request for a Preliminary Plat for a 59 lot single-family subdivision on 22.42± acres. He displayed maps describing the project's location. Mr. Spraker detailed the Plantation Oaks Planned Residential Development and showed an exhibit that provided the subdivision's zoning approval. Mr. Spraker stated that the subdivision process is a three step process: (1) zoning approval which occurred with Ordinance 2022-16, (2) Preliminary Plat, which includes subdivision construction drawings, and (3) Final Plat, which is a legal document to subdivide land after constructing improvements or posting a performance bond. Mr. Spraker concluded that Archer's Mill, Phase 3 is consistent with the zoning approval and the Site Plan Review Committee (SPRC) recommended approval.

Board Discussion and Questions

Mr. Railsback indicated that he supports responsible development and is supportive of this application.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve PP 2032-052, Archer's Mill, Phase 3, Preliminary Plat. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

I. FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan Amendment

Mr. Spraker, Planning Director, explained that this is an administrative Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail, totaling approximately 52 acres, from Volusia County "Industrial" to Ormond Beach "Heavy Industrial" based upon annexation. The amendment would contain a map annotation limiting the Floor Area Ratio to 0.60, the same as the Volusia County land use. Mr. Spraker stated that the amendment was reviewed based on Policy 2.5.2. of the Future Land Use Element and it was determined that the amendment was an appropriate use of land, consistent with the Volusia County land use, and does not have negative infrastructure impact. Mr. Spraker concluded that staff recommends approval of the Comprehensive Plan Land Use Map amendment for the property at 860 Hull Road and 1399 Hull Trail.

Board Discussion and Questions

Mr. Railsback asked about the type of uses and if anything was included or excluded. Mr. Spraker stated this was the land use item and the next item detailed the allowed uses for the I-2 zoning district.

Audience Comments/Input

There were no individuals who spoke on this item.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Railsback motioned to approve FLUM 2023-055, 860 Hull Road and 1399 Hull Trail, Large Scale Comprehensive Plan. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

J. LDC 2023-056, Creation of the I-2, Heavy Industrial Zoning District

Mr. Steven Spraker, Planning Director, explained that this is a Land Development Code (LDC) amendment for the creation of the I-2, Heavy Industrial Zoning District, providing use definitions, and creating conditions for conditional and special exception and zoning uses. Mr. Spraker detailed the Land Development Code (LDC) sections proposed for amendments.

Mr. Spraker stated that staff met with representatives of Halifax Paving who provided suggestions for the definition of asphalt batching and cement plants as follows: "Asphalt Batching and Cement Plants means a manufacturing facility where

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 10.A
Section:	SECOND READING OF ORDINANCES			
Item Category:	Second Reading of Ordinances	Res./Ord. No:	2023-34	
Strategic Goal:	Governance - Other			
Department:	City Attorney			
Subject:	Amendment to Code of Ordinances, Chapter 5 Animals and Fowl (SECOND READING)			
Budget Impact:	There is no impact upon the city budget.			
Summary:	The revisions to Chapter 5, Code of Ordinances, will add an additional level of animal accountability for dog owners and increased safety for all citizens.			
Recommended Action:	It is recommended that the City Commission approve the proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl.			
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217			
Approval:				
Kelly McGuire, Finance Director		6/7/2023		
Claire Whitley, Assistant City Manager		6/7/2023		
Joyce Shanahan, City Manager		6/19/2023		



CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney and
Justin Soard, Lead Animal Control Officer

Date: June 6, 2023

Subject: Amendment to Code of Ordinances, Chapter 5 Animals and Fowl

Introduction

This is a proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl. The amendment mainly addresses dangerous and aggressive dogs, dogs at large, and failure to comply.

Discussion

In general, the City of Ormond Beach does not have a serious problem concerning aggressive or dangerous dogs. In the last 15 years, the city has never had more than two dangerous dog cases in one year, and most years has had one or no cases. However, because of the seriousness of any dangerous dog case, the matter deserves attention and as much regulation as reasonably possible. The city already has very high standards for ownership of dangerous dogs. For example, the city's requirement that dangerous dog owners obtain liability insurance is one of the few in the state with this requirement. The main issue facing animal control is not the number of dangerous dogs, or that the current regulations are not tough enough. The main problem is that the few dogs that have caused concerns typically have owners that are wholly irresponsible with the animals and will not abide by the city's regulations no matter how strictly written. Therefore, this amendment particularly addresses failure to comply issues, including dangerous dogs that are found "at large", mandatory impoundment and procedures for destruction. The amendment also adds provisions for liability to property owners, including landlords, that permit non-complaint dangerous dogs onto their property. In the experience of animal control, many of the dangerous dog owners do not own their property, and many are transient with property owners allowing the situation to persist. Fines related to these violations are also increased.

In addition to tightening the dangerous dog regulation, this amendment adds another class of dog to its regulation, classification of "aggressive dog" for dogs that severely injure or kill another domestic animal. There are many dogs that are non-aggressive to

people, but are very aggressive towards other animals. Under Florida law, a dog can be deemed dangerous if it seriously injures or kills another domestic animal while off its owner's property more than once. The city is preempted by the Florida legislature from modifying this definition. Although infrequent, there have been unfortunate occasions when a dog has been at large and severely injured or killed another's pet. Because of the statutory definition of dangerous dog, the city cannot deem this dog "dangerous" for the one incident. The offending dog owner is usually cited with a "dog at large" violation (although the owner of the injured dog does have civil remedies). In essence, someone's pet was the "one free kill" under the Florida dangerous dog law. Adding a new class of "aggressive dog" does not change the definition of dangerous dog, but reasonably regulates aggressive dogs that severely injure or kill another's pet.

This amendment adds additional provisions for the city to recover costs of impoundment for all causes under Chapter 5. All impounded animals are transferred to the Halifax Humane Society (HHS) per the city's contract with HHS. The 2022 animal control cost budget was \$38,000.00. Animal control reported costs of \$28,000.00 in 2022, approximately 10k under budget. The 28k also included all wildlife calls. The largest cost to the department is HHS impoundment. The largest share of impoundment cost is due to owner hospitalization/death and drop off of stray or abandoned animals found in the city. Owner incarceration, although less frequent, also occurs. Although dangerous dogs are impounded, the cost of this impoundment is a very small fraction of the animal control budget because it is uncommon. Although this amendment contains additional regulation for recoupment of costs, lack of regulation is not the main problem. Recovery for impoundment for any cause is not always possible when owners are unable to pay and collection efforts would be fruitless. The city is also dependent on HHS to collect impoundment fees.

This amendment also contains a few other minor changes to reflect current practices or consistency with Florida Statutes.

Budget Impact

There is no impact upon the city budget.

Citizen Impact

The revisions to Chapter 5, Code of Ordinances will add an additional level of animal accountability for dog owners and safety for all citizens.

Recommendation

It is recommended that the City Commission approve the proposed amendment to the Code of Ordinances, Chapter 5, Animals and Fowl.

ORDINANCE NO. 2023-34

AN ORDINANCE AMENDING SECTION 5-1, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-10, ANIMALS CONSTITUTING A NUISANCE PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-13, FEEDING OF FERAL OR STRAY ANIMALS PROHIBITED, OF ARTICLE I, IN GENERAL, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-23, RUNNING AT LARGE PROHIBITED OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-25, NOTICE OF IMPOUNDING, OF ARTICLE II, LIVESTOCK, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-62, LICENSES ANNUAL; FEE, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-67, DUPLICATE TAGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-69, RUNNING AT LARGE PROHIBITED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING 5-70, IMPOUNDING OF VIOLATORS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-72, RESPONSIBILITY FOR PAYMENT AND RECLAIMING AFTER IMPOUNDMENT, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-78, DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-79, EXCEPTIONS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-80, INVESTIGATION AND DETERMINATION OF DANGEROUS DOG, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-81, ACTION TO BE TAKEN BY OWNERS/KEEPERS OF DANGEROUS DOGS, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-82, RESERVED, OF ARTICLE III, DOGS AND CATS; OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL; AMENDING SECTION 5-83, OPTIONAL ACTION, OF ARTICLE III, DOGS AND CATS;

OTHER ANIMALS, OF CHAPTER 5, ANIMALS AND FOWL,
OF THE CITY OF ORMOND BEACH CODE OF
ORDINANCES; AND SETTING FORTH AN EFFECTIVE
DATE.

**BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND
BEACH, FLORIDA, THAT:**

SECTION ONE. Section 5-1, Definitions, of Article I, In General, of Chapter 5,
Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby
amended to read as follows:

Sec. 5-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings
ascribed to them in this section, except where the context clearly indicates a different meaning:

Adequate shelter means provision of and access to a secure weather-resistant shelter that is
suitable for the age, height, size, breed, and type of each animal; provides adequate air ventilation
and adequate space for each animal to stand up, lay down, stretch out, and turn around without
being impeded by the shelter; is safe and protects each animal from injury, rain, hail, the adverse
effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables
each animal to be clean and dry, except when detrimental to the species; during hot weather, is
properly shaded with a covering and does not readily conduct heat; during cold weather, has a
windbreak at its entrance and provides a quantity of bedding material consisting of straw, cedar
shavings, or the equivalent that is sufficient to protect the animal from cold and promote the
retention of body heat; and, for dogs and cats, provides a solid surface, resting platform, pad,
floor mat, or similar device that is large enough for the animal to lie on in a normal manner and
can be maintained in a sanitary manner. A shelter whose wire, grid, or slat floor permits an
animal's feet to pass through the openings; sags under the animal's weight; or otherwise does not
protect the animal's feet or toes from injury is not adequate shelter for purposes of this section.

Animal means all creatures herein after defined in this section and every living dumb
~~creature.~~ shall have the contextual meaning of the circumstances in which the word is used.

At large means off the premises of its owner and not under restraint, leash, or chain, or not
otherwise controlled by a competent person.

Cat means any member of the animal species *Felis Catus*.

Continuous means without interruption.

Domesticated animal means any of various animals domesticated by man as to live and breed in a tame condition, such as domestic dogs or cats, and shall include as provided in F.S. §585.01, any equine or bovine, goat, sheep, swine, domestic cat, dog, poultry, ostrich, emu, rhea, or other domesticated beast or bird.

Feral means an unsocialized animal which may be one or more generations removed from a home environment and that may subsist in a colony of similar animals living on the fringes of human existence.

Frequent means happening or appearing often or at close intervals.

Habitual means a usual act, practice or manner that is acquired or displayed by frequent repetition.

Horse includes any mule, burro, pony, jack or jenny.

Kennel means the commercial business of breeding, buying, selling or boarding of dogs or cats.

Livestock means ~~any animal of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.~~ grazing animals, such as cattle, horses, mules, sheep, hogs, goats, other hoofed animals, ostriches, emus, and rheas that are raised for private use or commercial purposes as provided in F.S. §585.01.

Owner means any person that has licensed an animal in accordance with the requirements of this chapter; or who has vaccinated such animal against rabies in accordance with F.S. § 828.30; or who otherwise has or claims ownership or a right of property in any animal: or any custodian or other person in charge of any animal, domestic or otherwise.

Repeated means renewed or recurring again and again.

Stray means a free-roaming animal that is not owned by anyone; that has no reliable source of shelter or food from anyone claiming ownership or a right of property in the animal; and that is not licensed pursuant to this chapter, or vaccinated for rabies as required pursuant to F.S. § 828.30.

Tether shall mean a trolley cable, cord, rope, chain, strap, or any other linear thing that restrains, limits or confines the free unimpeded movement of a dog, cat, or other animal to a limited space or area.

Tethering or *tethered* shall mean the act of affixing or attaching a tether to a dog, cat, or other animal. The act of "tethering" shall not include the use of a leash or other restraint when utilized by a person while walking or exercising a dog, cat, or other animal; nor shall it include

commercial safety restraint devices that are designed for use in vehicles for the protection of animals while they are being transported from one location to another.

Unlicensed dog or cat means a dog or cat for which the license for the current year has not been paid, or to which the tag provided for in this chapter is not attached.

Wild animal means any animal not ordinarily and customarily domesticated, including, but not limited to, any skunk, raccoon, opossum, squirrel ~~or~~, fox, or coyote.

SECTION TWO. Section 5-10, Animals constituting a nuisance prohibited, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-10. Animals constituting a nuisance prohibited.

It shall be unlawful for any person to own or keep any animal described in section 5-1 of this chapter that becomes a nuisance in the community. The term "nuisance," for the purposes of this chapter, shall include, but is expressly not restricted to the following:

- (1) Frequent and repeated barking, howling, or making noise for two or more continuous intervals of at least 30 seconds during any period of ten consecutive minutes or more at any time;
- (2) Barking, howling, or making noise for a continuous period of one minute or more at any time;
- (3) Frequent digging into, breaking or otherwise injuring or damaging shrubbery, trees, lawns, garbage, or stored materials on public or private property not belonging to the owner or custodian of the animal;
- (4) Frequent or habitual depositing of excreta on property not belonging to the owner or custodian of the animal.
- (5) Running at large.

SECTION THREE. Section 5-13, Feeding of feral or stray animals prohibited, of Article I, In General, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-13. Feeding of feral or stray animals prohibited.

It shall be unlawful for any person to feed a feral or stray animal within the city except by "owners," as that term is defined herein, ~~and except that such feeding may take place in feral cat colonies that have been approved in writing by the police chief or his designee and such feeding of stray animals may occur temporarily while ownership of said animal, as defined in section 5-1, is re-established~~ unless the animal is part of a spay and neuter return to field program.

SECTION FOUR. Section 5-23, Running at large prohibited, of Article II, Livestock, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-23. Running at large prohibited.

It shall be unlawful to allow or permit any ~~horses, mules, cattle, swine or other~~ livestock to roam or run at large within the city.

SECTION FIVE. Section 5-25, Notice of impounding, of Article II, Livestock, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-25. Notice of impounding.

Immediately after impounding any ~~domesticated animal~~ livestock under the provisions of section 5-24, it shall be the duty of the animal control officer to make every reasonable effort to identify and notify the owner of the animal.

SECTION SIX. Section 5-62, Licenses annual; fee, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-62. Licenses annual; fee.

Dog and cat licenses shall be issued annually by the animal control officer upon payment of a license fee of \$5.00 for each animal. ~~as established by the City.~~

SECTION SEVEN. Section 5-67, Duplicate tags, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-67. Duplicate tags.

In case a dog or cat tag is lost or destroyed, a duplicate will be issued by the animal control officer, upon presentation of a receipt showing the payment of the license fee for the current year, and the payment of ~~\$0.50~~ for such duplicate.

SECTION EIGHT. Section 5-69, Running at large prohibited, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-69. Running at large prohibited.

(a) No owner or keeper of any animal shall permit such animal to run at large at any time, whether licensed or unlicensed. Dogs shall be on a leash not to exceed eight feet in length at all times when off the owner's property. Evidence that such owner or keeper has made an attempt to preclude the animal from running at large shall be considered by the special magistrate in its determination as to whether or not a violation of this section has occurred.

(b) A dog that has been deemed dangerous that is subsequently found at large shall be immediately impounded and the matter referred to the Special Magistrate under Section 8-83, Failure to Comply.

(c) In addition to other penalties provided by this Chapter and Florida Statutes, If a dog that has been deemed aggressive or dangerous injures a domestic animal or person while at large, the violation shall be deemed irreversible and irreparable in nature and a fine of \$5,000.00, or the then highest fine allowed by law shall apply.

SECTION NINE. Section 5-70, Impounding of violators, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-70. Impounding of violators.

An animal control officer has the authority to impound any animal at large, pursuant to the enforcement or violation of any ordinance of this Chapter or as provided by Florida Statutes. It shall be the duty of the animal control officer to apprehend any animal found running at large ~~and to impound such domesticated animal~~. The city shall establish and operate, either independently or in cooperation with a humane society or a veterinarian, a suitable place for the impounding, care and final disposal of all animals picked up under the terms of this ~~article~~, Chapter and said place shall be known as the animal shelter. The animal control officer, upon receiving any animal, shall make a complete registry, entering the breed, color and sex of such animal, whether licensed or unlicensed. If licensed, he shall enter the name, address and e-mail address of the owner and the number of the license tag. Licensed dogs or cats shall be separated from unlicensed dogs or cats.

SECTION TEN. Section 5-72, Responsibility for payment and reclaiming after impoundment, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-72. Responsibility for payment and reclaiming after impoundment.

The owner of any ~~dog or cat~~ animal impounded pursuant to city ordinance or Florida Statutes can reclaim such ~~dog or cat animal~~, upon payment of a license fee and the charges hereinafter imposed, and of all costs and charges incurred by the city for impounding and maintenance of such ~~dog or cat animal~~. No ~~dog or cat animal~~ shall be reclaimed unless the owner furnishes the animal control officer a certificate showing that the ~~dog or cat animal~~ has been vaccinated against rabies within the preceding 12 months. If the owner cannot furnish said certificate, the ~~dog or cat animal~~ shall be transported to an animal shelter or veterinarian where the appropriate vaccination can be administered prior to its release. ~~The following charges shall be paid to the city through the animal control officer: For keeping or impounding any animal, \$20.00; and for each day kept, \$5.00.~~ Any of the duties herein imposed upon the animal control officer may be delegated to an animal shelter by a service agreement approved by resolution of the city commission. In all instances of impoundment, owners of animals are responsible for the full cost of impoundment as charged by the shelter.

SECTION ELEVEN. Section 5-78, Dangerous dogs, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-78. Aggressive and dangerous dogs.

A dog shall be deemed "dangerous" if:

- (1) According to the records of the police department, it has:
 - a. Aggressively bitten, attacked or endangered, or has inflicted severe injury (any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery) on any human being lawfully on public or private property;
 - b. More than once severely injured or killed a domestic animal (as defined by F.S. § 585.01(10)) while off of the property of its owner or keeper; or
[A dog may be deemed "aggressive" after a single occurrence of killing or severely injuring a domestic animal without provocation]
 - c. When unprovoked (the victim has been conducting himself peacefully and lawfully), chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more victims and dutifully investigated by the appropriate authority;
- (2) It has been used primarily or in part for the purpose of dog fighting;
- (3) It is trained for dog fighting; or
- (4) It is used as a guard dog.

SECTION TWELVE. Section 5-79, Exceptions, of Article III, Dogs and Cats;

Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-79. Exceptions.

- (a) A dog shall not be deemed dangerous or aggressive if:
 - (1) The threat, injury or damage was sustained by a person who, at the time:
 - a. Was unlawfully on the property;
 - b. While lawfully on the property, was tormenting, abusing or assaulting the dog or its owner or a family member; or
 - c. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.
 - (2) It is owned by a law enforcement agency and used for law enforcement work.
- (b) Hunting dogs are exempt from the provisions of this Code when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials and herding trials

are exempt from the provisions of this Code when engaged in any legal procedures. However, such dogs at all other times in all other respects shall be subject to all applicable laws. Dogs that have been classified as dangerous shall not be used for hunting purposes.

SECTION THIRTEEN. Section 5-80, Investigation and determination of dangerous dog, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-80. Investigation and determination of dangerous or aggressive dog.

- (a) An animal control officer shall investigate reported incidents involving any dog that may be a "dangerous dog," or "aggressive dog" as defined in section 5-78, and shall, if possible, interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous or aggressive. Any animal that is the subject of a dangerous or aggressive dog investigation, that is not impounded with an animal shelter, shall be humanely and safely confined by the owner in a securely fenced or enclosed area pending the outcome of the investigation and resolution of any hearings related to the dangerous or aggressive dog classification. The address of where the animal resides shall be provided to the police department. No dog that is the subject of a dangerous or aggressive dog investigation may be relocated or ownership transferred pending the outcome of an investigation or any hearings related to the determination of a dangerous or aggressive dog classification. In the event that a dog is to be destroyed, the dog shall not be relocated or ownership transferred.
- (b) After the investigation, the animal control officer shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous or aggressive and shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control officer shall provide written notification of the sufficient cause finding, to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48, relating to service of process. The owner may file a written request for a hearing before a special master within seven calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than five calendar days after receipt of the request from the owner. If the owner fails to request a hearing before a special master, the determination of the animal control officer shall become final and the animal control officer shall then provide the owner with the notice required by subsection (d) of this section.
- (c) At any requested hearing, a special master shall determine whether or not the subject dog is in fact a "dangerous dog," or "aggressive dog" as defined in section 5-78, which determination shall be based upon the evidence and testimony presented at the time of the

hearing by the owner and/or keeper, witnesses to any incident(s) which may be considered relevant to the determination, county health department personnel, humane society personnel, animal control personnel, law enforcement personnel, or any other person possessing information relevant to the determination.

- (d) Once a dog is finally determined to be a dangerous or aggressive dog, the animal control officer or a special master, whoever makes the final determination, shall provide written notification to the owner by registered mail, certified hand delivery or service, and the owner may file a written request for a hearing in the county court to appeal the determination within ten business days after receipt of a written determination of dangerous dog classification and must confine the dog in a securely fenced or enclosed area pending a resolution of the appeal.

SECTION FOURTEEN. Section 5-81, Action to be taken by owners/keepers of dangerous dogs, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-81. Action to be taken by owners/keepers of dangerous dogs.

- (a) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner is guilty of a misdemeanor of the first degree, punishable as provided in F.S. § 775.082 or 775.083. In addition, the dangerous dog shall be immediately confiscated by the police department, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to an animal shelter to be held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.
- (b) If a dog that has not been declared dangerous attacks and causes severe injury to or death of any human, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to the Halifax Humane Society to be held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure. In addition, if the owner of the dog had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the

owner of the dog is guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

- (c) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082, 775.083 or 775.084. In addition, the dog shall be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and delivered to the Halifax Humane Society to be held for ten business days after the owner is given written notification under section 5-80, and thereafter destroyed in an expeditious and humane manner. This ten-day time period shall allow the owner to request a hearing under section 5-80. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.
- (d) If the owner files a written appeal under section 5-80, the dog must be held and may not be destroyed while the appeal is pending.
- (e) If the dog attacks or bites a person who is engaged in a criminal activity at the time of the attack, the owner is not guilty of any crime specified under this section.
- (f) Within 72 hours after a dog has been classified as dangerous by the animal control officer or by a special master, or a dangerous dog classification is upheld by the county court on appeal, the owner of the dog must obtain a certificate of registration for the dog from the police department, and the certificate shall be renewed annually. The fee for such registration shall be ~~\$250.00~~ \$500.00 per year. The police department is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the police department sufficient evidence of:
 - (1) A current certificate of rabies vaccination for the dog;
 - (2) A proper enclosure to confine a dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of a dangerous dog on the property. For purposes of this section, "proper enclosure" means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under or through the structure and shall also provide protection from the elements. Such pen or other structure shall have minimum dimensions of five feet by ten feet, have secure sides and a secure top. Unless it has a bottom secured to the sides, the sides shall be embedded into the ground for a distance of no less than two feet;
 - (3) Permanent identification of the dog, being a tattoo of the licensing number or such other number as the police chief or his designee shall determine, on the right inside thigh, or a microchip with the licensing number or other such number as the police chief or his designee shall determine, performed by a licensed veterinarian or a licensed tattooist.

(g) The owner shall immediately notify the police department when a dog that has been classified as dangerous:

- (1) Is loose or unconfined;
- (2) Has bitten a human being or attacked another animal;
- (3) Is sold or given away or dies;
- (4) Is moved to another address.

Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, e-mail address and telephone number of the new owner to the police department. The new owner must comply with all of the requirements of this Code. The police department must be notified by the owner of a dog classified as dangerous that the dog is in the city.

(h) The owner shall not permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash, ~~with a minimum tensile strength of 300 pounds and~~ no longer than three feet in length, and the dog shall be harnessed and under the control of a competent person capable of restraining the dog. The muzzle must be made in a manner that will not cause injury to the dog or interference with its vision or respiration but will prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his sight and only members of his immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle. Dangerous dogs are not permitted in any public parks, including dog parks.

(i) Within 30 days of a dog being classified as dangerous by the animal control officer or by a special master or within 30 days of a dangerous dog classification being upheld by the county court on appeal or within 30 days of a dangerous dog being moved into the city from another jurisdiction, the owner or keeper of a dangerous dog shall present to the city proof that he has procured liability insurance or surety bond in the amount of not less than \$100,000.00, covering any damage or injury which may be caused by such dangerous dog. Such insurance policy shall contain a provision requiring that the city be notified immediately by the agent issuing the policy in the event that the insurance policy is canceled, terminated or expires. Liability insurance or surety bond shall be obtained prior to the issuing of a certificate of registration for the dangerous dog. The owner or keeper shall sign a statement attesting that he shall maintain and not voluntarily cancel the liability insurance policy during the 12-month period for which a certificate of registration is sought, unless he ceases to own or keep the dangerous dog prior to the expiration date of the certificate of registration.

(j) Any dog classified as dangerous shall not be used for breeding. Dogs classified as dangerous shall be spayed or neutered by a licensed veterinarian within 30 days of such classification unless:

- (1) A licensed veterinarian certifies in writing that the dog is incapable of reproduction; or

- (2) A licensed veterinarian certifies in writing that spaying or neutering the dog would be injurious to the dog's health; provided, however, that if the health condition of the dog is of a temporary nature, then the dog shall be spayed or neutered immediately after the health condition has been corrected.
- (k) This section shall have retrospective application and apply to all dogs classified as dangerous, regardless of the date of classification.
- (l) This section shall apply to all dogs classified as dangerous, regardless of the jurisdiction that classified the dog.
- (m) Any property owners, including but not limited to landlords, that permit a dangerous dog to remain on their premises when the owner or keeper of the dog has not met the requirements of this section shall be held in violation of this section and for all applicable fines and costs in the enforcement thereof.

SECTION FIFTEEN. Section 5-82, Reserved, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-82. ~~Reserved.~~ Action to be taken by owners/keepers of aggressive dogs.

- (a) Within 72 hours after a dog has been classified as aggressive by the animal control officer or by a special master, the owner of the dog must obtain a certificate of registration for the dog from the police department, and the certificate shall be renewed annually. The fee for such registration shall be \$250.00 per year. The police department is authorized to issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the police department sufficient evidence of:
 - (1) A current certificate of rabies vaccination for the dog;
 - (2) A proper enclosure to confine an aggressive dog and the posting of the premises with a clearly visible warning sign at all entry points that informs both children and adults of the presence of an aggressive dog on the property;
 - (3) Permanent identification of the dog, such as a microchip with the licensing number or other such number as the police chief or his designee shall determine, performed by a licensed veterinarian.
- (b) The owner shall immediately notify the police department when a dog that has been classified as aggressive
 - (1) Is loose or unconfined;
 - (2) Has injured a human being or attacked another animal;

- (c) Any owner or keeper of an aggressive dog shall keep the dog muzzled, leashed, and harnessed at all times when off the owner or keeper's private property. Aggressive dogs are not permitted in any public parks, including dog parks.
- (d) Any dog classified as dangerous shall not be used for breeding. Dogs classified as aggressive shall be spayed or neutered by a licensed veterinarian within 30 days of such classification unless:
- (1) A licensed veterinarian certifies in writing that the dog is incapable of reproduction; or
- (2) A licensed veterinarian certifies in writing that spaying or neutering the dog would be injurious to the dog's health; provided, however, that if the health condition of the dog is of a temporary nature, then the dog shall be spayed or neutered immediately after the health condition has been corrected

SECTION SIXTEEN. Section 5-83, Optional action, of Article III, Dogs and Cats; Other Animals, of Chapter 5, Animals and Fowl, of the City of Ormond Beach, Florida, *Code of Ordinances* is hereby amended to read as follows:

Sec. 5-83. ~~Optional action.~~ Failure to comply.

- (a) Any owner/keeper of a ~~dangerous~~ dog deemed dangerous pursuant to section 5-78(1)a or 5-78(1)b of this Chapter who is unable or unwilling to comply with Section 5-81 shall promptly have the dog humanely euthanized by an animal shelter or a licensed veterinarian at the owner's expense. At the time the dog is delivered to the animal shelter or veterinarian, the owner/keeper shall advise the person receiving the dog that it is a dangerous dog.
- (b) If the owner fails to voluntarily euthanize the dog, animal control has authority to seize the dog and provide notice of the intention to destroy the dog to the owner or keeper of the animal due to the likelihood of a future threat to the public safety, health and welfare. Animal control shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control officer shall provide written notification of the sufficient cause finding, to the owner, by registered mail, certified hand delivery, or service in conformance with the provisions of F.S. ch. 48, relating to service of process. The owner may file a written request for a hearing before a special master within seven calendar days from the date of receipt of the notification of the sufficient cause finding and, if requested, the hearing shall be held as soon as possible, but not more than 21 calendar days and no sooner than five calendar days after receipt of the request from the owner. If the owner fails to request a hearing before a special master, the determination of the animal control officer shall become final and the animal control officer shall then provide the owner with the notice required by subsection (d) of this section.

- (c) At any requested hearing, a special master shall determine whether or not there has been a failure to comply with section 5-81, which determination shall be based upon the evidence and testimony presented at the time of the hearing by the owner and/or keeper, witnesses to any incident(s) which may be considered relevant to the determination, county health department personnel, humane society personnel, animal control personnel, law enforcement personnel, or any other person possessing information relevant to the determination.
- (d) Once the determination that the owner or keeper of the dog is unable or unwilling to comply with section 5-82, the animal control officer or a special master, whoever makes the final determination, shall provide written notification to the owner by registered mail, certified hand delivery or service, and the owner may file a written request for a hearing in the county court to appeal the determination within ten business days after receipt of a written determination.

SECTION SEVENTEEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of June, 2023.

PASSED UPON at the second and final reading of the City Commission, this 18th day of July, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 11.A
Section:	RESOLUTIONS			
Item Category:	Resolution	Res./Ord. No:	2023-119	
Strategic Goal:	Transportation & Community Development - Other			
Department:	Planning & Building			
Subject:	203 Tomoka Avenue, Amended and Restated Agreement for Shared Parking			
Budget Impact:	There is no budget impact as the result of the amended shared parking agreement.			
Summary:	This is a request to amend and update the current Amended Parking Lot Construction and Shared Usage Agreement for the properties at 179 Tomoka Avenue and 203 Tomoka Avenue and adopt an Amended and Restated Agreement for shared parking.			
Recommended Action:	It is recommended that the City Commission approve the amendments and updates to the current Amended Parking Lot Construction and Shared Usage Agreement for the properties at 179 Tomoka Avenue and 203 Tomoka Avenue and adopt an Amended and Restated Agreement as shown in the attached Resolution.			
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341			
Approval:				
Kelly McGuire, Finance Director		6/14/2023		
Claire Whitley, Assistant City Manager		6/15/2023		
Joyce Shanahan, City Manager		6/19/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Steven Spraker, Planning Director
Date: July 18, 2023
Subject: 203 Tomoka Avenue, Amended and Restated Agreement for Shared Parking

Commission Goal: Transportation & Community Development - Other

Introduction

This is a request to amend and update the current Amended Parking Lot Construction and Shared Usage Agreement for the properties at 179 Tomoka Avenue and 203 Tomoka Avenue and adopt an Amended and Restated Agreement for a shared parking lot.

Background

In 2002 the City purchased the property at 179 Tomoka Avenue with the intention of creating a public parking lot. There was a parcel of land at 203 Tomoka Avenue that was owned by the property owner of 49 South Yonge Street, Sparkle-N-Shine Car Wash. The property at 203 Tomoka Avenue was too small to be developed on its own and a shared parking lot construction and shared usage agreement was created. Developing the two parcels together allowed a more efficient use of land for the City and Sparkle-N-Shine Car Wash property.

On November 6, 2002, the City approved Resolution 2002-246 that authorized an Amended Parking Lot Construction and Shared Usage Agreement that was signed by Sparkle-N-Shine Car Wash. The Agreement detailed the construction costs for the shared parking agreement and the shared operations of the parking lot area.

Discussion

On June 24, 2021, the property owner of 203 Tomoka Avenue, Sparkle-N-Shine Car Wash, sold the property to the current property owner, National Retail Properties, LP. The operation of the current property owner does not include the hand detailing that was done by Sparkle-N-Shine Car Wash and site changes, including the removal of a canopy, have occurred. The 2002 Amended Parking Lot Construction and Shared

Usage Agreement specified that the 203 Tomoka Avenue property was only to be used for employee parking. Over time, vacuum cleaning stations have been added to the property at 203 Tomoka Avenue. No vacuum cleaning stations have been added to the City public parking lot at 179 Tomoka Avenue. There is a need to update the 2002 Amended Parking Lot Construction and Shared Usage Agreement to allow for the vacuum cleaning stations on the property at 203 Tomoka Avenue. **It is important to note that there are two separate properties for the shared parking lot and the vacuum cleaning stations are only located on the 203 Tomoka Avenue property.**

City staff has no objection to the amendment of the agreement. Denial of the agreement would force the removal of the existing vacuum cleaning stations on 203 Tomoka Avenue. The proposed Amended and Restated Agreement deletes the references to the parking construction from the 2002 agreement.

Budget Impact

There is no budget impact as the result of the amended shared parking agreement.

Citizen Impact

The 2002 Amended Parking Lot Construction and Shared Usage Agreement was beneficial to both property owners and provided a more efficient parking lot layout. The vacuum cleaning stations have existed with no negative citizen impacts. It is not expected that the updated shared parking agreement would have any citizen impacts.

Recommendation

It is recommended that the City Commission approve the amendments and updates to the current Amended Parking Lot Construction and Shared Usage Agreement for the properties at 179 Tomoka Avenue and 203 Tomoka Avenue and adopt an Amended and Restated Agreement as shown in the attached Resolution.

Attachments:

1. 23-119 Amended & Restated Shared Parking Agmt 179&203 Tomoka Avenue (P23-0122G)
2. Amended and Restated shared parking usage agreement - Tomoka Ave
3. 203 Tomoka Avenue attachments

Approvals:



Kelly McGuire, Finance Director

Date: June 14, 2023



Claire Whitley, Assistant City Manager

Date: June 15, 2023



Joyce Shanahan, City Manager

Date: June 19, 2023

RESOLUTION NO. 2023-119

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT AND RESTATEMENT OF SHARED PARKING LOT USAGE AGREEMENT BETWEEN THE CITY AND NNN REIT, LP; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute an Amendment and Restatement of Shared Parking Lot Usage Agreement between the City and NNN REIT, LP, a copy of the Agreement being attached hereto and incorporated herein by reference.

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

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

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**AMENDMENT AND RESTATEMENT OF
SHARED PARKING LOT USAGE AGREEMENT**

THIS AMENDMENT AND RESTATEMENT OF AGREEMENT, is entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("the City"), and **NNN REIT, LP**, a Delaware limited partnership ("Owner/Occupant(s)"); and

WHEREAS, on October 15, 2002 the City and Sparkle-N-Shine Car Wash, Inc., entered into a Parking Lot Construction and Shared Usage Agreement for property located at 179 Tomoka Avenue and 203 Tomoka Avenue, which was subsequently amended on November 6, 2002, and

WHEREAS, the shared parking lot has been constructed and is operational, and

WHEREAS, NNN REIT, LP, (formerly known as National Retail Properties, LP), has purchased the property at 203 Tomoka Avenue from Sparkle-N-Shine Car Wash, Inc., and

WHEREAS, this amendment restates previous agreements and substitutes in its entireties as follows:

WITNESSETH:

FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. The Owner/Occupant(s) are the fee simple owners of that parcel of real property at 203 Tomoka Avenue, identified as Tax Parcel No. 4215-14-08-0191 on the current tax rolls of the Volusia County Property Appraiser's Office. Owner/Occupant(s) by virtue of this agreement are in no way surrendering or relinquishing ownership interest or rights in and to said parcel. Any "rights to use" granted to the City shall never be construed by the City as acquiring possessory or ownership rights in and to said parcel nor shall it be construed as obtaining ownership rights by adverse possession.

2. The City is the fee simple owner of that parcel of real property at 179 Tomoka Avenue, Ormond Beach, Florida, said property being identified as Tax Parcel No. 4215-14-08-0130, which is adjacent to the Owner/Occupant(s)' subject property.

3. The Owner/Occupant(s) desire to continue to use their subject property for vacuum cleaning stations and employee parking.

4. Neither Owner/Occupant(s)' property nor any portion thereof shall be rented or leased for any period of time by the Owner/Occupant(s) to a third-party.

5. In the event of a breach of this Agreement, the City shall be entitled to recover all of its costs incurred whether or not such costs are deemed "taxable court costs" together with a reasonable attorney's fee through and including all appeals, necessary to the enforcement of this Agreement.

6. This Agreement in its entirety shall be binding upon the Owner/Occupant(s) and upon the heirs, successors and assigns of the Owner/Occupant(s).

7. Sixteen (16) spaces adjacent to Owner/Occupant(s)' business located at 49 South Yonge Street, Ormond Beach, Florida, located at 203 Tomoka Avenue, may be used for vacuum cleaning stations and employee parking. Owner/Occupant(s) shall be solely responsible to enforce such parking restrictions. No vacuum stations shall be constructed on the City's property at 179 Tomoka Avenue.

8. The Owner/Occupant(s) specifically authorize entry onto Owner/Occupant(s) property by City employees, representatives and agents for the purposes of operation and maintenance of the shared parking lot.

9. The City hereby grants unto the Owner/Occupant(s) a perpetual easement for ingress and egress over and upon the City's property including access over and upon the Tomoka Avenue and Washington Street entrances. Said perpetual easement shall terminate immediately without action by City or Owner/Occupant(s) should the property owned by the City and Owner/Occupant(s) cease to be utilized as a shared parking lot regardless of which party terminates said usage or the present agreement.

10. The City agrees to operate and maintain the entire shared parking lot, including that portion upon the property of Owner/Occupant(s) and including any and all landscaping which is required under the City Land Development Code, at its own expense, except that Owner/Occupant(s) agree to pay a prorated share of the costs incurred by the City to periodically repave or seal the parking lot. Owner/Occupant(s) shall be consulted and made part of the decision making process in determining whether or not the parking lot requires total repaving or sealing. Owner/Occupant(s) shall be solely responsible for the operation and maintenance of the vacuum cleaning stations located on the Owner/Occupant(s) property.

11. To the extent permitted by law, Owner/Occupant(s) shall hold harmless and indemnify the City from and against all claims, including but not limited to negligence, for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions of such offending party in furtherance of this Agreement or use of the parking lot. Indemnification and payment

thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

12. The City retains all rights, privileges, benefits and immunities of sovereign immunity.

13. The Owner/Occupant(s) and all heirs, successors and assignees, promise and agree that they will, at their own expense, purchase and maintain for the entire life of the Agreement, including time extensions, such insurance in form and companies satisfactory to the City, as will protect the Owner/Occupant(s) from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Owner/Occupant(s)'s operations.

Types of Insurance and limits of Liability:

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

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

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

2. Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

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

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

\$1 Million Each Occurrence

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

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

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

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

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

Requirements for Certificate of Insurance

1. With the execution of the Agreement, the Owner/Occupant(s) shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to the City. The Owner/Occupant(s) shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the Owner/Occupant(s) shall furnish complete copies of the Owner/Occupant(s)'s insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Owner/Occupant(s) shall, at the option of the City provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate aggregate limit may be required by the City for the given agreement.
5. If the Owner/Occupant(s) fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Owner/Occupant(s).

Policies of Insurance

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.
14. The Owner/Occupant(s) acknowledge that the City (including its appointed and elected officers, employees, agents, and other representatives) is not the agent, employee or other representative of the Owner/Occupant(s). The City acknowledges that the Owner/Occupant(s) (including its employees, agents, and other representatives) is not the agent, employee or other representative of the City.
15. Overnight parking in any portion of the shared parking lot is strictly prohibited.

16. This Agreement may be terminated by either party without cause upon a minimum sixty (60) days written notice.

17. It is recognized that in the event this Agreement is terminated, the Owner/Occupant(s) may desire to continue to use the land it owns for parking purposes, and that to do so it will be necessary for Owner/Occupant(s) to construct a curb cut to its land. Therefore, in that event, the Owner/Occupant(s) shall be required to submit a site plan to the City in conformance with all applicable requirements of the City's Land Development Code, and upon obtaining final approval of the site plan, may continue to use the land for parking purposes.

18. This agreement shall be effective on the date it is last executed by the respective parties.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Shared Parking Lot Usage Agreement to be executed on the day and year first written below.

DATED this ____ day of _____, 2023

Signed, sealed and delivered
In the presence of:

CITY OF ORMOND BEACH, FLORIDA

By: _____

BILL PARTINGTON

Mayor

Print name: _____

Attest: _____

JOYCE SHANAHAN

City Manager

Print name: _____

DATED this ____ day of _____, 2023

Signed, sealed and delivered
In the presence of:

Owner/Occupant(s)

Print name: _____

By: _____

Print name: _____

Print name: _____

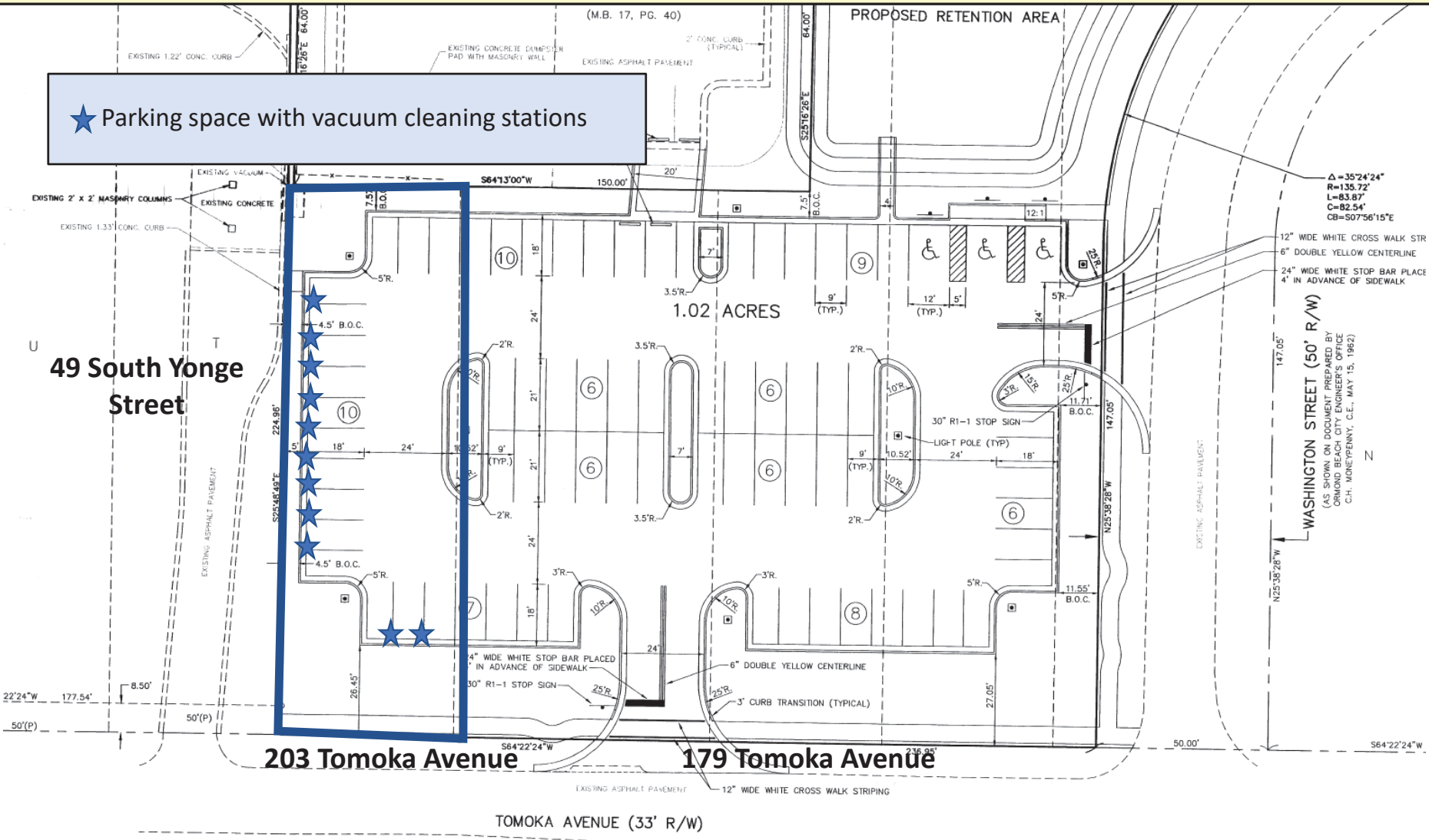
By: _____

Print name: _____

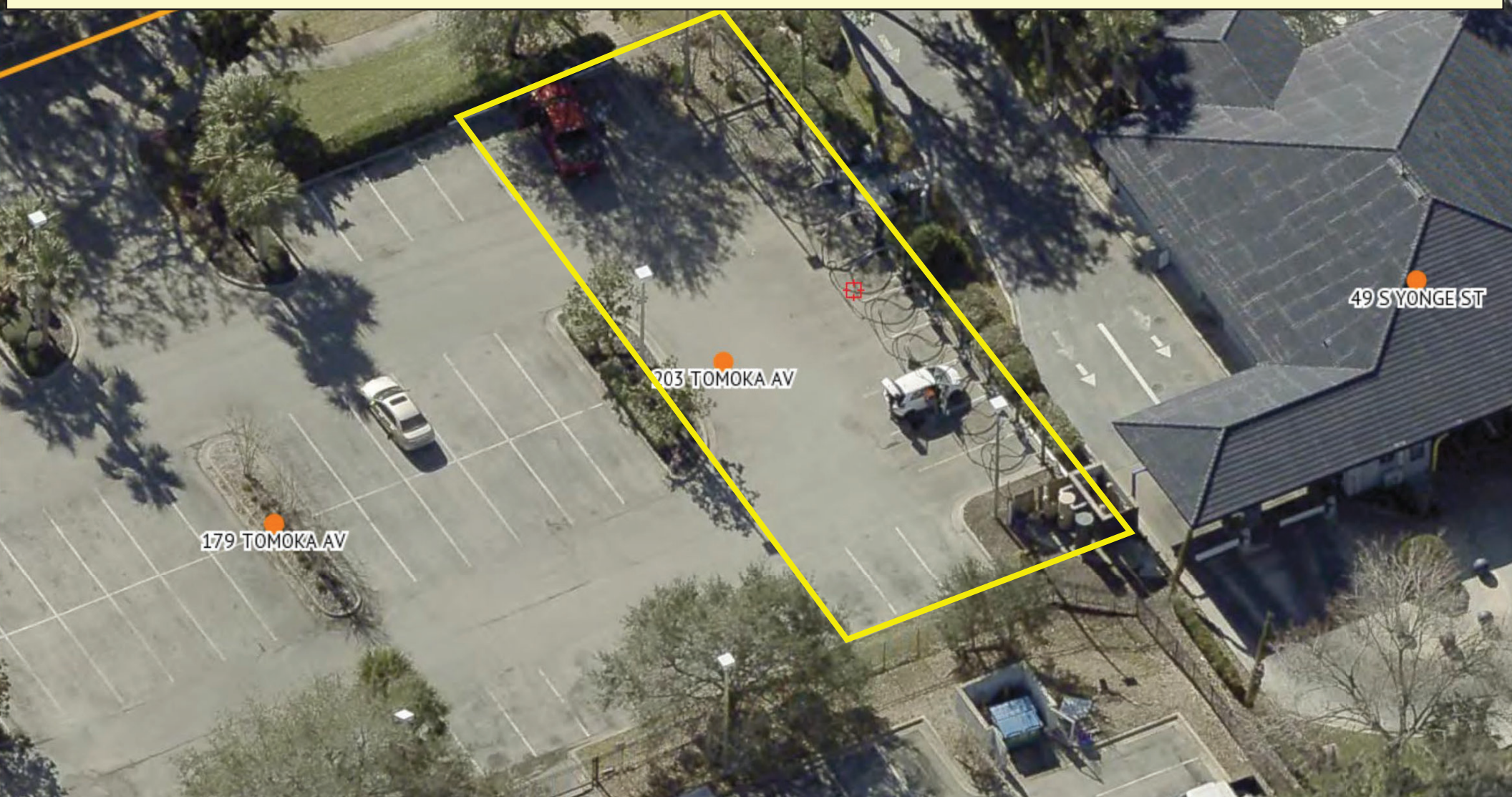
203 Tomoka Avenue

Approved shared parking
site plan, aerial, and site
pictures

Exhibit displaying parking spaces with vacuum cleaning stations on approved site plan



Aerial exhibit of 203 Tomoka Avenue





Looking Southwest, towards Tomoka Avenue



Looking Southwest, towards Tomoka Avenue



Looking Southwest, towards Tomoka Avenue



Looking Northwest

Resolution 2002-246

Amended Parking Lot Construction and Shared Usage Agreement

RESOLUTION NO. 2002-246

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED PARKING LOT CONSTRUCTION AND SHARED USAGE AGREEMENT BETWEEN THE CITY AND SPARKLE-N-SHINE CAR WASH, INC., REGARDING A SHARED PARKING ARRANGEMENT ON CERTAIN LAND LOCATED BETWEEN TOMOKA AND CORBIN AVENUES AND ADJACENT TO WASHINGTON STREET; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute an Amended Parking Lot Construction and Shared Usage Agreement between the City and Sparkle-N-Shine Car Wash, Inc., regarding a shared parking arrangement on certain land located between Tomoka and Corbin Avenues and adjacent to Washington Street, a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 6th day of November, 2002.



FRED COSTELLO

Mayor

ATTEST:



VERONICA PATTERSON

City Clerk

AMENDED PARKING LOT CONSTRUCTION AND SHARED USAGE AGREEMENT

THIS AMENDED PARKING LOT CONSTRUCTION AND SHARED USAGE AGREEMENT is hereby entered into between The City of Ormond Beach, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and Sparkle-N-Shine Car Wash, Inc., the owner(s) and occupant(s) ("Owner/Occupant(s)") of that parcel of real property situated on Tomoka Avenue in Ormond Beach, Volusia County, Florida, said property being identified as Tax Parcel No. 4215-14-08-0191 on the current tax rolls of the Volusia County Property Appraiser's Office, and the terms and conditions set forth herein shall become effective and mutually binding on the date of its execution by the undersigned parties hereto.

WITNESSETH:

FOR AND IN CONSIDERATION of the covenants, promises, agreements and conditions to be kept and performed by the respective parties hereto, it is mutually stipulated, covenanted and agreed by and between the parties hereto as follows:

1. The Owner/Occupant(s) are the fee simple owners of that parcel of real property identified as Tax Parcel No. 4215-14-08-0191 on the current tax rolls of the Volusia County Property Appraiser's Office. Owner/Occupant(s) by virtue of this agreement are in no way surrendering or relinquishing ownership interest or rights in and to said parcel. Any "rights to use" granted to the City shall never be construed by the City as acquiring possessory or ownership rights in and to said parcel nor shall it be construed as obtaining ownership rights by adverse possession.

2. The Owner/Occupant(s) wishes to pave its subject property for use as an employee parking lot.

3. The City recently acquired that parcel of real property located at 179 Tomoka Avenue, Ormond Beach, Florida, said property being identified as Tax Parcel Nos. 4215-14-08-0130 and 4215-14-08-0140, which is adjacent to the Owner/Occupant(s)' subject property, for the purposes of creating a public parking lot for the downtown area.

4. The parties' intent is to create a shared parking lot that covers Owner/Occupant(s)' property and the City's recently acquired property identified in Paragraph 3 above.

5. The parties agree that the City shall construct a parking lot upon the property owned by Owner/Occupant(s) at an approximate cost of TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$20,800.00) subject to the following conditions:

a. The cost of paving, \$20,800.00, shall be paid in full to City by Owner/Occupant(s) on or before the date of substantial completion of the construction project as defined in Section 5.2 of the Agreement for Construction Management/General Contracting Services between the City and Hall Construction Co., Inc.

b. Failure to make the required payment within thirty (30) days of substantial completion shall be deemed a material breach of this Agreement.

c. Upon thirty (30) days written notice of commencement by City, Owner/Occupant(s) shall allow paving/development activities to begin upon its property.

6. Neither Owner/Occupant(s)' property nor any portion thereof shall be rented or leased for any period of time by the Owner/Occupant(s) to a third-party.

7. In the event of a breach of this Agreement, the City shall be entitled to recover all of its costs incurred, whether or not such costs are deemed "taxable court costs," together with a reasonable attorney's fee through and including all appeals, necessary to the enforcement of this Agreement.

8. This Agreement in its entirety shall be binding upon the Owner/Occupant(s) and upon the heirs, successors and assigns of the Owner/Occupant(s).

9. Sixteen (16) spaces adjacent to Owner/Occupant(s)' business located at 49 South Yonge Street, Ormond Beach, Florida, shall, at City expense, be identified and marked as "Reserved for Employees of Sparkle-N-Shine Car Wash, Inc., Only." It will be solely the responsibility of the Owner/Occupant(s) to enforce such parking restriction.

10. Owner/Occupant(s) are strictly prohibited from using the spaces as identified in Paragraph 9 for anything other than employee parking. Absolutely no work associated with Sparkle-N-Shine Car Wash, Inc., may be conducted in the shared parking lot. Violation of this provision shall be deemed a breach of this Agreement. Owner/Occupant(s) shall be notified in writing of the violation and shall have two (2) days to correct the situation. Violation of this provision after the two (2) days allotted to correct the violation shall be deemed a material breach.

11. Within thirty (30) days from the date of execution of this Agreement, and thereafter annually on or before January 31, Owner/Occupant(s) shall notify City in writing of holidays during which the business known as Sparkle-N-Shine Car Wash, Inc., 49 South Yonge Street, Ormond Beach, Florida, will be closed to business. On those specific holidays only, the

City expressly reserves the right to authorize use of the parking spaces identified in Paragraph 9 for use by the general public.

12. Owner/Occupant(s) specifically authorizes entry onto Owner/Occupant(s) property by City employees, representatives and agents for the purposes of operation and maintenance of the shared parking lot.

13. Subsequent to the creation of the shared parking lot as referenced in Paragraphs 4 and 5 above, the Owner/Occupant(s) will not have access for ingress or egress to the property owned by Owner/Occupant(s) other than over the property owned by the City. The City hereby grants unto the Owner/Occupant(s) a perpetual easement for ingress and egress over and upon the City's property including access over and upon the Tomoka Avenue and Washington Street entrances. Said perpetual easement shall terminate immediately without action by City or Owner/Occupant(s) should the property owned by the City and Owner/Occupant(s) cease to be utilized as a shared parking lot regardless of which party terminates said usage or the present agreement.

14. City agrees to operate and maintain the entire shared parking lot, including that portion upon the property of Owner/Occupant(s) and including any and all landscaping which is required under the City Land Development Code, at its own expense, except that Owner/Occupant(s) agree to pay a prorated share of the costs incurred by the City to periodically repave or seal the parking lot. Owner/Occupant(s) shall be consulted and made part of the decision making process in determining whether or not the parking lot requires total repaving or sealing.

15. To the extent permitted by law, Owner/Occupant(s) and the CITY (including their elected and appointed officers, employees, directors, agents and other representatives), shall hold harmless and indemnify each other from and against all claims, including but not limited to negligence, for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting therefrom, arising from the acts or omissions of such offending party in furtherance of this Agreement or use of the parking lot. Indemnification and payment thereof shall include all attorneys' fees and taxable court costs, through and including any and all appeals.

16. This Agreement shall become null and void in the event the City Commission elects not to fund the shared parking lot as contemplated by such agreement.

17. The City retains all rights, privileges, benefits and immunities of sovereign immunity.

18. Owner/Occupant(s) and all heirs, successors and assignees, promise and agree that they will, at their own expense, purchase and maintain in full force and effect at all times during the term of this Agreement, and any extension thereof, the following insurance in form and companies satisfactory to the City.

a. General Liability. General liability insurance, including coverage for premises-operations and personal injury insuring the Owner/Occupant(s), with the City being named as an additional insured. The limits of liability for the general liability insurance shall be no less than:

- | | | |
|----|--|-----------------------------|
| 1. | Bodily Injury
General Aggregate Limit | \$ 100,000.00 |
| 2. | Property Damage
General Aggregate Limit | \$ 50,000.00 |
| 3. | Personal and Advertising
Injury Limit | \$ 100,000.00 |
| 4. | Bodily Injury
Each Occurrence Limit | \$ 100,000.00 |
| 5. | Property Damage
Each Occurrence Limit | \$ 25,000.00 |
| 6. | Medical Expense Limit | \$ 5,000.00 any one person. |

b. Proof of Insurance. Owner/Occupant(s) shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered, as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

“In the event of cancellation of this policy by the insurer or any insured, the company shall give not less than sixty (60) days advance written notice to:

City Clerk
City of Ormond Beach
Post Office Box 277
Ormond Beach, FL 32175-0277”

If requested by the City, Owner/Occupant(s) shall furnish copies of the insurance contracts to support the Certificates of Insurance. In the event such required insurance shall lapse, the City expressly reserves the right to renew the insurance at the expense of the Owner/Occupant(s).

19. Owner/Occupant(s) acknowledge that the CITY (including its appointed and elected officers, employees, agents, and other representatives) is not the agent, employee or other representative of the Owner/Occupant(s). The CITY acknowledges that the Owner/Occupant(s)

(including its employees, agents, and other representatives) is not the agent, employee or other representative of the CITY.

20. Overnight parking in any portion of the shared parking lot is strictly prohibited.

21. This Agreement may be terminated by either party without cause upon a minimum sixty (60) days written notice.

22. It is recognized that in the event this Agreement is terminated, the Owner/Occupant(s) may desire to continue to use the land it owns for parking purposes, and that to do so it will be necessary for Owner/Occupant(s) to construct a curb cut to its land. Therefore, in that event, the Owner/Occupant(s) shall be required to submit a site plan to the City in conformance with all applicable requirements of the City's Land Development Code, and upon obtaining final approval of the site plan may continue to use the land for parking purposes.

23. This Agreement shall be effective on the date it is last executed by the respective parties.

IN WITNESS WHEREOF, the parties have caused this Parking Lot Construction and Shared Usage Agreement to be executed on the day and year first written below.

Signed, sealed and delivered
In the presence of:

Veronica Peterson

Print name: Veronica Peterson

Lois Toway

Print name: Lois Toway

Signed, sealed and delivered
In the presence of:

Tom Lipps

Print name: Tom Lipps

CITY OF ORMOND BEACH, FLORIDA

By: Fred Costello
FREDRICK COSTELLO
Mayor

Attest: Isaac D. Turner
ISAAC D. TURNER
City Manager

SPARKLE-N-SHINE CAR WASH, INC.
Owner/Occupant(s)

By: Paul D. Bradley
Print name: Paul D. BRADLEY

Meeting Date: 7/18/2023		AGENDA ITEM		Number: 12.A
Section:	STAFF ACTION ITEMS			
Item Category:	Staff Action	Res./Ord. No:		
Strategic Goal:	Governance - Other			
Department:	Support Services			
Subject:	Florida League of Cities Voting Delegate			
Budget Impact:	There is no budget impact for this item.			
Summary:	This item is to designate a FLC Voting Delegate for the FLC Annual Conference, Annual Business Session. The conference will be held August 10-12, 2023. Delegate forms need to be returned by July 31, 2023.			
Recommended Action:	It is recommended that the City Commission designate a voting delegate to serve during the FLC Annual Conference, Annual Business Session.			
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340			
Approval:				
Kelly McGuire, Finance Director		6/7/2023		
Claire Whitley, Assistant City Manager		6/9/2023		
Joyce Shanahan, City Manager		7/11/2023		



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners
Through: Joyce Shanahan, City Manager
From: Susan Dauderis, City Clerk
Date: July 18, 2023
Subject: Florida League of Cities Voting Delegate
Commission Goal: Governance - Other

Introduction

This is a request for the City Commission to appoint a voting delegate for the Florida League of Cities (FLC) Annual Conference, Annual Business Session. The FLC Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida from August 10-12, 2023.

Background

Travel to the FLC Conference was approved by the City Commission at the December 6, 2022 City Commission meeting. Conference registration materials were sent to each municipality via email and are available online.

Discussion

The FLC requests that each municipality designate one official to be the voting delegate for the business meeting to be held on Saturday, August 12. Election of League leadership and adoption of resolutions are undertaken during the business meeting. This designation is to be made and delegate forms are to be returned to FLC by July 31, 2023.

Budget Impact

There is no budget impact for this item.

Citizen Impact

The FLC represents the interests of municipal governments across the state. This conference provides valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. It is in the City's interest to have a

representative vote on the City's behalf regarding the adoption of FLC resolutions and elections of League leadership during this business session.

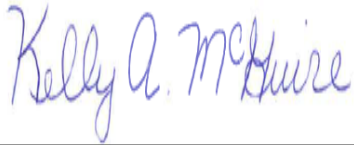
Recommendation

It is recommended that the City Commission designate a voting delegate to serve during the FLC Annual Conference, Annual Business Session.

Attachments:

1. 2023 Voting Delegate Memo

Approvals:



Kelly McGuire, Finance Director

Date: June 07, 2023



Claire Whitley, Assistant City Manager

Date: June 09, 2023



Joyce Shanahan, City Manager

Date: July 11, 2023



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate.
Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com