AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

May 7, 2024

7:00 PM

Mayor Bill Partington

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

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

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1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Ike Leary

B. Kiwanis READS

C. 2024 Mayor's Health & Fitness Challenge Awards

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - April 16, 2024

7. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-65**: A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-66**: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE EXTENSION AND CONNECTION OF TWO WATER MAINS IN THE CITY'S WESTERN SERVICE AREA; RATIFYING THE EXECUTION OF AN AGREEMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-67**: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE CONSTRUCTION OF A REUSE RESERVOIR; RATIFYING THE EXECUTION OF AN AGREEMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-68**: A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR INFRASTRUCTURE IMPROVEMENTS AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-69**: A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES REGARDING THE AIRPORT ACCESS INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-70**: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE ORMOND BEACH SPORTS COMPLEX SOFTBALL QUAD FIELD LIGHTING IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-71**: A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE NOVA COMMUNITY PARK BALLFIELDS IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2024-72**: A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF FOUR EMERGENCY BYPASS PUMPS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2024-73**: A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR SERVICES FROM waterTALENT, LLC FOR TEMPORARY STAFFING SERVICES; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2024-74**: A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY TEMPERANCE THOMAS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **Intent of RFQ - Hazardous and Non-Hazardous Waste Disposal Services**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

L. **Intent to Bid - 2024 Storm Lining**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

M. **Monitoring Services of Fuel Wells**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

N. **2024 Floodplain Management Annual Progress Report**

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

Disposition: Approve as recommended in the City Manager staff

report dated May 7, 2024.

O. **Seward Johnson Sculpture Tour - Potential Use of Public Property within the Downtown Area**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

P. **Riverside Drive Closures Fiscal Year 2023-2024 Revised**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

Q. **Milestone Inspections of Multi-Story Buildings/Condominiums**

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

Disposition: Approve as recommended in the City Manager staff report dated May 7, 2024.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-04:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED AND RESTATED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0011), KNOWN AS THE “ORMOND BEACH HOLDINGS, LLC”; AUTHORIZING THE REMOVAL OF A SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **ORDINANCE NO. 2024-05:** AN ORDINANCE APPROVING THE FINAL PLAT FOR THE “RIDGEHAVEN” SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **ORDINANCE NO. 2024-06:** AN ORDINANCE AMENDING SECTION 2-17, R-4, SINGLEFAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT, SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT, AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; BY AMENDING THE REAR YARD SETBACKS, AND CORRECTING THE STREET SIDE/CORNER AND ADDITIONAL WATERBODY SETBACKS LABELS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS

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

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

D. **RESOLUTION NO. 2024-75:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "TATTERSALL SUBDIVISION, PHASE 1", A PLANNED RESIDENTIAL DEVELOPMENT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-76:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "WAWA STORE #5437" TO BE LOCATED AT 1670 NORTH U.S. HIGHWAY 1, WITHIN THE B-7, HIGHWAY TOURIST COMMERCIAL ZONING DISTRICT, TO ALLOW: TWO ELECTRONIC CHANGEABLE COPY SIGNS FOR THE RETAIL PRICES OF GASOLINE, AN ADDITIONAL 3.74 SQUARE FEET OF MONUMENT SIGNAGE, AND TWO CANOPY SPANNER SIGNS TOTALING APPROXIMATELY 12.08 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2024-07:** AN ORDINANCE RELATING TO PEDESTRIAN AND VEHICLE SAFETY WITHIN PUBLIC ROADS AND RIGHTS-OF-WAY; AMENDING CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC SPACES OF THE CODE OF ORDINANCES BY AMENDING SECTION 17-10 TO ADD UNSAFE PEDESTRIAN USE OF RIGHT-OF-WAYS; ADOPTING FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; ESTABLISHING PROHIBITED USE OF PUBLIC ROAD RIGHTS-OF-WAY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

10. RESOLUTIONS

A. **RESOLUTION NO. 2024-77:** A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA, RESPONDING TO THE INITIATING RESOLUTION OF THE COUNTY OF VOLUSIA REGARDING THE NORTH U.S. HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT; PROVIDING FOR TRANSMISSION; AND SETTING FORTH AN EFFECTIVE DATE.

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

Website Address – www.ormondbeach.org

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

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

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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

April 16, 2024	6:00 p.m.	Commission Chambers

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

A G E N D A

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS AND PROCLAMATIONS

A. Ike Leary

B. National Crime Victims' Rights Week

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - April 2, 2024

7. CONSENT AGENDA

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

A. **RESOLUTION NO. 2024-56**: A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE CONSTRUCTION OF A STORMWATER PUMP STATION AND FORCE-MAIN ALONG FLEMING AVENUE; RATIFYING THE EXECUTION OF AN AGREEMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2024-57**: A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE REGARDING FUNDING FOR DESIGN WORK AND PRE-DEVELOPMENT ACTIVITIES FOR A DOWNTOWN COMMUNITY CENTER; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2024-58**: A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2024 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY $14,237.00; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Robert Carolin, Leisure Services Director,*

(386) 676-3279

D. **Construction & Demolition Franchise Renewal for Hubbard Construction Company dba Mid Florida Materials**

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

Disposition: Approve as recommended in the City Manager staff report dated April 16, 2024.

E. **City Manager's Monthly Report, April 2024**

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

Disposition: Accept as information as recommended in the City Manager staff report dated April 16, 2024.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2024-02:** 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 1.33± ACRES, LOCATED ALONG BENTON STREET, NORTH OF ATLANTIC ROAD (VOLUSIA COUNTY PARCEL NUMBERS 3136-01-34-0220 AND 3136-01-01-0022) FROM 'MEDIUM DENSITY RESIDENTIAL" TO "LOW INTENSITY COMMERCIAL"; PROVIDING FOR CONFLICT; AUTHORIZING TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

B1. **ORDINANCE NO. 2024-03:** 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 147.94 ACRES LOCATED AT 20 TOMOKA OAKS BOULEVARD, VOLUSIA COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER: 3242-07-00-0010 FROM PRD, PLANNED RESIDENTIAL DEVELOPMENT TO R-2, SINGLE-FAMILY LOW DENSITY; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 1)**

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

B2. **RESOLUTION NO. 2024-64:** A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING AN ORDER OF DENIAL, DENYING A REQUEST BY TRIUMPH OAKS OF ORMOND BEACH I, LLC, TO REZONE 147.94 ACRES GENERALLY LOCATED AT 20 TOMOKA OAKS BOULEVARD FROM PLANNED RESIDENTIAL DEVELOPMENT ("PRD") TO SINGLE-FAMILY LOW DENSITY RESIDENTIAL (R-2); AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 2)**

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

C. **RESOLUTION NO. 2024-59:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED

DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING "TOMOKA CHRISTIAN CHURCH", LOCATED AT 1450 HAND AVENUE WITHIN THE SR, SUBURBAN RESIDENTIAL ZONING DISTRICT, TO ALLOW THE CONSTRUCTION OF A STANDALONE TWO-STORY BUILDING OF APPROXIMATELY 20,000 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2024-60:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 3 NORTH YONGE STREET; TO ALLOW TWO ELECTRONIC CHANGEABLE COPY SIGNS FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2024-61:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 460 SOUTH ATLANTIC AVENUE; TO ALLOW AN ELECTRONIC CHANGEABLE COPY SIGN FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2024-62:** A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 1546 WEST GRANADA BOULEVARD; TO ALLOW AN ELECTRONIC CHANGEABLE COPY SIGN FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2024-63:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MURAL OWNERSHIP AGREEMENT TO ALLOW A MURAL TO BE INSTALLED ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 51 WEST GRANADA BOULEVARD, BETWEEN THE CITY OF ORMOND BEACH; BILL JONES, HIGHLANDER CORPORATION (BUILDING OWNER); AND BETH O'CONNOR (ARTIST); AND SETTING FORTH AN EFFECTIVE DATE.

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

9. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2024-01:** AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 20,

2024; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 5, 2024; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 6:00 p.m.

Item #2 – Invocation

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

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

~~Item #4A – Ike Leary~~

Item #4B – National Crime Victims' Rights Week

Mayor Partington proclaimed the week of April 21-27, 2024, as National Crime Victims' Rights Week in the City of Ormond Beach and presented Ormond Beach Police Department Victim Advocate Evelyn Rebostini with a proclamation.

Ms. Rebostini thanked the Commission for their support and introduced members of the community involved with crime victims.

Item #5 – Audience Remarks

Ms. Suzanne Scheiber, 548 Sandy Oaks Boulevard, discussed letters and a petition submitted to Volusia County in opposition to the Belvedere Fuel Farm and requested letters from the Aviation Advisory Board, Leisure Services Advisory Board, Budget Advisory Board, Quality of Life Advisory Board, and Planning Board.

Ms. Lindsey Pate, 40 Wild Cat Lane, thanked the Commission for their support and work with the Leisure Services department. She discussed her experience with the parks and other resources.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the April 2, 2024, meeting had been sent to the Commission for review and 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 Briley moved, seconded by Commissioner Sargent, for approval of the April 2, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

Commissioner Sargent requested Item 7C be pulled from the Consent Agenda.

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

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

Item #7C – Amendment to the City's existing contract with Yellowstone Landscape

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-58

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #1-2024 TO THAT CONTRACT AWARDED TO AUSTIN OUTDOOR, LLC D/B/A YELLOWSTONE LANDSCAPE REGARDING GROUNDS MAINTENANCE SERVICES, BY INCREASING THE CONTRACT PRICE BY $14,237.00; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Sargent expressed concerns regarding the contract and mulch in the medians. He requested reviewing the medians at the next budget meeting or potentially re-bidding the contract.

Mayor Partington stated it would be appropriate to review at the next budget workshop.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of Resolution No. 2024-58, as read by title only.

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 stated the benefits for replacing the mulch in the medians with native plantings. She expressed support of Item 7A regarding the acceptance of a grant for the Fleming Avenue Storm-water Pump Station and Force-main.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Woodsprings Suites, Comprehensive Plan Land Use Map Amendment

Mayor Partington explained there was a request from the applicant to continue to the item to a future meeting.

Commissioner Briley moved, seconded by Commissioner Persis, to Continue Ordinance No. 2024-02.

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

Mayor Partington explained staff was requesting to move items 8C, 8D, 8E, 8F, and 8G before Item 8B.

Commissioner Persis moved, seconded by Commissioner Sargent, to move items 8C, 8D, 8E, 8F, and 8G before Item 8B.

Motion passed by voice vote.

Item #8C – Tomoka Christian Church, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-59

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING "TOMOKA CHRISTIAN CHURCH", LOCATED AT 1450 HAND AVENUE WITHIN THE SR, SUBURBAN RESIDENTIAL ZONING DISTRICT, TO ALLOW THE CONSTRUCTION OF A STANDALONE TWO-STORY BUILDING OF APPROXIMATELY 20,000 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was for a Special Exception at Tomoka Christian Church and reviewed the request details. He stated the Planning Board approved the item with a six to zero vote.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-59, 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 – 3 North Yonge Street, 7-Eleven, Electronic Changeable Copy Signage, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-60

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 3 NORTH YONGE STREET; TO ALLOW TWO ELECTRONIC CHANGEABLE COPY SIGNS FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained items 8D, 8E, and 8F were all related and were for a Special Exception to allow for the retail prices of gasoline to be displayed on an electronic changeable sign. He stated the Planning Board recommended approval with a five to one vote.

Commissioner Sargent inquired how often the signage would change; whereby, Mr. Spraker stated the city ordinances required the sign to stay solid for six-hour increments.

Commissioner Persis and Commissioner Briley expressed support of the items.

Commissioner Tolland inquired if other businesses should be afforded Special Exceptions for electronic signage and requested the Commission consider asking staff to bring information back to the Commission.

Commissioner Briley expressed support of a review of the electronic signage for other businesses.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-60, as read by title only.

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

Item #8E – 460 South Atlantic Avenue, 7-Eleven, Electronic Changeable Copy Signage, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-61

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 460 SOUTH ATLANTIC AVENUE; TO ALLOW AN ELECTRONIC CHANGEABLE COPY SIGN FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-61, 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 – 1546 West Granada Boulevard, 7-Eleven, Electronic Changeable Copy Signage, Special Exception

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-62

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "7-ELEVEN CONVENIENCE STORE" LOCATED AT 1546 WEST GRANADA BOULEVARD; TO ALLOW AN ELECTRONIC CHANGEABLE COPY SIGN FOR THE RETAIL PRICES OF GASOLINE; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-62, 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 – 51 West Granada Boulevard, Fern & Fable, Original Artwork Mural

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MURAL OWNERSHIP AGREEMENT TO ALLOW A MURAL TO BE INSTALLED ON THE WEST FACING WALL OF THE BUILDING LOCATED AT 51 WEST GRANADA BOULEVARD, BETWEEN THE CITY OF ORMOND BEACH; BILL JONES, HIGHLANDER CORPORATION (BUILDING OWNER); AND BETH O'CONNOR (ARTIST); AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the item was for a mural within the Downtown Overlay District. He stated the Ormond Beach Arts District Board did review and approved the design.

Commissioner Sargent inquired what the process would be if the applicant wanted to change the mural; whereby, Mr. Spraker stated they would need to go through the entire process again.

Commissioner Persis expressed support of the item and the Ormond Beach Arts District Board.

Commissioner Tolland inquired who managed the upkeep of the mural; whereby, Mr. Spraker stated the business owner would.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-63, as read by title only.

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

Item #8B – Tomoka Reserve, Zoning Map Amendment

Mr. Randy Hayes, City Attorney, reviewed the items history including the prior application, current application and the options presented to the Commission on the agenda. He explained the differences between Items 8B option 1 and 8B option 2. He discussed the Commissions role in determining which option to choose. He explained procedural items needed including reviewing the Tomoka Oaks Homeowners Association (HOA) request for party intervener status and reviewed the order of business.

Ms. Susan Dauderis, City Clerk, provided the Oath to all those who would testify.

Mr. Dennis Bayer, Attorney for the HOA, explained the history of the HOA's party-intervener status, reasons how the HOA meets the party-intervener status, and meetings the HOA had with the applicant.

Mr. Karl Sanders, Attorney for the Applicant, stated the applicant had no objection to the HOA holding party-intervener status, noting the objection was jurisdictional.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the Tomoka Oaks HOA representatives to grant Party-Intervener Status.

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

Mr. Spraker explained Item 8B option 1 was for a zoning map amendment to go from Planned Residential Development (PRD) to Single-Family Low Density (R-2) residential subdivision. He discussed the history of the property and explained what the item was requesting, noting the amendment allowed certain entitlements. He reviewed the process if the R-2 was approved. He discussed other potential zonings. He stated the Planning Board recommended denial with a seven to zero vote.

Mayor Partington asked the applicant to speak, followed by the HOA, noting they each had 20 minutes.

Mr. Sanders stated the item was not a rezoning application, noting there was no development for the Commission to consider. He provided additional documents for the Commission and noted he would not be utilizing them, but wanted them on record. He discussed the zoning map amendment, prior application, and current application, noting a designation was required by law and discussed how the developer could proceed if the item was denied. He asked Mr. Mark Karet, witness for the applicant, a series of questions based on Mr. Karet's memorandum; one of the items submitted to the record.

He requested additional time; whereby, Mayor Partington confirmed with the Commission and granted an additional five minutes to Mr. Sanders. Mr. Sanders continued to ask Mr. Karet questions related to his memorandum and prior city staff memorandums.

Mr. Dennis Bayer, HOA party-intervenor, asked Mr. Karet several questions related to the memorandums. He requested the Commission listen to city staff and Planning Board guidance, and deny the application. He also discussed Snyder case law.

Mr. Tom Harowski, HOA party-intervenor, reviewed his experience as a professional planner and discussed his report previously provided highlighting density, traffic, and zoning options.

Ms. Carolyn Davis, 46 Oakmont Circle, reviewed the history of Tomoka Oaks and the golf course. She requested the Commission deny the application and protect the character of the Tomoka Oaks subdivision.

Mr. Jeff Boyle, 614 North Halifax Drive, asked the Commission consider density, traffic safety, adjacent property rights, and quality of life. He reviewed the background of the property and requested the Commission uphold the stance from the prior Commission in 2006.

Ms. Marcia Rudman, 1 Tomoka Oaks Boulevard Unit 116, voiced concerns regarding maintaining the character of the neighborhood.

Ms. Darla Widnall, 7 Shawnee Trail, thanked staff and the Commission for their work and research on the item. She discussed the residents desire for a golf course based on the Ormond Beach Parks and Recreation Master Plan. She discussed the protected roadway within Tomoka Oaks and shared concerns regarding the character of the neighborhood.

Ms. Barb Moor, 11 Oakmont Circle, expressed support of the golf course and concerns regarding the development.

Ms. Ellen Cook, 1 Tomoka Boulevard Unit 120, reviewed her history in the Tomoka Oaks neighborhood and highlighted concerns regarding traffic.

Mr. David Colee, 165 Sands Park Boulevard, Daytona Beach, stated support of the zoning amendment.

Ms. Haley Osborn, 219 Rio Pinar Drive, provided an overview of the wildlife on the golf course and noted concerns regarding the traffic safety, green space, and flooding.

Ms. Connie Colby, 108 Roble Lane, voiced concerns regarding traffic, home values, and lack of trust with the applicant.

Ms. Barbara Bonarrigo, 10 Clydesdale Drive, shared the golf course's impact on the community, and requested the decision made on this matter consider that impact.

Ms. Mary Pat Whiteside, 29 North Saint Andrews Drive, relayed the reasons she chose Tomoka Oaks to live and communicated concerns regarding the integrity and character of the neighborhood.

Ms. Kristen Deaton, 80 Shadow Creek Way, indicated she supported the denial of the application based on the integrity of the neighborhood

Mr. Robert Banker, 1 Tomoka Oaks Boulevard Unit 135, voiced concerns regarding over-crowding, safety, stress on infrastructure, and intended use of the land, noting there was no need for the development and the Planning Board denied the application.

Ms. Debbie Brown, 90 North Saint Andrews Drive, encouraged the Commission to support the Planning Board recommendation of denial. She expressed concerns regarding the lack of community input in the developer's application after the neighborhood meetings.

Mr. John Measel, 16 Eagle Court, stated concerns regarding property values and traffic. He encouraged the developers to compromise with the neighborhood's desires.

Ms. Ashley DuFrene, 118 North Saint Andrews Drive, expressed concerns regarding overcrowding, lack of green space, and lack of respect for the neighborhood.

Ms. Susan Hyre, 50 Pine Valley Circle, reviewed her family's history in the community.

Mr. Charlie Hyre, 50 Pine Valley Circle, questioned the intent of the application and developers. He reviewed his family's history in the community and communicated concerns for traffic, school buses, and neighborhood character.

Mr. Paul Hughes, 4 Lauren Court, discussed potential actions to be taken by the developer and concerns regarding the ingress and egress to the neighborhood.

Mr. Arthur Armstrong, 77 Emerald Oaks Lane, voiced concerns regarding traffic and comments said by Mr. Sanders.

Mayor Partington recessed the meeting at 8:22 p.m.

Mayor Partington reconvened the meeting at 8:36 p.m.

Ms. Bonnie Kloepfer, 23 Tomoka Oaks Boulevard, shared concerns regarding the city and neighborhood infrastructure and noted disapproval of the developers.

Ms. Denise White, 9 Fox Run Trail, stated hope to see a reduction in the number of proposed homes. She indicated concern for traffic, pedestrian safety, and lack of sidewalks.

Ms. Missy Herrero, 111 North Saint Andrews Drive, voiced concerns regarding neighborhood infrastructure, city infrastructure, and traffic.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, relayed her disappointment of the comments made by Mr. Sanders and concerns for lack of support of the project. She discussed lack of infrastructure in parks and recreation, quality of life, and schools.

Mr. Randy Hendrix, 9 Tomoka View, discussed his history with the neighborhood and concerns regarding safety, ingress, egress, and pedestrian safety, noting if a new zoning category was needed the city should evaluate that.

Mr. Frank Molnar, 1612 Turnbull Crossing Drive, New Smyrna Beach, expressed support of the project and remarked on the developers, lot size, and other nearby developments.

Mr. Bayer reviewed concerns regarding the documents submitted during the meeting, expectations from the developer when the property was purchased, and noted the uniqueness of the property. He requested the Commission base their decision on logic, facts, and the records properly provided, and deny the R-2 zoning.

Mr. Sanders indicated the Commission should focus on the facts regarding the zoning amendment. He reviewed the law surrounding the amendment, community input, and developers' rights, noting the original staff report stated there were no zoning entitlements for the property under the existing PRD label.

Commissioner Briley discussed the Tomoka Oaks and The Trails subdivisions, the ingress, and egress and inquired if the subdivision would be approved with the current Land Development Code (LDC) and Code of Ordinances; whereby, Mr. Spraker stated it would not. Commissioner Briley discussed the HOA of the subdivisions and potential future concerns. He referenced other zoning designations; whereby, Mr. Spraker noted the other zoning designations explaining why staff felt the PRD was the most appropriate. He reviewed the safety of the neighborhood and the residential zoning of the property. He expressed his displeasure of receiving documents from the applicant during the meeting noting there was no time to review them before making a decision.

Commissioner Persis thanked Ms. Davis for research on the property. She stated she would not support the item and provided her reasons such as PRD alignment with the LDC, traffic concerns, density, loss of green space, lack of infrastructure, and notes support of the resolution of denial.

Commissioner Tolland emphasized her dissatisfaction of receiving documents during the meeting, some comments made by Mr. Sanders, and lack of compromise by the

developers. She stated the PRD was the most appropriate zoning for the uniqueness of the property and discussed the 2006 proposal, roadways, open space, and density.

Commissioner Sargent referenced the 2006 proposal and the lack of negotiation with the current application. He communicated dissatisfaction with the applicant regarding the packets submitted during the meeting, comments made by Mr. Sanders, thanked the citizens for their input, and remarked on the appropriateness of a PRD instead of the R-2.

Mayor Partington reviewed the decision made in 2006, noting the smart growth. He stated he did not believe the applicant met the competent substantial evidence standard required. He referenced the unanimous recommendation of denial by the Planning Board, staff's denial recommendation, and professional opinions provided in the agenda packet. He remarked that the PRD would be more appropriate.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-64, as read by title only.

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-64

A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA, APPROVING AN ORDER OF DENIAL, DENYING A REQUEST BY TRIUMPH OAKS OF ORMOND BEACH I, LLC, TO REZONE 147.94 ACRES GENERALLY LOCATED AT 20 TOMOKA OAKS BOULEVARD FROM PLANNED RESIDENTIAL DEVELOPMENT ("PRD") TO SINGLE-FAMILY LOW DENSITY RESIDENTIAL (R-2); AND SETTING FORTH AN EFFECTIVE DATE. **(OPTION 2)**

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

Mayor Partington closed the Public Hearings.

Item #9 – Second Reading of Ordinances

Item #9A – Ordinance Calling 2024 Regular City Election

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2024-01

AN ORDINANCE REGARDING THE OFFICE OF MAYOR AND CITY COMMISSIONERS FOR ZONES 1 THROUGH 4 BY PROVIDING FOR AND CALLING A PRIMARY MUNICIPAL ELECTION OF THE REGISTERED ELECTORS OF THE CITY OF ORMOND BEACH TO BE HELD ON AUGUST 20, 2024; PROVIDING FOR AND CALLING A REGULAR MUNICIPAL ELECTION OF THE REGISTERED ELECTORS RESIDING IN THE CITY OF ORMOND BEACH TO BE HELD ON NOVEMBER 5, 2024; PROVIDING FOR QUALIFYING AND ELECTION PROCEDURES; ESTABLISHING A DATE FOR TAKING OFFICE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR SERVICES AND MATERIALS WITH THE COUNTY OF VOLUSIA; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2024-01, 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 #10 – Reports, Suggestions, Requests

Events, Updates and Requests

Ms. Joyce Shanahan, City Manager, reviewed upcoming meetings, workshops, and events. She provided updates on meetings she attended, Performing Arts Center restoration, and other city projects. She noted a resolution would be brought before the Commission to appoint an alternate representative on the Opioid Abatement Taskforce.

Commissioner Sargent thanked Mr. Spraker, Mr. Hayes and their staff for all their hard work. He requested the Aviation Advisory Board meet soon to review the airport finances; whereby, Ms. Shanahan stated there was a meeting scheduled, noting she spoke with staff to schedule meetings quarterly. He thanked staff for their prompt response to overnight campers. He stated there was an issue with the traffic surrounding a nearby food drive; whereby, Ms. Shanahan stated the Police Department was already working with the church. He thanked those citizens who donated to the police officers' funds who were participating in the Police Unity Tour. He expressed support of the new technology in the City Commission Conference Room.

Commissioner Persis thanked Mr. Hayes for all his work. She discussed events and meetings she attended. She stated she would not be attending the May 21, 2024 City Commission meeting, due to an event she was attending to meet with members of Florida's Congressional delegation to discuss key federal issues.

Commissioner Briley stated his appreciation of the Planning Department staff and Mr. Hayes. He reviewed events he attended and upcoming events.

Commissioner Tolland thanked Ms. Pate for her comments. She inquired if letters could be sent from advisory boards in opposition of the Belvedere Fuel Farm; whereby, Mr. Hayes stated that if the issue fell within the role of the board, it would be appropriate for them to discuss as the Commission did when they send letters. She thanked staff for their work with citizens and the community who recently needed assistance. She inquired if the Commission wanted staff to look into the electronic signage; whereby, Mayor Partington stated the Planning Board should discuss before being brought before the Commission.

Commissioner Briley and Mayor Partington discussed the regulations that would be needed with the electronic signage, noting their support if regulations were in place.

Mayor Partington discussed his support of consent agenda items. He reviewed events he attended and thanked the Commission for their attendance at non-local events.

Item #11 – Adjournment

The meeting was adjourned at 10:00 p.m.

APPROVED: May 7, 2024

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-65
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Historical Landmark Preservation Board - Casements Guild		
Summary:	This item replaces The Casement Guild representation on the Historic Landmark Preservation Board (HLPB). On January 23, 2024, the City Commission approved The Casement Guild's appointed representative, Lari Knochenmus, who was replacing Sue Easton. A new appointment is necessary because Lari Knochenmus does not meet the residency requirements; the Code of Ordinances requires advisory board members to reside within the city limits. The Casement Guild has nominated Joyce Kresge to complete the term vacated by Lari Knochenmus.		
Financial Impact:	None		
Citizen Impact:	It is beneficial for all positions on the HLPB to be filled to ensure a quorum. This appointment would ensure all positions are filled.		
Recommended Action (Staff, Advisory Board and/or Other):	Approval of The Casement Guild Representative nomination of Joyce Kresge as a member of the HLPB.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 24-65 Historic Landmark Preservation Bd appointment		
Approval:	Kelly McGuire, Finance Director 4/19/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024		

RESOLUTION NO. 2024-65

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

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

SECTION ONE. Joyce Kresge is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Casements Guild to complete the term of Lari Knochenmus, whose term expires the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year.

SECTION TWO. The said appointee shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-66
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Economic Development		
Subject:	Acceptance of FDEP Grant Agreement Airport Road Water Main Loop		
Summary:	The City's Western Service Area Utility Master Plan identified the need for the construction of a water main to complete the water-main loop of City water distribution facilities along State Road 40 and Airport Road in the City's Western Service Area. The estimated cost of this construction project is $1,950,000. In 2023, the City Commission recognized this need and included a legislative priority, and appropriations request from the State Legislature. The aim was to secure 50% of the funds necessary for construction, while 50% would come from the City. For State Fiscal Year 2023-2024, the Florida Legislature appropriated $975,000 from the General Revenue Fund of the General Appropriation Act to the City to extend a 12-inch water main along Airport Road for approximately 5,000 linear feet, transitioning to a 16-ince water main, crossing State Rd 40/Granada Blvd and extending approximately 4,400 linear feet east along State Rd 40/Granada. Extension of the two existing watermains and connection of the two will provide access for connections to future planned developments in the City's Utility Service Area. The connection of these two mains, and creation of a looped system, will benefit current utility customers and those developments currently under construction by providing more consistent water pressures and ensuring water quality without the need for regular flushing of these lines, which will result in an overall conservation of water.		
Financial Impact:	The total cost for this project is approximately $1,950,000. The City has received a funding commitment for this project from the State Legislature in the form of a general appropriation in the amount of $975,000. The City's remaining matching funds of $975,000 would be derived from Fund 409-Water & Wastewater Capital Fund.		

Citizen Impact:	This project will positively impact the water quality and sustainability of water services in the City's Western Service Area.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends retroactive approval of the Florida Department of Environmental Protection Grant Agreement.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-66 FDEP Grant- Airport Road Water Main Loop (P24-0059G) 2. Airport Road Watermain Loop FL DEP_LPA0598 - Agreement
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/29/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-66

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE EXTENSION AND CONNECTION OF TWO WATER MAINS IN THE CITY'S WESTERN SERVICE AREA; RATIFYING THE EXECUTION OF AN AGREEMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City desires to extend a 12-inch water main along Airport Road for approximately 5,000 linear feet, transitioning to a 16-inch water main, crossing State Road 40/Granada Boulevard and extending approximately 4,400 linear feet east along State Road 40/Granada Boulevard (the "Project"), and

WHEREAS, the total Project cost is estimated to be $1,950,000 and

WHEREAS, the City has received a grant award from the Florida Department of Environmental Protection ("FDEP") in the amount of $975,000, and

WHEREAS, the City Manager has certified that funds in the amount of $975,000, representing the remaining Project amount, have been appropriated to the credit of the Water & Wastewater Capital Fund (409) and have not been appropriated for any other purpose, and

WHEREAS, the Mayor and City Manager executed the grant agreement ("Agreement") with the FDEP on December 5, 2023, now therefore,

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

SECTION ONE. The City Commission hereby ratifies the Mayor and City Manager's execution of the Agreement between the City and the Florida Department of Environmental Protection regarding funding of the Project. A copy of said agreement is attached hereto and incorporated herein by reference.

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

SECTION THREE. The City Manager hereby certifies that funding in the amount of $975,000 for the Project will be derived from the Water & Wastewater Capital Fund (409).

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Ormond Beach Airport Road Watermain Loop**
Agreement Number: **LPA0598**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ormond Beach** Entity Type: **Local Government**

Grantee Address: **22 South Beach Street, Ormond Beach, Florida 32174** FEID: **59-6000398** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **April 30, 2027**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (29.2625, -81.1764)**

Project Description: **The grantee will extend a 12in water main along Airport Rd for approximately 5,000LF, transitioning to a 16in water main, crossing SR40/Granada Blvd and extending approximately 4,400LF East along SR40/Granada.**

5. Total Amount of Funding: **$ 975,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **975,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **975,000.00**

6. Department's Grant Manager
Name: **Daronathan Do** or successor
Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Boulevard
Tallahassee, FL 32399
Phone: **(850)-245-2860**
Email: **Daronathan.Do@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Alex Schumann** or successor
Address: **City of Ormond Beach**
22 South Beach Street, Suite 104
Ormond Beach, FL 32174
Phone: **(386)-676-3302**
Email: **Alex.schumann@ormondbeach.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ormond Beach **GRANTEE**

By Bill Partington December 5, 2023
(Authorized Signature) Date Signed

Bill Partington, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Angela Knecht Digitally signed by Angela Knecht Date: 2023.12.12 16:34:27 -05'00'
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan Do Digitally signed by Daronathan Do
Date: 2023.12.11 10:33:58 -05'00'

Daronathan Do, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch Holmes
Date: 2023.12.12 08:53:52 -05'00'

Mitch Holmes, DEP QC Reviewer

Grantee Additional Signatures

Joyce A. Shanahan, City Manager

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0598

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Ormond Beach Airport Road Watermain Loop. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Ormond Beach Airport Road Water Main Loop

PROJECT LOCATION: The Project will be located in the City of Ormond Beach within Volusia County; Lat/Long (29.2625, -81.1764).

PROJECT BACKGROUND: The City of Ormond Beach (Grantee) recently updated their water distribution system model with emphasis on the western service area, due to revised land use and planned development activity. The update indicated the need to extend the existing 16-inch water main approximately 4,400 feet beyond its current western limit on State Road 40, and the 12-inch Airport Road water main will need to be extended approximately 5,000 feet to connect to SR40, creating a loop. Completion of this water main loop will create additional resiliency and better water quality in the current service area.

PROJECT DESCRIPTION: The Grantee will extend a 12-inch water main along Airport Road for approximately 5,000 Linear Feet (LF), transitioning to a 16-inch water main, crossing SR40/Granada Blvd and extending approximately 4,400LF East along SR40/Granada.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will extend a 12-inch water main along Airport Rd for approximately 5,000LF, transitioning to a 16-inch water main , crossing SR40/Granada Blvd and extending approximately 4,400LF East along SR40/Granada. in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$975,000	07/01/2023	09/30/2026
		Total:	$ 975,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$975,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$975,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0598
Project Title:	Ormond Beach Airport Road Water Main Loop
Grantee Name:	The City of Ormond Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-67
Strategic Goal:	Water Quality & the Environment - Expand reclaimed water system and reuse ponds in the West		
Department:	Economic Development		
Subject:	Acceptance of FDEP Grant Agreement Reuse Reservoir		
Summary:	Senate Bill 64 mandates a full reduction of discharge of treated wastewater effluent to water bodies within the next decade. The City's Utility Master Plan and the City's CIP 5-year work program identifies a project to construct a 140-acre reservoir with ground storage and pumping facilities. The estimated cost of construction of this project is $6,680,000. In 2023, the City Commission recognized this need and included a legislative priority, and appropriations request from the State Legislature. This legislative funding would be used in combination with grant funding from the St. Johns River Water Management and City funding for construction. For State Fiscal Year 2023-2024, the Florida Legislature appropriated $1,200,000 from the General Revenue Fund of the General Appropriation Act to the City to construct a reservoir with ground storage and pumping facilities. This project will provide for wet weather storage of produced reclaimed water, diverting this flow from surface water discharge, as well as allowing the system to draw from this reservoir during periods of high demand, buffering usage during the growing season where periods of rain and drought change frequently. City Utilities and Engineering staff has developed a plan to incorporate this reservoir on a portion of the former River Bend Golf Course. This location, adjacent to Bear Creek will provide a natural amenity enhancement. Staff is working through details of siting the reservoir in this location and will bring details to the Commission later this summer.		
Financial Impact:	The total cost of this project is approximately $6,680,000. The City has received a funding commitment for this project from the State Legislature in the form of a general appropriation in the amount of		

	$1,200,000. The remaining funds for this project will be derived from SJRWM Grant funds of $1,670,000 and City funds in the amount of $3,810,000 if the project is pursued. This project will be part of the FY 2024-25 Capital Improvement Plan discussion.
Citizen Impact:	This project will have a positive impact on the citizens of Ormond Beach as it will reduce the City's discharge to the Halifax River to less than 10% of the total discharge, thereby providing cleaner water bodies and a re-enforced reclaimed water system.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends retroactive approval of the Florida Department of Environmental Protection Grant Agreement for the Reuse Reservoir.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-67 FDEP Grant- Reuse Reservoir (P24-0057G) 2. Ormond Beach Reuse Reservoir FL DEP_LPA0600 - Agreement
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/30/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-67

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REGARDING FUNDING FOR THE CONSTRUCTION OF A REUSE RESERVOIR; RATIFYING THE EXECUTION OF AN AGREEMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City desires to construct a 140-acre reservoir with ground storage and pumping facilities (the "Project"), and

WHEREAS, the total Project cost is estimated to be $6,680,000, and

WHEREAS, the City has received a grant award from the Florida Department of Environmental Protection ("FDEP") in the amount of $1,200,000, and

WHEREAS, City staff has submitted a grant application to the St. John's River Water Management District for grant funding in the amount of $1,670,000 for the Project, and is awaiting notification of the grant award, and

WHEREAS, the City Manager has certified that funds in the amount of $3,810,000, representing the remaining Project amount, have been appropriated to the credit of the Water & Wastewater Fund and have not been appropriated for any other purpose, and

WHEREAS, the Mayor and City Manager executed the grant agreement ("Agreement") between the City and the FDEP on December 5, 2023, now therefore,

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

SECTION ONE. The City Commission hereby ratifies the Mayor and City Manager's execution of the Agreement between the City and the Florida Department of Environmental Protection regarding funding of the Project. A copy of said agreement is attached hereto and incorporated herein by reference.

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

SECTION THREE. The City Manager hereby certifies that funding in the amount of $3,810,000 for the Project will be derived from the Water & Wastewater Fund.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):
Ormond Beach Reuse Reservoir

Agreement Number:
LPA0600

2. Parties
State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
(Department)

Grantee Name: **City of Ormond Beach**
Entity Type: **Local government**

Grantee Address: **22 South Beach Street, Florida 32174**
FEID: **59-6000398**
(Grantee)

3. Agreement Begin Date:
Upon Execution

Date of Expiration:
October 31, 2027

4. Project Number:
(If different from Agreement Number)

Project Location(s): **Lat/Long (29.2980, -81.1618)**

Project Description:
The grantee will construct 140 acre reservoir with ground storage and pumping facilities.

5. Total Amount of Funding:
$ 1,200,000.00

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**LP, GAA LI 1705A, FY 23-24, GR**	$ **1,200,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,200,000.00**

6. Department's Grant Manager
Name: **Daronathan Do**
or successor
Address: **Florida Dept. of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
Phone: **(850)-245-2860**
Email: **Daronathan.Do@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Alex Shumann**
or successor
Address: **City of Ormond Beach**
22 South Beach Street
Ormond Beach, Florida 32174
Phone: **(386)-676-3302**
Email: **Alex.schumann@ormondbeach.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ormond Beach **GRANTEE**

By Bill Partington December 5, 2023
(Authorized Signature) Date Signed

Bill Partington, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By Angela Knecht Digitally signed by Angela Knecht Date: 2023.12.12 16:35:38 -05'00'
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Daronathan Do Digitally signed by Daronathan Do
Date: 2023.12.11 10:40:56 -05'00'

Daronathan Do, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch Holmes
Date: 2023.12.12 15:11:48 -05'00'

Mitch Holmes, DEP QC Reviewer

Grantee Additional Signatures

Joyce A. Shanahan, City Manager

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

   This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0600

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Ormond Beach Reuse Reservoir. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023, and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Ormond Beach Reuse Reservoir

PROJECT LOCATION: The Project will be located in the City of Ormond Beach within Volusia County; Lat/Long (29.2980,-81.1618).

PROJECT BACKGROUND: The reclaimed water upgrades to the reuse reservoir will allow for the seasonal storage of reclaimed water, and will reduce the City of Ormond Beach's (Grantee) discharge of treated wastewater effluent to the Halifax River. It will provide for wet weather storage of produced reclaimed water, diverting this flow from surface water discharge, allowing the system to draw from this reservoir during period of high demand, buffering usage during the growing season where periods of rain and drought change frequently. The reduction of reclaimed water being sent to the Halifax river will decrease nutrient loading in the river.

PROJECT DESCRIPTION: The Grantee will construct a 140 acre reservoir with ground storage and pumping facilities.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct a 140 acre reservoir with ground storage and pumping facilities in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,200,000	07/01/2023	04/30/2027
		Total:	$1,200,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	$1,200,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
				Total Award	$1,200,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0600
Project Title:	Ormond Beach Reuse Reservoir
Grantee Name:	The City of Ormond Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 4: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 5: Select Task Title

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-68
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development - Airport		
Subject:	FDOT Grant Airport & Business Park Infrastructure Site Design Project		
Summary:	The City will commence construction of Business Park Drive Phase II, a new road from Pineland Trail to the Ormond Beach Municipal Airport and the adjacent Airport Business Park which provides a much-needed secondary entrance to the business park. Approximately 920 linear feet of this roadway is located on airport property which provides access to approximately 15 acres of land located in the southwest corner of the airport. This previously inaccessible portion of airport property is an opportunity for infrastructure improvements and parcels to provide for the expansion and relocation of target industry including advanced manufacturing, aerospace/aviation and scientific and technical research. The Economic Development Strategic Plan 2023-2027 identified the goal to recruit jobs and capital investment by creating sites ready for development by companies that create high-skill, high-wage jobs through the expansion or relocation of their business. In 2023, the City Commission recognized this need and included a legislative priority and appropriations request from the State Legislature to construct the necessary roads and provide infrastructure throughout the property to create sites available for the expansion and attraction of targeted industries. The aim was to secure a portion of funds necessary for construction. The Florida Legislature appropriated $750,000 from the General Revenue Fund of the General Appropriation Act to the City for construction of these infrastructure improvements on airport property adjacent to the airport business park. In anticipation of the grant agreement for construction, this agenda item is a resolution to fund design and permitting services for the Airport Access Infrastructure Project at the Ormond Beach Airport Business Park through a Public Transportation Grant Agreement (PTGA) with the		

	Florida Department of Transportation (FDOT). This project will provide design and bidding phase services to provide access to the airport parcel in the southwest quadrant of the airport. The design includes paving, grading and drainage to create sites available for expansion and attraction of targeted industry. Also included in the design are site utilities (water, sewer, power, phone and data) and storm water permitting required by the St. John's River Water Management District (SJRWMD).
Financial Impact:	The total cost of this design project is expected to be $211,570. The PTGA presented for approval herein provides FDOT funding of 50% of the project cost in the amount of $105,785. The remaining 50% would be the responsibility of the Airport Fund which would require a loan from the General Fund. If approved, a budget amendment will be necessary.
Citizen Impact:	This project pertains to current and planned operations at the airport. This project will further enhance the opportunity for job creation and private capital investment. This project supports the City's goal to make the airport self-supporting by promoting growth and economic development at the airport.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends authorization for the execution of the Public Transportation Grant Agreement with the FDOT to fund design and permitting services for the Airport Access Infrastructure Project.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-68 FDOT PTGA Airport Infrastructure (P24-0060G) 2. Grant Agreement 3. Site Illustration 4. Airport and Business Park Infrastructure Improvement Map 5. Design Contract
Approval:	Kelly McGuire, Finance Director 4/30/2024 Claire Whitley, Assistant City Manager 4/30/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-68

A RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR INFRASTRUCTURE IMPROVEMENTS AT THE ORMOND BEACH MUNICIPAL AIRPORT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY AND INCIDENTAL THERETO FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to enter into a Public Transportation Grant Agreement with the Florida Department of Transportation ("FDOT") for design of infrastructure improvements at the Ormond Beach Municipal Airport (the "Project"), and

WHEREAS, the total cost of the Project is $211,570.00, and

WHEREAS, the Florida Department of Transportation ("FDOT") has issued a Public Transportation Grant Agreement ("PTGA") to provide grant funding in the amount of $105,785.00, representing fifty percent (50%) of the Project cost, and

WHEREAS, City Manager has certified that funds in the amount of $105,785.00 to fund the City's fifty percent (50%) contribution of the Project cost are available in the Airport Fund (108) and are not 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 the City Manager are hereby authorized and directed to execute a Public Transportation Grant Agreement between the City and the Florida

Department of Transportation regarding funding for design of infrastructure improvements at the Ormond Beach Municipal Airport. A copy of said Public Transportation Grant Agreement is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 7/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088719
454477-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000398020
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Ormond Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Infrastructure Improvements at Ormond Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

Page 94 of 1685

9. Project Cost:

a. The estimated total cost of the Project is $211,570. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $105,785 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Page 95 of 1685

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

Page 10 of 16

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Ormond Beach	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Name: _____	Name: C. Jack Adkins
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project will provide design and bidding phase services for the Airport Access Infrastructure Project at the southwest quadrant of the airport. The project site is approximately 15 acres and is located in the southwest corner of the Airport, north of the planned Runway Drive extension. This new landside access opens this previously inaccessible portion of airport property for aeronautical, MRO, aviation manufacturing and light industrial use.

B. Project Location (limits, city, county, map): Ormond Beach Municipal Airport/Ormond Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Infrastructure and Utility Improvements: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; bid and award services, survey costs; permitting; erosion control; excavation; embankment; ground preparation; design of site utilities (water, sewer, power, phone and data) and storm water permitting required by the St. John's River Water Management District (SJRWMD) and pavement. Including all materials, equipment, labor, and incidentals required to complete the installation of the utility service. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

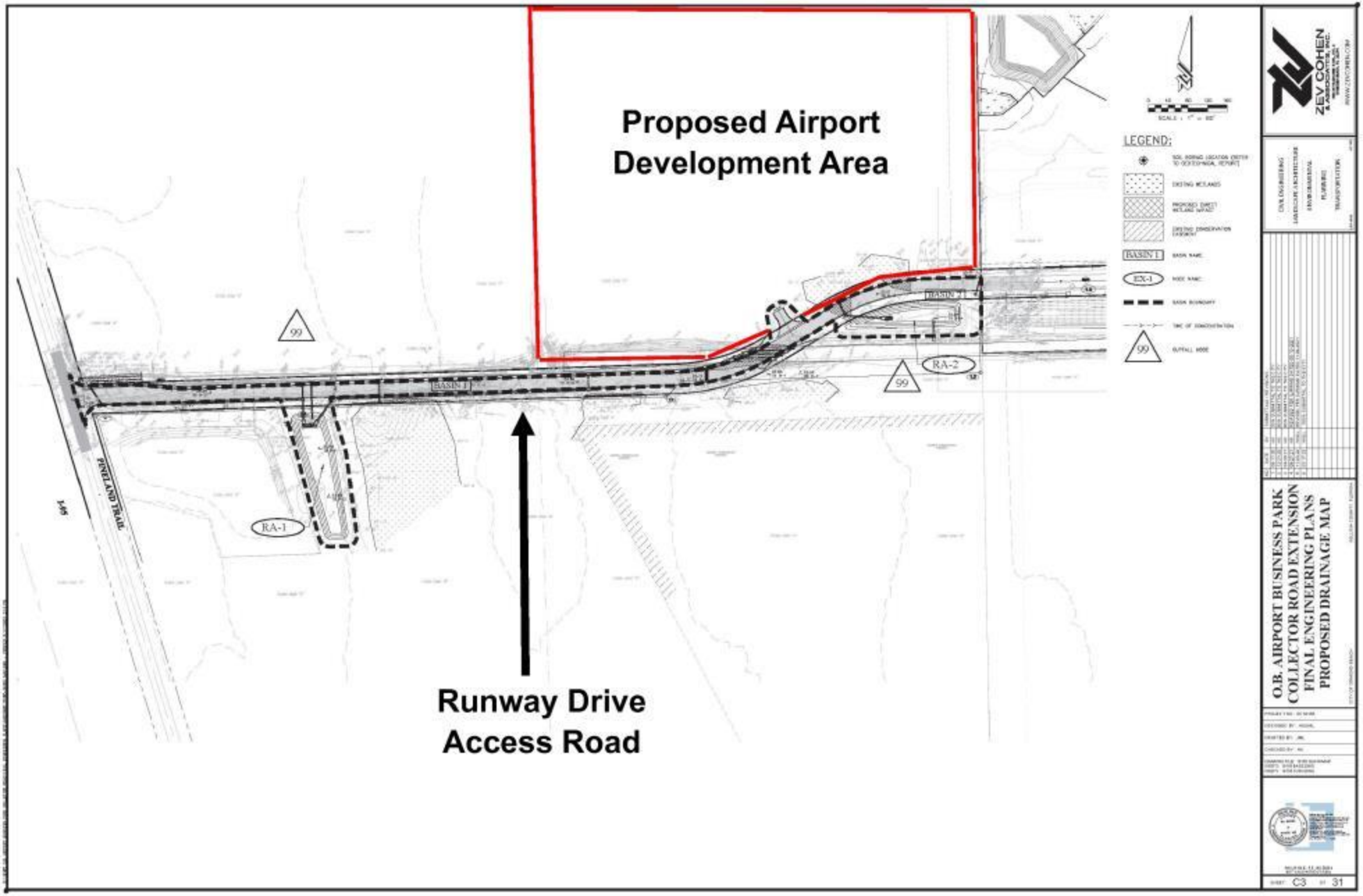

Proposed Airport
Development Area
Runway Drive
Access Road
LEGEND:
RA-1
RA-2
BASIN 1
EX-1
99
PINELAND TRAIL
O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROPOSED DRAINAGE MAP
ZEV COHEN
C3
31

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454477-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	$105,785.00
454477-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$105,785.00
	Total Financial Assistance						$211,570.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$105,785.00	$105,785.00	$0.00	$211,570.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$105,785.00	$105,785.00	$0.00	$211,570.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature Date

Page 11 of 19

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Page 12 of 16

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
   - Chapter 163, F.S., Intergovernmental Programs
   - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
   - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
   - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
   - Chapter 332, F.S., Airports and Other Air Navigation Facilities
   - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

Page 12 of 22

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

Page 18 of 26

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

Page 19 of 27

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

Page 12 of 29

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Page 12 of 16

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $105,785

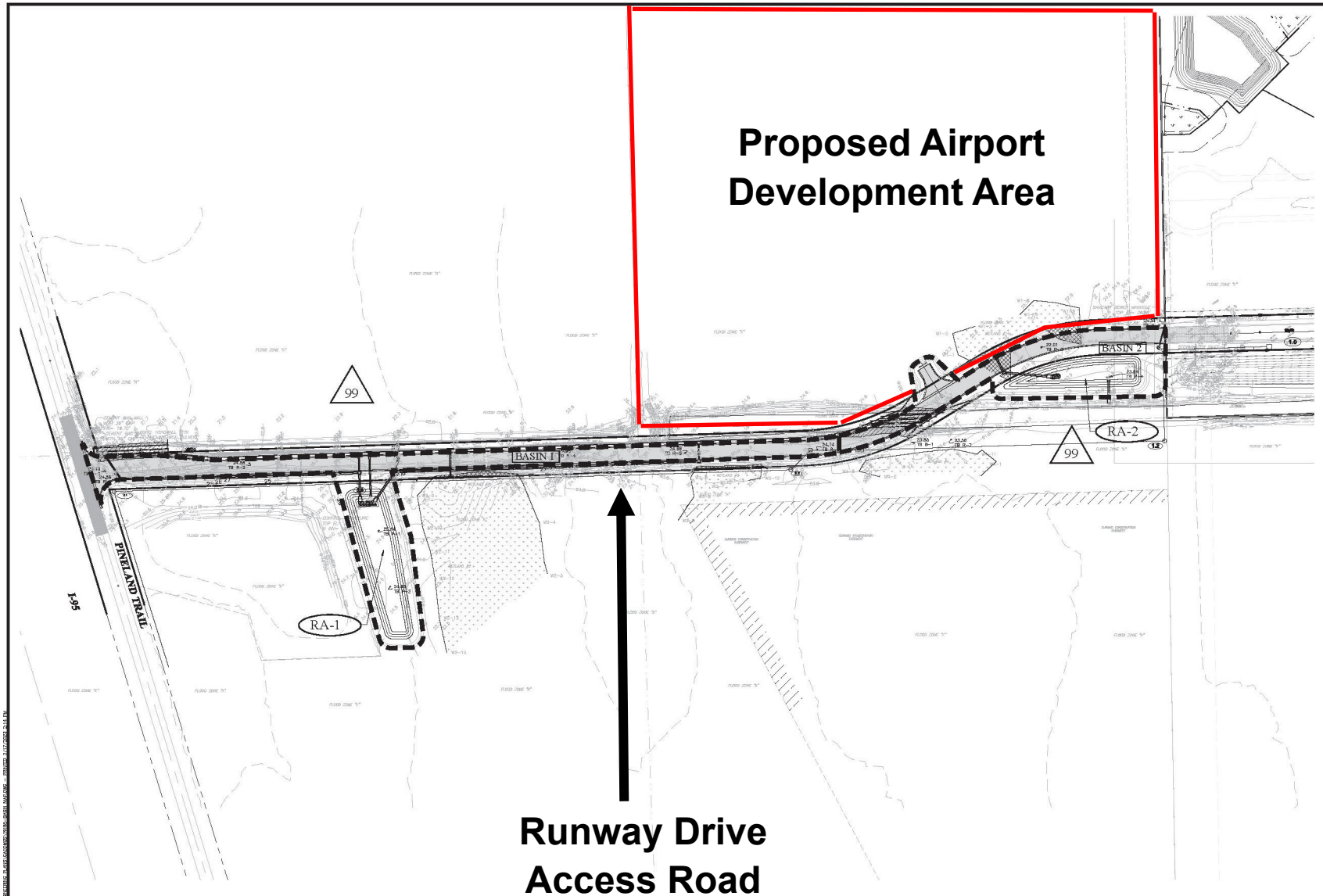
*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx



ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	05.11.20	HK	30% SUBMITTAL TO THE CITY
2	12.31.20	HK	90% SUBMITTAL TO THE CITY
3	03.08.21	HK	100% SUBMITTAL TO THE CITY
4	06.25.21	HK	REVISED PER SJRWMD DATED 05.13.2021
5	11.03.22	HK/JL	REVISED PER SJRWMD DATED 11.04.2021
6	03.17.23	HK/JL	100% SUBMITTAL TO THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROPOSED DRAINAGE MAP

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 19185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 19185-BASIN MAP
XREFS: 19185BASE.DWG
XREFS: 19185SURV.DWG

HASUK KILIC, P.E., NO. 84264
NOT VALID WITHOUT SIGNATURE

SHEET C3 OF 31

Ormond Crossings
Harmony Ave
Harmony Ave
N Tymber Creek Rd
Joy St
Hope St
Timothy St
Sports Complex
Hull Rd
Hull Rd
Holly St
Cub Cir
Polar Bear Path
Beartooth Path
Bear Creek
Three Bears Trl
Bear Creek Path
Bear Foot Trl
Kodiak Path
Lowndes Ave
N US Hwy 1
FEC R.R.
Doug Thomas Way
TAXIWAY GOLF
TAXIWAY ECHO
TAXIWAY ALPHA
TAXIWAY ALPHA
TAXIWAY BRAVO
TAXIWAY DELTA
TAXIWAY CHARLIE
Hangar Way
Ormond Beach Municipal Airport
Airport, Business Park Infrastructure Improvements
I-95
Durrance Ln
Tower East Ln
W Tower Cir
E Tower Cir
TAXIWAY GOLF
TAXIWAY FOXTROT
Airport Rd (C.R. 2313)
TOMOKA RIVER
River Bluff Dr
Eagle Dr
Nottingham Dr
Baywood Dr
Rio Pinar Dr
Lauren Ct
Airport Business Park
Aviator Way
Sunshine Blvd
Pineland Trl
Ocean Pines Dr
Legend
Business Park Collector Road Extension Project
Airport, Business Park Infrastructure Improvements
Airport Boundary
Airport Business Park Boundary
N
Aerials Flown 2023
Map Scale: 1"=1200'
Prepared by: City of Ormond Beach
G.I.S. Department 4/9/2024
VCPA

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

VIA EMAIL
(lichliter@ormondbeach.org)

October 4, 2023
Revised November 2, 2023
Revised December 5, 2023
Revised December 13, 2023
Revised January 29, 2024
Revised February 27, 2024
Revised April 11, 2024

Mr. Steven Lichliter
Airport Manager
Ormond Beach Municipal Airport
P.O. Box 277
Ormond Beach, Florida 32175

Hereinafter referred to as Client.

RE: O.B. Airport Infrastructure Improvements
ZC 23271 F

Dear Steven:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering, landscape architecture and environmental services for the above referenced project. We look forward to working with you and the development team on this project.

For the purposes of this Contract/Agreement for Services, we are assuming the design of this development will not be phased and that we will be able to design the entire site (i.e. utilities, stormwater, pavement, etc.) with single applications to the respective reviewing agencies.

Project Summary

The subject project site is located at the Southwest corner of the Airport property in Ormond Beach, Florida, consisting of approximately +/- 15 acres. Changes in ownership or project limits of the proposed site are subject to additional services. The project includes the subdivision of lots, design and permitting of main roadways, underground utilities, and master stormwater systems for future industrial development on this site. ZCA shall also assist with the bidding phase of this project.

Scope of Services

I. Planning

It is our understanding that the property is currently zoned as I-1 Light Industrial with a Public Institutional future land use designation. The proposed uses are compatible with the current zoning. However, the future land use will need to be amended to Industrial or Light Industrial at a later date (prior to future site plan approvals).

II. Civil Engineering

A. Project Management of Sub-Consultants

ZCA shall provide oversight and coordination of all sub-consultants for the project design permitting.

B. Preliminary Engineering

ZCA shall contact the Client's Geotechnical Engineer, and Surveyor to obtain information necessary to prepare a Preliminary Engineering Plan (PEP). The PEP will be based upon a concept sketch and input (i.e. anticipated future building sizes, location, lot geometry, etc.) provided by the Client. All consultants' work required for ZCA's use shall be provided in a format acceptable by ZCA. The PEP will show future development lots, roadways, future building footprints, drainage features and general site information. This Plan will be used for a pre-application meeting with the City of Ormond Beach and St. Johns River Water Management District.

C. Final Engineering, Permitting, and Specifications

ZCA shall prepare Construction Plans for Civil site improvements, including paving, grading, drainage and water and sewer utilities in accordance with the City of Ormond Beach Land Development Code. ZCA shall coordinate with franchise utilities for infrastructure design. Construction Plans shall be based upon the PEP.

The following permit applications shall be prepared for the Client's signature and submitted to the regulatory agencies:

1. City of Ormond Beach Site Plan Permit.
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit.
3. Florida Department of Environmental Protection (FDEP) Dredge and Fill General Permit – No Permit Required (NPR) Request.
4. Florida Department of Environmental Protection (FDEP) Sewer Collection System Permit.
5. State Department of Health (DOH) Water Distribution System Permit.
6. FEMA Letter of Map Revision (LOMR).
7. ZCA shall assist Hoyle Tanner with the submittal of an FAA Hazard Determination Application.
8. ZCA shall prepare an Earthwork and Construction Cost Estimate upon approval of the Site Plan and prior to bidding of the project.
9. ZCA shall provide a construction specification manual for civil related work. The Client shall provide Division 1 front end specifications.

D. Preliminary and Final Plat

ZCA shall prepare a Preliminary and Final Plat application to the City of Ormond Beach. ZCA will rely on the Surveyor to provide the Final Plat document and address and City comments regarding the Final Plat. ZCA shall coordinate with the Surveyor so that the Final Plat Engineering Drawings match the Final Plat. ZCA will rely on the City's Attorney to provide all legal and ownership related documents needed for Final Plat approval.

III. Landscape Architecture

A. Landscape Design

1. ZCA shall prepare a Preliminary Landscape Plan identifying proposed trees, shrubs and ground cover for landscape buffers, entrance features, and other designated planting bed areas. A copy of the Preliminary Plan shall be sent to the Client for their review and comment. The Client's comments shall be incorporated into the Final Landscape Plan.
2. ZCA shall prepare a Final Landscape Plan based on the Preliminary Landscape Plan, the Client comments and the City of Ormond Beach requirements. The Plan shall identify final location of proposed plantings and their associated specifications.

B. Irrigation Design

ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of Ormond Beach and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others. The irrigation plan will be designed and submitted after the municipality has conducted their first review and the landscape design has been finalized.

C. Existing Tree Calculations and Mitigation Requirement

ZCA shall review the existing tree conservation and specimen tree requirements and calculate requirements for preservation and mitigation based on proposed improvements and tree impacts. A tree survey identifying all information required shall be provided by the Client's Project Surveyor. ZCA shall rely on this tree survey as accurate and complete without further verification.

IV. Environmental

A. Biological Assessment

1. Wetland Delineation – ZCA shall flag the wetland boundaries pursuant to state and federal guidelines. Upon completion, a key map showing wetland flag information shall be prepared for the surveyor.

2. Survey for Listed Species – ZCA shall prepare a ground-truthed habitat map and review each habitat on-site for the occurrence or potential for occurrence of protected species. If protected species are present or likely to be present due to habitat, a separate scope can be prepared for a species-specific survey.
3. Environmental Assessment (EA) Report – ZCA shall produce an EA report detailing the methods and results of the assessment and aerial, wetland, soils, listed species (if applicable), and quad maps.

B. Permit Application Submittals

1. Wetland Verification – ZCA shall coordinate and attend one site visit with each of the regulatory agencies listed below. Minor changes to the wetland boundary are included with this task. Additional site visits and major revisions as required by agency personnel will be considered additional services.
2. St. Johns River Water Management District (SJRWMD) – ZCA shall provide the EA Report to the SJRWMD and provide responses to environmental considerations as required in the Statewide Environmental Resource Permit (SWERP) application.
3. Florida Department of Environmental Protection (FDEP) – ZCA will provide documents to the FDEP for a Section 404 Jurisdiction Determination for a no permit required determination. Should the project be determined to require an Individual Permit (IP), a separate contract will be prepared.
4. City of Ormond Beach – ZCA shall submit necessary environmental documentation to the City of Ormond Beach Environmental Department.

C. Mitigation Planning and Coordination

ZCA shall coordinate with the City and SJRWMD to identify acceptable mitigation for proposed wetland impacts. This shall include quantitative assessment of wetland impacts and mitigation in accordance with Chapter 62-345 F.A.C. as required by SJRWMD (implemented February, 2004). Mitigation design is not included with this task. If needed, a separate contract can be prepared for Mitigation Design following development of a Preliminary Engineering Plan.

D. Gopher Tortoise Survey

ZCA will conduct a gopher tortoise burrow survey in accordance with the techniques outlined in the publication, Gopher Tortoise (Gopherus Polyphemus) Permitting Guidelines, Fish and Wildlife Conservation Commission (FWC), April 2008 (revised July 2020). The survey will be completed by one of ZCA's FWC Authorized Gopher Tortoise Agents. For permitting purposes, ZCA shall perform a 15% coverage survey. Upon receipt of permits, and prior to construction, ZCA shall perform a 100 % survey of the planned construction area along with an additional 25' adjacent to the construction area to identify all gopher tortoise burrows that occur.

ZCA shall provide a separate proposal to coordinate removal and relocation of the Gopher Tortoises once the number of burrows found on-site is known.

V. Survey Services (by Upham, Inc.)

Boundary Survey: Upham, Inc. (Surveyor) will perform the survey work pursuant to Chapter 61G17-6 FAC, Section472.027 FS and previous surveying for the City of Ormond Beach in August 2014. The parcel is unplatted and will be described by a metes and bounds description from a sectional breakdown.

Surveyor will locate any physical improvements (pavement, fences, trails) within or adjacent to the parcel, determine the boundary to retrace the sectional breakdown and the common boundary line with the platted Airport Business Park Tower Circle Extension, locate any existing boundary monuments and set new monuments if none are found based on the legal description by Surveyor. Surveyor will locate delineated wetland points and tie the wetland line(s) into the boundary. Client will delineate and flag the wetland points and seasonal high-water nails with a map for Surveyor to locate points.

Topographic and Tree Survey: Surveyor will perform a topographic survey of the parcel to include any other physical or natural features top and toe of ditch, water level at time of survey, structures, visible utilities, the westerly 100 ft of Runway Drive for pavement location, elevations, utilities and nearest manhole top and invert(s) and other visible improvements 25 ft outside of the parcel boundary. The Surveyor will utilize as-built surveys from the City of Ormond Beach for any existing utilities. The Client will need to contact a private utility locate company (SUE) or City of Ormond Beach to locate the underground utilities (the SUE cost is not included in the Surveyor's fee) for Surveyor to locate. The topographic survey will be performed at a maximum 75 ft grid including visible high and low points and any other visible change in grade topography. Three vertical benchmarks will be established within or adjacent to the parcel. Existing drainage features will be located 50 ft outside the parcel boundary.

Existing trees within the parcel will be located with description of tree and size in accordance with the City of Ormond Beach Land Development Code.

A comprehensive survey drawing will be prepared in Autodesk Civil 3D 2021 or later to indicate the surveyed boundary, legal description, boundary corner monument(s), all located visible physical or natural improvements, soft and hard spot elevations, benchmarks, high-water nails, wetland line with bearings and distances tied to boundary, topography at one-foot contour interval in NAD83 state plane coordinates and NAVD 1998 vertical datum with TIN of the topography as part of the survey drawing . The survey drawing will also indicate any recorded easements provided by the City of Ormond Beach that lie within the parcel.

Record Plat: Surveyor will prepare a preliminary and final record plat of the parcel based on the Client's site design for an approximate 6-lot development with stormwater pond tract and rights-of-way. Both record plats will be developed in accordance with the City of Ormond Beach Land Development Code and Chapter 177 to indicate each lot and tract dimension and area, rights-of-way dimensions, easements, conservation areas, permanent control points and perimeter boundary monuments, dedication and approval blocks. Surveyor will review the title opinion provided by others for the final record plat and note all easements of record on the final record plat.

The Surveyor will provide to the Client the DWG and PDF files of the survey drawing and record plat for its review and permitting purposes. The PDF of the survey drawing will be digitally signed for permitting purposes. The record plats will be revised no more than a total of two times to address City of Ormond Beach SPRC review comments and City's reviewing Surveyor. The

final form of the record plat will be printed on mylar sheet(s) and executed by the Surveyor's registered Surveyor and delivered to the Client or City for signatures.

Services Not Included: Services not included in the agreement are setting the lot corner monuments, centerline permanent control points and rights-of-way monuments based on the final record plat, preparation of easement descriptions, title opinion, ALTA boundary survey or any other services not described in the scope of professional services.

VI. Geotechnical Services (by Universal Engineering & Sciences, LLC)

Based on the provided project information, we propose to perform:

- Eight (8) Standard Penetration Test (SPT) borings advancing to 20 feet each below existing grade;
- Permeability testing on samples obtained from the boring locations to provide stormwater considerations; and
- Recovery Analyses to be completed subsequent to the proposed fieldwork (if needed).

The SPT borings will be performed according to the procedures of ASTM D-1586. The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table and estimation of normal seasonal high groundwater level;
- Presence or lack of marginal soils;
- General foundation and pavement design recommendations;
- Stormwater management design recommendations; and
- General site preparation recommendations.

VII. Aviation Coordination (by Hoyle Tanner & Associates)

AVIATION COORDINATION AND DESIGN SERVICES:

Task 1 - Obstruction Evaluation / Airport Airspace Analysis (OE/AAA)

Hoyle Tanner shall act as the liaison with the Federal Aviation Administration for the preparation and filing of the required Part 77 Obstruction Evaluation / Airport Airspace Analysis. The analysis will provide sufficient information for the FAA to decide if the proposed development is a Hazard/No Hazard as it applies to national airspace, air navigation facilities or airport capacity.

Task 2 - FAA NEPA Coordination

The Proposed Action is eligible for a Documented CATEX according to Federal Aviation Administration (FAA) Order 1050.1F Paragraph 5-6.4f CATEX for Facility Siting, Construction, and Maintenance, which state:

Paragraph 5-6.4f: "Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA construction or limited expansion of accessory on-site structures, including storage buildings, garages, hangars, t-hangars, small parking areas, signs, fences, and other essentially similar minor development items."

This task will be completed in accordance with FAA's ARP SOP 5.1 Standard Operating Procedures (SOP) CATEX Determinations, FAA Order 5050.4B, NEPA Implementing Instruction for Airport Actions, and FAA Order 1050.1F, Environmental Impacts Policies and Procedures, and other Council on Environmental Quality (CEQ) guidelines and requirements. This CATEX will determine whether any potential impacts are significant enough to necessitate a higher level of analysis. If impacts are identified that require additional analysis beyond those included in this Scope, it will be amended accordingly.

Agency coordination will be conducted on an as needed basis. The determination to consult with any regulatory agency will be based on the results of environmental investigations associated with the project (conducted by others). This scope assumes minimal agency coordination due to the type of projects and disturbance area. The results of any coordination efforts will be included (if applicable) and referenced in the CATEX document.

Hoyle Tanner will concisely describe, in both written and graphic format, the Airport's Proposed Action in sufficient detail and clarity using terms that are understandable to individuals unfamiliar with aviation activities. This section of the CATEX document will be supported using figures, tables, and/or appendices and is expected to include information describing project location, project area description, project purpose, project need, supporting FAA regulations, and time frame.

Hoyle Tanner will conduct an on-site field visit. An assessment of the online maps and data records will be conducted, and the field visit will include completion of appropriate forms, and photographs of the Project Area.

Assumptions

The HTA proposal is based on the following assumptions:

- The information provided by the Owner and Client will be adequate to develop the tasks in enough detail to satisfy NEPA requirements. If additional justification is deemed necessary, an amendment to this Scope will be required to develop supplemental data.
- The Owner and Client will provide previously completed environmental studies, agency correspondence, and other background information needed to prepare the documentation.
- Civil, Architectural, mechanical, electrical, and plumbing design services are not included in this proposal.
- Construction Administration and Bidding Services are not included in this proposal.
- Structural design services for the building are not included in this proposal.
- Protected species permitting and relocation are not included in this proposal.
- Floodplain work is not anticipated beyond interpolating FEMA flood maps.
- The contractor will submit the NPDES Notice of Intent.
- All design team meetings will be held virtually.
- The owner will pay for all project related fees, including but not limited to, permit fees, mitigation fees, connection, and impact fees.

VIII. Meetings and Miscellaneous Tasks

ZCA shall attend meetings (i.e., government, Client, Project Consultants, etc.) requested by the Client and provide other miscellaneous tasks not specifically listed in the scope above. We have assumed a budget of 60 hours for this service.

IX. Bidding and Construction Administration Services

A. Bidding Services

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for Civil site and landscape architectural improvements for the Client's submittal to contractors
2. Attend one (1) Pre-bid meeting
3. Respond to up to two (2) RFI's and prepare addendums
4. Review bids and make recommendation to the Client
5. Attend one (1) Bid Opening

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	TASK	FEE
I.	Planning	No Fee
II.	Civil Engineering	
	A. Project Management of Sub-Consultants	$8,670.00
	B. Preliminary Engineering	$12,500.00
	C. Final Engineering, Permitting, and Specifications	$70,000.00
	D. Preliminary and Final Plat	$10,000.00
III.	Landscape Architecture	
	A. Landscape Design	$4,500.00
	B. Irrigation Design	$2,500.00
	C. Existing Tree Calculations and Mitigation Requirement	$4,000.00
IV.	Environmental	
	A. Biological Assessment	$7,500.00
	B. Permit Application Submittals	$5,500.00
	C. Mitigation Planning and Coordination	$2,000.00
	D. Gopher Tortoise Survey	$2,500.00
V.	Survey Services	
	A. Boundary Survey	$8,800.00
	B. Topographic Survey	$11,800.00
	C. Tree Survey	$6,500.00
	D. Record Plats	$16,400.00
VI.	Geotechnical Services	$5,700.00
VII.	Aviation Coordination	
	A. Obstruction Evaluation/Airport Airspace Analysis	$3,000.00
	B. FAA NEPA Coordination	$17,000.00
VIII.	Meetings and Miscellaneous Tasks	$10,200.00
IX.	Bidding and Construction Administration Services	
	A. Bidding Services	$2,500.00
	TOTAL FIXED FEE	**$211,570.00**
	OPTIONAL FEE	**$750.00 per each Recovery Analysis (if needed)**

All permit application and resubmittal fees shall be paid by the Client prior to submittal.

Client Initials_____

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Comprehensive plan amendment, variances, special exceptions, etc.
2. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
3. Signage Design and Permitting
4. Concurrency Management Application
5. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
6. Species-specific field survey
7. Permit applications for impacts to protected species
8. Arbor Services
9. GPS services
10. Mitigation planning and coordination, including quantitative impact and mitigation assessments
11. NPDES permitting, inspections, and reporting
12. Recording of Plat
13. Color Rendering/Graphic Representations
14. Financial Institution documents or requirements
15. Site lighting or structural design
16. Coordination of franchise utilities beyond providing plans to the private utilities
17. USPS Coordination

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Cultural Resource Assessment
2. For subdivision design, the Client shall provide phasing limits, lot sizes, lot mix and building product envelopes. Any redesign of the Plans resulting from a change in these parameters will be subject to additional compensation.
3. Electrical Design (lighting and electrical design)
4. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
5. Sprinkler/Fire Pump Design
6. Architectural Services
7. Septic System, well, and grease trap design and permitting
8. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

If this Contract/Agreement for Services meets with meets with your approval, please issue a task order in accordance with our continuing services contract**.**

Please be advised that our firm has provided consulting services for our Clients for over 46 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

M. Dwight DuRant, P.E.
Principal

HK/ns
23271c01 F REV 4.11.24
cc: Robert J. Ball, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Mark P. Karet, AICP
William D. Lites
Viviana Vargas
Haley Calkins
File

Client Initials_____

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-69
Strategic Goal:	Economic Development - Continue attracting and retaining high-wage jobs and the development of Ormond Crossings		
Department:	Economic Development - Airport		
Subject:	Work Authorization		
Summary:	The City will commence construction of Business Park Drive Phase II, a new road from Pineland Trail to the Ormond Beach Municipal Airport and the adjacent Airport Business Park which provides a much-needed secondary entrance to the business park. Approximately 920 linear feet of this roadway is located on airport property which provides access to approximately 15 acres of land located in the southwest corner of the airport. This previously inaccessible portion of airport property is an opportunity for infrastructure improvements and identification of parcels and provides for the expansion and relocation of target industry including advanced manufacturing, aerospace/aviation and scientific and technical research. This agenda item is a resolution to fund design and permitting services for the Airport Access Infrastructure Project at the Ormond Beach Airport Business Park through a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT). This project will provide design and bidding phase services to provide access to the airport parcel at the southwest quadrant of the airport. The design includes paving, grading and drainage to create sites available for expansion and attraction of targeted industry. Also included in the design are site utilities (water, sewer, power, phone and data) and storm water permitting required by the St. John's River Water Management District (SJRWMD).		
Financial Impact:	The total cost of this design project is expected to be $211,570. The City is in receipt of a grant agreement with the FDOT that provides state funding of 50% of the project cost in the amount of $105,785. Project costs to be paid from Fund 10854201-Airport Fund, which will require a budget amendment.		

Citizen Impact:	This project pertains to current and planned operations at the airport. This project will further enhance the opportunity for job creation and private capital investment. This project supports the City's goal to make the airport self-supporting by promoting growth and economic development at the airport.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends authorization of the execution of the work authorization with ZCA to provide design and permitting services for the Airport Access Infrastructure Project.
Staff Contact:	Brian Rademacher, Economic Development Director, (386) 676-3266
Attachments:	1. 24-69 Airport Infrasctrucure Design - Zev Cohen (P24-0068G) 2. Site Illustration 3. Airport and Business Park Infrastructure Improvement Map 4. Design and Permitting Schedule 5. Zev Cohen Work Authorization
Approval:	Kelly McGuire, Finance Director 4/30/2024 Claire Whitley, Assistant City Manager 4/30/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-69

A RESOLUTION ACCEPTING A PROPOSAL FROM ZEV COHEN & ASSOCIATES, INC. TO PROVIDE ENGINEERING DESIGN SERVICES REGARDING THE AIRPORT ACCESS INFRASTRUCTURE IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Zev Cohen & Associates, Inc., an engineering firm under continuing contract with the City, to provide engineering design services regarding the airport access infrastructure improvements project ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Zev Cohen & Associates, Inc. to provide engineering design services for the aforedescribed project at a cost not to exceed $211,570.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

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

WHEREAS, the City Manager has certified that funds in the amount of $105,785.00, will be credited to the Airport Fund (308) through a budget amendment, and $105,785.00 will be provided through FDOT Public Transportation Grant, and these funds will not be appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Zev Cohen & Associates, Inc. to provide engineering design services regarding the airport access infrastructure improvements project at a cost not to exceed $211,570.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Zev Cohen & Associates, Inc. to provide engineering design services for the Project at the said price, and to pay the cost therefor from the Airport Fund and an FDOT Public Transportation Grant.

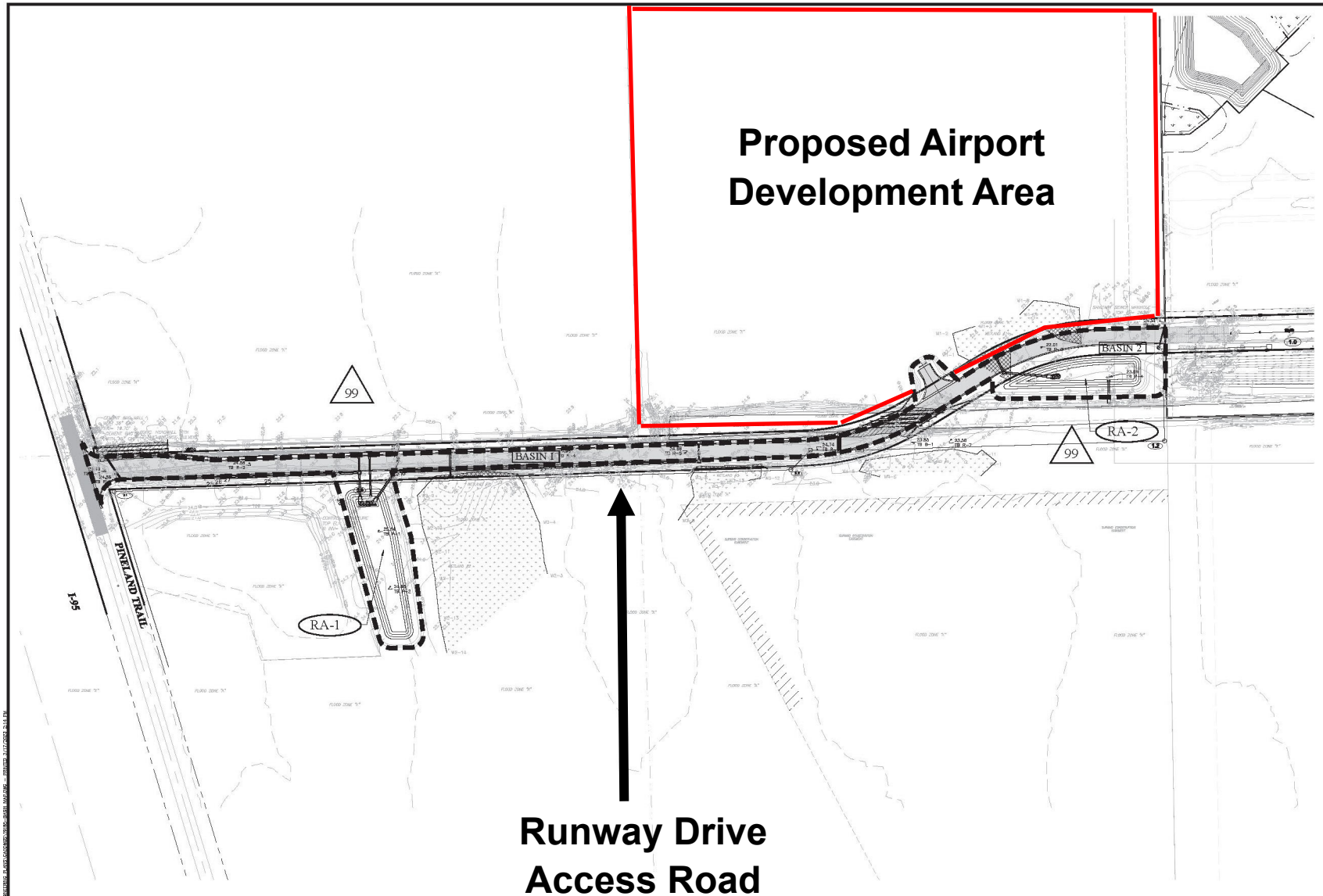
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk



ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	06.11.20	HK	30% SUBMITTAL TO THE CITY
2	12.31.20	HK	90% SUBMITTAL TO THE CITY
3	03.08.21	HK	100% SUBMITTAL TO THE CITY
4	06.25.21	HK	REVISED PER SJRWMD DATED 06.15.2021
5	11.03.22	HK/JL	REVISED PER SJRWMD DATED 11.04.2021
6	03.17.23	HK/JL	100% SUBMITTAL TO THE CITY

O.B. AIRPORT BUSINESS PARK
COLLECTOR ROAD EXTENSION
FINAL ENGINEERING PLANS
PROPOSED DRAINAGE MAP

VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 19185
DESIGNED BY: HK/JML
DRAFTED BY: JML
CHECKED BY: HK
DRAWING FILE: 19185 BASIN MAP
XREFS: 19185BASE.DWG
XREFS: 19185SURV.DWG

HASUK KILIC, P.E., NO. 84264
NOT VALID WITHOUT SIGNATURE

SHEET C3 OF 31

Ormond Crossings
Harmony Ave
Harmony Ave
N Tymber Creek Rd
Joy St
Hope St
Timothy St
Sports Complex
Hull Rd
Hull Rd
Holly St
Cub Cir
Polar Bear Path
Beartooth Path
Bear Creek
Three Bears Trl
Bear Creek Path
Bear Foot Trl
Kodiak Path
Lowndes Ave
N US Hwy 1
FEC R.R.
Doug Thomas Way
TAXIWAY GOLF
TAXIWAY ECHO
TAXIWAY ALPHA
TAXIWAY ALPHA
TAXIWAY BRAVO
TAXIWAY DELTA
TAXIWAY CHARLIE
Hangar Way
Ormond Beach Municipal Airport
Airport, Business Park Infrastructure Improvements
I-95
Durrance Ln
Tower East Ln
W Tower Cir
E Tower Cir
TAXIWAY GOLF
TAXIWAY FOXTROT
Airport Rd (C.R. 2313)
TOMOKA RIVER
River Bluff Dr
Eagle Dr
Nottingham Dr
Baywood Dr
Rio Pinar Dr
Lauren Ct
Airport Business Park
Aviator Way
Sunshine Blvd
Pineland Trl
Ocean Pines Dr
Legend
Business Park Collector Road Extension Project
Airport, Business Park Infrastructure Improvements
Airport Boundary
Airport Business Park Boundary
N
Aerials Flown 2023
Map Scale: 1"=1200'
Prepared by: City of Ormond Beach
G.I.S. Department 4/9/2024
VCPA

ORMOND BEACH AIRPORT
SOUTHWEST QUADRANT
INFRASTRUCTURE IMPROVEMENTS
DESIGN & PERMITTING SCHEDULE

Month	April '24				May '24				June '24				July '24				August '24				September '24				October '24				November '24				December '24				January '25				February '25				March '25				April '25			
Week	1	2	3	4	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	53	54	55	56
Geotech Borings							4 Weeks																																											
Surveying								6 Weeks																																											
Final Engineering & Design																	12 Weeks																																		
Plat Preparation																							6 Weeks																												
Ormond Beach Site Plan & Preliminary Plat																														18 Weeks																				
SJRWMD Permitting																															18 Weeks																		
Ormond Beach Planning Board & Commission Approvals																																									12 Weeks								
FDEP Water & Wastewater Permitting																																							4Weeks								
Development Order *Begin Site Construction*																																															

The proposed project schedule is based upon the best available information at the time of preparation. The tasks and scheduled dates may change based upon unforseen circumstances such as the availability of client-produced information, subconsultant performance, agency reviews, payment of fees, other outside information, etc.

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated March 20, 2017 between the City of Ormond Beach, Florida, and Zev Cohen & Associates, Inc., Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Airport Access Infrastructure Improvements - Design

Project Description: Professional engineering services for the subdivision of lots, design and permitting of main roadways, underground utilities, and master stormwater systems for future development of the site in the southwest corner of the Airport property, as detailed in the attached proposal dated February 27, 2024.

Estimated Project Construction Cost: $2,100,000

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Civil Engineering	Fixed Fee	$101,170.00
Landscape Architecture	Fixed Fee	$11,000.00
Environmental Services	Fixed Fee	$17,500.00
Bidding Services	Fixed Fee	$2,500.00
Survey Subconsultant	Fixed Fee	$43,500.00
Geotechnical Subconsultant	Fixed Fee	$5,700.00
Aviation Coordination/Subconsultant	Fixed Fee	$20,000.00
Meetings/Misc. Tasks	Fixed Fee	$10,200.00
Total Fee Authorized:	**Not to Exceed**	**$211,570.00**

Funding Source: Airport Fund (308) & FDOT Grant

Estimated Time for Completion: 12 Months from Authorization to Proceed

Pursuant to the mandatory contract terms required by the Florida Department of Transportation Public Transportation Grant Agreement 454477-1-94-01, the City's Consultant agrees that the continuing contract shall be amended to include the following provision:
To the fullest extent permitted by law, Zev Cohen & Associates, Inc. (ZCA) shall indemnify, defend, and hold harmless the City of Ormond Beach and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of ZCA and persons employed or utilized by ZCA in the performance of this Agreement. This indemnification shall survive the termination of this Agreement.

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
ZEV COHEN & ASSOCIATES, INC.

By: _____
M. Dwight DuRant, P.E.
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

VIA EMAIL
(lichliter@ormondbeach.org)

October 4, 2023
Revised November 2, 2023
Revised December 5, 2023
Revised December 13, 2023
Revised January 29, 2024
Revised February 27, 2024
Revised April 11, 2024

Mr. Steven Lichliter
Airport Manager
Ormond Beach Municipal Airport
P.O. Box 277
Ormond Beach, Florida 32175

Hereinafter referred to as Client.

RE: O.B. Airport Infrastructure Improvements
ZC 23271 F

Dear Steven:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering, landscape architecture and environmental services for the above referenced project. We look forward to working with you and the development team on this project.

For the purposes of this Contract/Agreement for Services, we are assuming the design of this development will not be phased and that we will be able to design the entire site (i.e. utilities, stormwater, pavement, etc.) with single applications to the respective reviewing agencies.

Project Summary

The subject project site is located at the Southwest corner of the Airport property in Ormond Beach, Florida, consisting of approximately +/- 15 acres. Changes in ownership or project limits of the proposed site are subject to additional services. The project includes the subdivision of lots, design and permitting of main roadways, underground utilities, and master stormwater systems for future industrial development on this site. ZCA shall also assist with the bidding phase of this project.

Scope of Services

I. Planning

It is our understanding that the property is currently zoned as I-1 Light Industrial with a Public Institutional future land use designation. The proposed uses are compatible with the current zoning. However, the future land use will need to be amended to Industrial or Light Industrial at a later date (prior to future site plan approvals).

II. Civil Engineering

A. Project Management of Sub-Consultants

ZCA shall provide oversight and coordination of all sub-consultants for the project design permitting.

B. Preliminary Engineering

ZCA shall contact the Client's Geotechnical Engineer, and Surveyor to obtain information necessary to prepare a Preliminary Engineering Plan (PEP). The PEP will be based upon a concept sketch and input (i.e. anticipated future building sizes, location, lot geometry, etc.) provided by the Client. All consultants' work required for ZCA's use shall be provided in a format acceptable by ZCA. The PEP will show future development lots, roadways, future building footprints, drainage features and general site information. This Plan will be used for a pre-application meeting with the City of Ormond Beach and St. Johns River Water Management District.

C. Final Engineering, Permitting, and Specifications

ZCA shall prepare Construction Plans for Civil site improvements, including paving, grading, drainage and water and sewer utilities in accordance with the City of Ormond Beach Land Development Code. ZCA shall coordinate with franchise utilities for infrastructure design. Construction Plans shall be based upon the PEP.

The following permit applications shall be prepared for the Client's signature and submitted to the regulatory agencies:

1. City of Ormond Beach Site Plan Permit.
2. St. Johns River Water Management District (SJRWMD) Environmental Resource Permit.
3. Florida Department of Environmental Protection (FDEP) Dredge and Fill General Permit – No Permit Required (NPR) Request.
4. Florida Department of Environmental Protection (FDEP) Sewer Collection System Permit.
5. State Department of Health (DOH) Water Distribution System Permit.
6. FEMA Letter of Map Revision (LOMR).
7. ZCA shall assist Hoyle Tanner with the submittal of an FAA Hazard Determination Application.
8. ZCA shall prepare an Earthwork and Construction Cost Estimate upon approval of the Site Plan and prior to bidding of the project.
9. ZCA shall provide a construction specification manual for civil related work. The Client shall provide Division 1 front end specifications.

D. Preliminary and Final Plat

ZCA shall prepare a Preliminary and Final Plat application to the City of Ormond Beach. ZCA will rely on the Surveyor to provide the Final Plat document and address and City comments regarding the Final Plat. ZCA shall coordinate with the Surveyor so that the Final Plat Engineering Drawings match the Final Plat. ZCA will rely on the City's Attorney to provide all legal and ownership related documents needed for Final Plat approval.

III. Landscape Architecture

A. Landscape Design

1. ZCA shall prepare a Preliminary Landscape Plan identifying proposed trees, shrubs and ground cover for landscape buffers, entrance features, and other designated planting bed areas. A copy of the Preliminary Plan shall be sent to the Client for their review and comment. The Client's comments shall be incorporated into the Final Landscape Plan.
2. ZCA shall prepare a Final Landscape Plan based on the Preliminary Landscape Plan, the Client comments and the City of Ormond Beach requirements. The Plan shall identify final location of proposed plantings and their associated specifications.

B. Irrigation Design

ZCA shall prepare an Irrigation Plan identifying the location and specifications for proposed heads, valves, piping, sleeving, water source and controller, per City of Ormond Beach and Volusia County Waterwise requirements. If the water source is a potable water main or reuse main it is assumed there is adequate capacity and pressure to accommodate the proposed irrigation system. If the water source is a proposed well, ZCA shall prepare performance specifications for contractors to bid. The electric power design for the well shall be done by others. The irrigation plan will be designed and submitted after the municipality has conducted their first review and the landscape design has been finalized.

C. Existing Tree Calculations and Mitigation Requirement

ZCA shall review the existing tree conservation and specimen tree requirements and calculate requirements for preservation and mitigation based on proposed improvements and tree impacts. A tree survey identifying all information required shall be provided by the Client's Project Surveyor. ZCA shall rely on this tree survey as accurate and complete without further verification.

IV. Environmental

A. Biological Assessment

1. Wetland Delineation – ZCA shall flag the wetland boundaries pursuant to state and federal guidelines. Upon completion, a key map showing wetland flag information shall be prepared for the surveyor.

2. Survey for Listed Species – ZCA shall prepare a ground-truthed habitat map and review each habitat on-site for the occurrence or potential for occurrence of protected species. If protected species are present or likely to be present due to habitat, a separate scope can be prepared for a species-specific survey.
3. Environmental Assessment (EA) Report – ZCA shall produce an EA report detailing the methods and results of the assessment and aerial, wetland, soils, listed species (if applicable), and quad maps.

B. Permit Application Submittals

1. Wetland Verification – ZCA shall coordinate and attend one site visit with each of the regulatory agencies listed below. Minor changes to the wetland boundary are included with this task. Additional site visits and major revisions as required by agency personnel will be considered additional services.
2. St. Johns River Water Management District (SJRWMD) – ZCA shall provide the EA Report to the SJRWMD and provide responses to environmental considerations as required in the Statewide Environmental Resource Permit (SWERP) application.
3. Florida Department of Environmental Protection (FDEP) – ZCA will provide documents to the FDEP for a Section 404 Jurisdiction Determination for a no permit required determination. Should the project be determined to require an Individual Permit (IP), a separate contract will be prepared.
4. City of Ormond Beach – ZCA shall submit necessary environmental documentation to the City of Ormond Beach Environmental Department.

C. Mitigation Planning and Coordination

ZCA shall coordinate with the City and SJRWMD to identify acceptable mitigation for proposed wetland impacts. This shall include quantitative assessment of wetland impacts and mitigation in accordance with Chapter 62-345 F.A.C. as required by SJRWMD (implemented February, 2004). Mitigation design is not included with this task. If needed, a separate contract can be prepared for Mitigation Design following development of a Preliminary Engineering Plan.

D. Gopher Tortoise Survey

ZCA will conduct a gopher tortoise burrow survey in accordance with the techniques outlined in the publication, Gopher Tortoise (Gopherus Polyphemus) Permitting Guidelines, Fish and Wildlife Conservation Commission (FWC), April 2008 (revised July 2020). The survey will be completed by one of ZCA's FWC Authorized Gopher Tortoise Agents. For permitting purposes, ZCA shall perform a 15% coverage survey. Upon receipt of permits, and prior to construction, ZCA shall perform a 100 % survey of the planned construction area along with an additional 25' adjacent to the construction area to identify all gopher tortoise burrows that occur.

ZCA shall provide a separate proposal to coordinate removal and relocation of the Gopher Tortoises once the number of burrows found on-site is known.

V. Survey Services (by Upham, Inc.)

Boundary Survey: Upham, Inc. (Surveyor) will perform the survey work pursuant to Chapter 61G17-6 FAC, Section472.027 FS and previous surveying for the City of Ormond Beach in August 2014. The parcel is unplatted and will be described by a metes and bounds description from a sectional breakdown.

Surveyor will locate any physical improvements (pavement, fences, trails) within or adjacent to the parcel, determine the boundary to retrace the sectional breakdown and the common boundary line with the platted Airport Business Park Tower Circle Extension, locate any existing boundary monuments and set new monuments if none are found based on the legal description by Surveyor. Surveyor will locate delineated wetland points and tie the wetland line(s) into the boundary. Client will delineate and flag the wetland points and seasonal high-water nails with a map for Surveyor to locate points.

Topographic and Tree Survey: Surveyor will perform a topographic survey of the parcel to include any other physical or natural features top and toe of ditch, water level at time of survey, structures, visible utilities, the westerly 100 ft of Runway Drive for pavement location, elevations, utilities and nearest manhole top and invert(s) and other visible improvements 25 ft outside of the parcel boundary. The Surveyor will utilize as-built surveys from the City of Ormond Beach for any existing utilities. The Client will need to contact a private utility locate company (SUE) or City of Ormond Beach to locate the underground utilities (the SUE cost is not included in the Surveyor's fee) for Surveyor to locate. The topographic survey will be performed at a maximum 75 ft grid including visible high and low points and any other visible change in grade topography. Three vertical benchmarks will be established within or adjacent to the parcel. Existing drainage features will be located 50 ft outside the parcel boundary.

Existing trees within the parcel will be located with description of tree and size in accordance with the City of Ormond Beach Land Development Code.

A comprehensive survey drawing will be prepared in Autodesk Civil 3D 2021 or later to indicate the surveyed boundary, legal description, boundary corner monument(s), all located visible physical or natural improvements, soft and hard spot elevations, benchmarks, high-water nails, wetland line with bearings and distances tied to boundary, topography at one-foot contour interval in NAD83 state plane coordinates and NAVD 1998 vertical datum with TIN of the topography as part of the survey drawing . The survey drawing will also indicate any recorded easements provided by the City of Ormond Beach that lie within the parcel.

Record Plat: Surveyor will prepare a preliminary and final record plat of the parcel based on the Client's site design for an approximate 6-lot development with stormwater pond tract and rights-of-way. Both record plats will be developed in accordance with the City of Ormond Beach Land Development Code and Chapter 177 to indicate each lot and tract dimension and area, rights-of-way dimensions, easements, conservation areas, permanent control points and perimeter boundary monuments, dedication and approval blocks. Surveyor will review the title opinion provided by others for the final record plat and note all easements of record on the final record plat.

The Surveyor will provide to the Client the DWG and PDF files of the survey drawing and record plat for its review and permitting purposes. The PDF of the survey drawing will be digitally signed for permitting purposes. The record plats will be revised no more than a total of two times to address City of Ormond Beach SPRC review comments and City's reviewing Surveyor. The

final form of the record plat will be printed on mylar sheet(s) and executed by the Surveyor's registered Surveyor and delivered to the Client or City for signatures.

Services Not Included: Services not included in the agreement are setting the lot corner monuments, centerline permanent control points and rights-of-way monuments based on the final record plat, preparation of easement descriptions, title opinion, ALTA boundary survey or any other services not described in the scope of professional services.

VI. Geotechnical Services (by Universal Engineering & Sciences, LLC)

Based on the provided project information, we propose to perform:

- Eight (8) Standard Penetration Test (SPT) borings advancing to 20 feet each below existing grade;
- Permeability testing on samples obtained from the boring locations to provide stormwater considerations; and
- Recovery Analyses to be completed subsequent to the proposed fieldwork (if needed).

The SPT borings will be performed according to the procedures of ASTM D-1586. The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations:

- General Soil Stratigraphy;
- Current water table and estimation of normal seasonal high groundwater level;
- Presence or lack of marginal soils;
- General foundation and pavement design recommendations;
- Stormwater management design recommendations; and
- General site preparation recommendations.

VII. Aviation Coordination (by Hoyle Tanner & Associates)

AVIATION COORDINATION AND DESIGN SERVICES:

Task 1 - Obstruction Evaluation / Airport Airspace Analysis (OE/AAA)

Hoyle Tanner shall act as the liaison with the Federal Aviation Administration for the preparation and filing of the required Part 77 Obstruction Evaluation / Airport Airspace Analysis. The analysis will provide sufficient information for the FAA to decide if the proposed development is a Hazard/No Hazard as it applies to national airspace, air navigation facilities or airport capacity.

Task 2 - FAA NEPA Coordination

The Proposed Action is eligible for a Documented CATEX according to Federal Aviation Administration (FAA) Order 1050.1F Paragraph 5-6.4f CATEX for Facility Siting, Construction, and Maintenance, which state:

Paragraph 5-6.4f: "Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA construction or limited expansion of accessory on-site structures, including storage buildings, garages, hangars, t-hangars, small parking areas, signs, fences, and other essentially similar minor development items."

This task will be completed in accordance with FAA's ARP SOP 5.1 Standard Operating Procedures (SOP) CATEX Determinations, FAA Order 5050.4B, NEPA Implementing Instruction for Airport Actions, and FAA Order 1050.1F, Environmental Impacts Policies and Procedures, and other Council on Environmental Quality (CEQ) guidelines and requirements. This CATEX will determine whether any potential impacts are significant enough to necessitate a higher level of analysis. If impacts are identified that require additional analysis beyond those included in this Scope, it will be amended accordingly.

Agency coordination will be conducted on an as needed basis. The determination to consult with any regulatory agency will be based on the results of environmental investigations associated with the project (conducted by others). This scope assumes minimal agency coordination due to the type of projects and disturbance area. The results of any coordination efforts will be included (if applicable) and referenced in the CATEX document.

Hoyle Tanner will concisely describe, in both written and graphic format, the Airport's Proposed Action in sufficient detail and clarity using terms that are understandable to individuals unfamiliar with aviation activities. This section of the CATEX document will be supported using figures, tables, and/or appendices and is expected to include information describing project location, project area description, project purpose, project need, supporting FAA regulations, and time frame.

Hoyle Tanner will conduct an on-site field visit. An assessment of the online maps and data records will be conducted, and the field visit will include completion of appropriate forms, and photographs of the Project Area.

Assumptions

The HTA proposal is based on the following assumptions:

- The information provided by the Owner and Client will be adequate to develop the tasks in enough detail to satisfy NEPA requirements. If additional justification is deemed necessary, an amendment to this Scope will be required to develop supplemental data.
- The Owner and Client will provide previously completed environmental studies, agency correspondence, and other background information needed to prepare the documentation.
- Civil, Architectural, mechanical, electrical, and plumbing design services are not included in this proposal.
- Construction Administration and Bidding Services are not included in this proposal.
- Structural design services for the building are not included in this proposal.
- Protected species permitting and relocation are not included in this proposal.
- Floodplain work is not anticipated beyond interpolating FEMA flood maps.
- The contractor will submit the NPDES Notice of Intent.
- All design team meetings will be held virtually.
- The owner will pay for all project related fees, including but not limited to, permit fees, mitigation fees, connection, and impact fees.

VIII. Meetings and Miscellaneous Tasks

ZCA shall attend meetings (i.e., government, Client, Project Consultants, etc.) requested by the Client and provide other miscellaneous tasks not specifically listed in the scope above. We have assumed a budget of 60 hours for this service.

IX. Bidding and Construction Administration Services

A. Bidding Services

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for Civil site and landscape architectural improvements for the Client's submittal to contractors
2. Attend one (1) Pre-bid meeting
3. Respond to up to two (2) RFI's and prepare addendums
4. Review bids and make recommendation to the Client
5. Attend one (1) Bid Opening

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	TASK		FEE
I.	Planning		No Fee
II.	Civil Engineering		
	A.	Project Management of Sub-Consultants	$8,670.00
	B.	Preliminary Engineering	$12,500.00
	C.	Final Engineering, Permitting, and Specifications	$70,000.00
	D.	Preliminary and Final Plat	$10,000.00
III.	Landscape Architecture		
	A.	Landscape Design	$4,500.00
	B.	Irrigation Design	$2,500.00
	C.	Existing Tree Calculations and Mitigation Requirement	$4,000.00
IV.	Environmental		
	A.	Biological Assessment	$7,500.00
	B.	Permit Application Submittals	$5,500.00
	C.	Mitigation Planning and Coordination	$2,000.00
	D.	Gopher Tortoise Survey	$2,500.00
V.	Survey Services		
	A.	Boundary Survey	$8,800.00
	B.	Topographic Survey	$11,800.00
	C.	Tree Survey	$6,500.00
	D.	Record Plats	$16,400.00
VI.	Geotechnical Services		$5,700.00
VII.	Aviation Coordination		
	A.	Obstruction Evaluation/Airport Airspace Analysis	$3,000.00
	B.	FAA NEPA Coordination	$17,000.00
VIII.	Meetings and Miscellaneous Tasks		$10,200.00
IX.	Bidding and Construction Administration Services		
	A.	Bidding Services	$2,500.00
		TOTAL FIXED FEE	**$211,570.00**
		OPTIONAL FEE	**$750.00 per each Recovery Analysis (if needed)**

All permit application and resubmittal fees shall be paid by the Client prior to submittal.

Client Initials_____

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Comprehensive plan amendment, variances, special exceptions, etc.
2. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
3. Signage Design and Permitting
4. Concurrency Management Application
5. Off-Site roadway, utility or stormwater improvements beyond project connection at the property
6. Species-specific field survey
7. Permit applications for impacts to protected species
8. Arbor Services
9. GPS services
10. Mitigation planning and coordination, including quantitative impact and mitigation assessments
11. NPDES permitting, inspections, and reporting
12. Recording of Plat
13. Color Rendering/Graphic Representations
14. Financial Institution documents or requirements
15. Site lighting or structural design
16. Coordination of franchise utilities beyond providing plans to the private utilities
17. USPS Coordination

Client Responsibilities

The Client shall be responsible for providing the following services or information for ZCA's use:

1. Cultural Resource Assessment
2. For subdivision design, the Client shall provide phasing limits, lot sizes, lot mix and building product envelopes. Any redesign of the Plans resulting from a change in these parameters will be subject to additional compensation.
3. Electrical Design (lighting and electrical design)
4. Structural Engineering (retaining wall design, bollard design, foundation design, concrete slab design, etc., if applicable)
5. Sprinkler/Fire Pump Design
6. Architectural Services
7. Septic System, well, and grease trap design and permitting
8. NPDES notification, inspections, and reporting

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

If this Contract/Agreement for Services meets with meets with your approval, please issue a task order in accordance with our continuing services contract**.**

Please be advised that our firm has provided consulting services for our Clients for over 46 years. Thus, we may have similar projects currently under design. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

M. Dwight DuRant, P.E.
Principal

HK/ns
23271c01 F REV 4.11.24
cc: Robert J. Ball, P.E.
Samuel C. Hamilton, Jr., P.E.
Randy M. Hudak, P.E.
Haluk Kilic, P.E.
Mark P. Karet, AICP
William D. Lites
Viviana Vargas
Haley Calkins
File

Client Initials_____

Ormond Beach
Airport Infrastructure Improvements
ZC 23271

FEE SCHEDULE

Task	Principal Engineer $210.00	Senior Professional Engineer $170.00	Engineer I $105.00	Senior Biologist $170.00	Environmental Scientist II $115.00	Registered Landscape Architect $150.00	CADD Technician $100.00	Clerical $55.00	Subtotal	
I. Planning (No Fee)										
Phase I Total Hours	0	0	0	0	0	0	0	0	***0***	
Phase I Total Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	***$0.00***	
II. Civil Engineering										
Project Management of Sub-Consutants	6 $1,260.00	30 $5,100.00	15 $1,575.00	0 $0.00	4 $460.00	0 $0.00	0 $0.00	5 $275.00	*60* *$8,670.00*	
Preliminary Engineering	4 $840.00	22 $3,740.00	34 $3,570.00	0 $0.00	0 $0.00	0 $0.00	44 $4,400.00	0 $0.00	*104* *$12,550.00*	-$50
Final Engineering, Permitting, and Specifications	24 $5,040.00	88 $14,960.00	162 $17,010.00	8 $1,360.00	12 $1,380.00	0 $0.00	278 $27,800.00	45 $2,475.00	*617* *$70,025.00*	-$25
Preliminary and Final Plat	5 $1,050.00	24 $4,080.00	34 $3,570.00	0 $0.00	0 $0.00	0 $0.00	8 $800.00	10 $550.00	*81* *$10,050.00*	-$50
Phase II Total Hours	39	164	245	8	16	0	330	60	***862***	
Phase II Total Fees	$8,190.00	$27,880.00	$25,725.00	$1,360.00	$1,840.00	$0.00	$33,000.00	$3,300.00	***$101,295.00***	
III. Landscape Architecture										
Landscape Design	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	30 $4,500.00	0 $0.00	0 $0.00	*30* *$4,500.00*	
Irrigation Design	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	17 $2,550.00	0 $0.00	0 $0.00	*17* *$2,550.00*	-$50
Existing Tree Calculations and Mitigation Requirement	0 $0.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	27 $4,050.00	0 $0.00	0 $0.00	*27* *$4,050.00*	-$50
Phase III Total Hours	0	0	0	0	0	74	0	0	**74**	
Phase III Total Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$11,100.00	$0.00	$0.00	***$11,100.00***	
IV. Environmental Services										
Biological Assessment	0 $0.00	0 $0.00	0 $0.00	16 $2,720.00	42 $4,830.00	0 $0.00	0 $0.00	0 $0.00	*58* *$7,550.00*	-$50
Permit Application Submittals	0 $0.00	0 $0.00	0 $0.00	12 $2,040.00	28 $3,220.00	0 $0.00	0 $0.00	5 $275.00	*45* *$5,535.00*	-$35
Mitigation Planning and Coordination	0 $0.00	0 $0.00	0 $0.00	4 $680.00	12 $1,380.00	0 $0.00	0 $0.00	0 $0.00	*16* *$2,060.00*	-$60
Gopher Tortoise Survey	0 $0.00	0 $0.00	0 $0.00	8 $1,360.00	10 $1,150.00	0 $0.00	0 $0.00	0 $0.00	*18* *$2,510.00*	-$10
Phase IV Total Hours	0	0	0	40	92	0	0	5	**137**	
Phase IV Total Fees	$0.00	$0.00	$0.00	$6,800.00	$10,580.00	$0.00	$0.00	$275.00	***$17,655.00***	
IX. Bidding Services	2 $420.00	8 $1,360.00	4 $420.00	0 $0.00	0 $0.00	0 $0.00	0 $0.00	6 $330.00	***20*** ***$2,530.00***	-$30
Total Hours by Task	***41.00***	***172.00***	***249.00***	***48.00***	***108.00***	***74.00***	***330.00***	***71.00***	***1,093.00***	
Total Fees by Task	***8,610.00***	***29,240.00***	***26,145.00***	***8,160.00***	***12,420.00***	***11,100.00***	***33,000.00***	***3,905.00***	***132,580.00***	
Survey Services (Upham)									***$43,500.00***	
Geotechnical Services (Universal)									***$5,700.00***	
Aviation Coordination (Hoyle Tanner)									***$20,000.00***	
Meetings and Miscellaneous Tasks									***$10,200.00***	
Fee Adjustments (Round down totals)									***-$410.00***	-$410
GRAND TOTAL									***$211,570.00***	

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-70
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Auth - A. M. Weigel Construction, Inc., Professional Services ECHO Softball Quad Lighting Improvement Project		
Summary:	In November 2000, Volusia County voters approved a referendum to establish a funding program for environmental, cultural, heritage and outdoor projects. Pursuant to Volusia Co. Council Resolution No. 2000-156, program funds are to be used solely to finance acquisition, restoration, construction and improvement of environmental/ecological, cultural, historical/heritage, and outdoor recreation facilities for public use. The Sports Complex is an active recreational facility with a large variety of amenities situated on approximately 130 acres. The City strives to implement green technologies that have low impact on the environment. Over the past several years, staff has worked in conjunction with the LSAB, to implement LED lighting projects on recreational facilities. Adding LED lighting to the softball quad, will reduce energy consumption, CO2 and waste. LED lighting is far more environmentally friendly, energy efficient and economically viable compared to fluorescent and halogen lighting. Lower energy usage reduces carbon emissions and is beneficial to the environment. LEDs contain no environmentally harmful substances and with long life expectancy, the impact on the environment is minimized. Due to long-life expectancies and superior construction design of LEDs, operational and maintenance costs will be minimal and have an operational life of 35,000 to 50,000 hours. 35,000 hours is a 20-year life span if lights are operated 4-5 hours per day. Benefits of LED lighting are numerous: environmentally friendly, energy efficient, longer life, cost savings, simple installation, low maintenance, increased safety, better game quality, and more playing time. On October 3, 2017, the City Commission approved a contract with		

	A.M. Weigel Construction, Inc. for construction management services on a continuing contract basis. The attached proposal, provided by A.M. Weigel Construction, Inc. for the Ormond Beach Sport Complex Softball Quad Lighting Improvement Project, provides a guaranteed maximum price of $907,459 to permit, wire and install 16 new MUSCO light, former and control cabinets, and restore disturbed areas back to existing conditions. Staff chose to utilize the City's Construction Management Services contract as: • Construction time is reduced under this method; work can commence immediately following contract execution. • Providing fulltime on-site supervision and direction to all subcontractors in efforts to minimize field damage. • Scheduling subcontractors and material deliveries efficiently to reduce overall construction duration. This current proposal is for the immediate construction of the Ormond Beach Sport Complex Softball Quad Lighting Improvement Project. The proposal is for a guaranteed maximum price of $907,459. A.M. Weigel has recently completed a similar project at the Ormond Beach Sports Complex and Nova Tennis Courts with great care, knowledge, experience, and craftsmanship required for this specialized type of work.
Financial Impact:	The total cost is $907,459. The ECHO grant is $456,479 with the City providing a $450,980 match from the Leisure Services Capital Fund ($400,000) and General Fund Reserves ($50,980).
Citizen Impact:	The lighting renovations will temporarily close down one softball field at a time, allowing 3 softball fields to be operational during the implementation of the new LED technology. Staff implementing the project will work with Leisure Services to coordinate field closures relating to their recreational activities.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the work authorization for professional services for the ECHO Ormond Beach Sport Complex Softball Quad Lighting Improvement Project to A. M. Weigel Construction, Inc. for the guaranteed maximum price of $907,459.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-70 OBSC Quad Lights AM Weigel (P24-0065G) 2. A.M. Weigel Work Authorization
Approval:	Kelly McGuire, Finance Director 4/19/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-70

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE ORMOND BEACH SPORTS COMPLEX SOFTBALL QUAD FIELD LIGHTING IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and A.M. Weigel Construction, Inc., the appropriate City staff members have negotiated with A.M. Weigel Construction, Inc. to provide construction management services for the Ormond Beach Sports Complex softball quad field improvements project ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $907,459.00, and

WHEREAS, a County of Volusia ECHO grant will provide funding in the amount of $456,479.00, and

WHEREAS, the City Manager has certified that funds for the City's match for the Project have been appropriated to the credit of the Leisure Services Capital Fund in the amount of $450,980.00 and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The proposal submitted by A.M. Weigel Construction, Inc. to perform the Project at a total cost not to exceed $907,459.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with A.M. Weigel, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Leisure Services Capital Fund and ECHO grant funds.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Ormond Beach Sports Complex Softball Quad Field Lighting

Project Description: Construction management services to remove and replace existing lighting at the softball quad with Musco LED lighting, as detailed in the attached proposal dated March 19, 2024.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Softball Quad LED Field Lighting Replacement	Guaranteed Maximum Price	$907,459.00
Total Fee Authorized:	**Not to Exceed**	**$907,459.00**

Funding Source: Leisure Services Capital Fund (322)

Estimated Time for Completion: 6 Months from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
A. Michael Weigel
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

March 19, 2024

Mrs. Cara Culliver, RLA, ASLA,
Engineering Department
City of Ormond Beach
22 South Beach Street,
Ormond Beach, FL 32174

RE: City of Ormond Beach
Ormond Beach Sports Complex
Quad Softball LED Field Lighting
Ormond Beach, Florida

Dear Cara,

We are pleased to submit our Guaranteed Maximum Price proposal for LED Field Lighting at the Ormond Beach Sports Complex Quad Softball Fields (700 Hull Road, Ormond Beach, Florida 32174), in the amount of Nine Hundred Seven Thousand Four Hundred Fifty Nine Dollars and Zero Cents ($907,459.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit “A”	Assumptions & Qualifications
Exhibit “B”	Cost Summary
Exhibit “C”	Musco Sports Lighting Documents

Upon receipt of an executed contract and notice to proceed, we anticipate the project duration to be six (6) months to substantial completion.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have. Thank you again for this opportunity to be of service and we look forward to working with you and all the City of Ormond Beach staff in building this important project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President

Attachments

Ormond Beach Sports Complex **EXHIBIT A**
Quad Softball LED Field Lighting

PROPOSAL - ASSUMPTIONS and QUALIFICATIONS

A. QUALIFICATIONS:

1. In the event of discrepancies between the Contract Documents and these qualifications, these qualifications shall prevail.
2. In general terms, the scope of the Project is limited to the re-lamping of existing Field Lighting for sixteen (16) total existing light poles with new MUSCO LED fixtures across four (4) Softball Fields located at the Ormond Beach Sports Complex.
3. This proposal is based on the Proposal Document, these Assumptions & Qualifications identified as Exhibit "A", the Cost Summary identified as Exhibit "B", and the MUSCO Sports Lighting Documents as Exhibit "C" all attached hereto and made a part hereof.
4. All work will be performed during normal working hours. Premiums for shift work or overtime are not included in the Contract Sum.
5. 6% State Sales Tax, 0.5% County Sales Tax (on the first $5,000) – is included on all materials. It is our intention for the Owner to directly purchase as many items as feasible for the purpose of realizing the benefit of their tax exempt status.
6. The sales tax saved through the Owner Direct Purchase Process will accrue to the contract as a budget to be used for the purpose of defraying the expenses due to unforeseen circumstances relating to the CM's responsibilities for construction. The Construction Manager will be required to furnish documentation justifying expenditures charged to this budget prior to the release of funds by the Owner. Budget balance shall be tracked by the CM and reported to the Owner on an ongoing basis. Upon completion of the project, a final accounting of the unused funds will be reconciled with the Owner and any and all unused monies will be credited to the Owner Contract via deductive change order.

B. EXCLUSIONS:

1. Permitting and design documents (aside from Musco Photometric design) are not included. Per correspondence with City of Ormond Beach Permitting on October 17, 2023, a permit would not be required for the project in its current scope.
2. Earthwork and excavations are not anticipated to occur in this project. We have not included any costs associated with relocation, removal or replacement of existing utilities found on site that conflict with proposed construction.
3. We have not included any costs associated with removal or replacement of unsuitable soils or hazardous materials found on site.
4. Replacement of existing poles, pole foundations, or electrical service is excluded.
5. As existing poles are being reused, FAA Lighting Studies are excluded.

C. QUALIFICATIONS BY TRADE:

Division 01 – General Requirements

6. We have included the necessary project management and full-time jobsite supervision for the entire period of construction.
7. The project is based on a continuous schedule of one (1) month for submittal review and Owner-Direct Purchasing of Materials, four (4) months of material lead time, and one (1) month of construction.
8. We have included the cost of Liability Insurance and Builders Risk Insurance coverage and Performance and Payment Bond premiums as described in our contract agreement.
9. It is assumed that all temporary utility services will be connected to existing facilities and that the cost associated with temporary water, sewer, and power consumption are not included.

Division 02 – Repair Allowance

10. We have included repair allowances for clay, athletic turf, sod, and sidewalks directly impacted by our work.
11. Existing poles and foundations will remain as is.

Division 16A - Electrical

12. All existing raceways, electrical service panels, and circuits will remain as is.
13. The existing lighting timer in the Quad Electrical Closet will be removed and replaced with a MUSCO Sports Lighting Control Cabinet.
14. All re-lamped Light Poles will receive new electrical grounding in accordance with MUSCO Sports Lighting requirements.

Division 16B – Field Lighting

15. We have included the cost to furnish and install new Field Lighting consisting of sixteen (16) re-lamps of existing poles with new MUSCO Sports Lighting LED fixtures.
16. We have included the cost to furnish and install new LED re-lamping for intermediate-high lights on existing poles with intermediate fixtures.
17. We have included disconnection and removal of older fixture heads scheduled to be replaced.
18. We have included replacement of the existing lighting contactor cabinet.

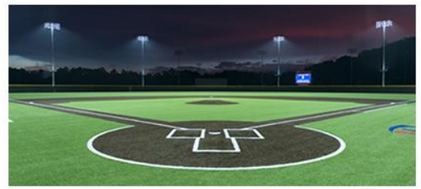
OBSC SOFTBALL QUAD FIELDS - LED LIGHTING

Bid Pkg	Description	Quantity	UM	Total Cost
1A	Project Management	1	WKS	
1A	Superintendent	3	WKS	
1A	Vehicle / Gas & Oil	1	MO	
1A	Telephone / Communication	1	MO	7,979.38
1B	Permitting & Impact Fees Allowance	1	LS	0.00
1C	Signed and Sealed Design for Permitting	1	LS	0.00
1D	Dumpster - 30 CY	1	EA	
1D	Small Tools / Barricades / Signage	1	LS	
1D	Day Labor / Cleanup	2	DAYS	1,535.00
2A	Repair Allowance - Fine Grading Ruts in Clay Infield	4,000	SF	
2A	Repair Allowance - Remove and Replace Sod	3,200	SF	
2A	Repair Allowance - Grade and Fill Ruts in Sod	20	HRS	
2A	Repair Allowance - Remove and Replace Sidewalks	750	SF	22,775.00
16A	MUSCO Type 1200 High Mast LED Sports Fixtures	96	Fixtures	
16A	MUSCO Type 575 Ball Tracker LED Fixtures	32	Fixtures	
16A	Cree LED Security Fixtures	8	Fixtures	
16A	MUSCO Lighting Contactor Cabinet	1	LS	
16A	Sales tax	6.5%	LS	612,375.00
16B	Remove and replace Light Fixtures w/ LED	16	POLES	
16B	Remove and replace Lighting Contactor Cabinet	1	LS	185,000.00
				829,664.38
	General Liability Insurance		0.80%	6,637.32
	Performance & Payment Bond			8,935.00
	Overhead and Profit		7.50%	62,222.31
				907,459.00

Ormond Beach Softball

Ormond Beach, FL

From Hometown to Professional



Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	68'	68'	3	TLC-LED-1200	3.51 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
		68'	3	TLC-LED-1200	3.51 kW	D
		16'	1	TLC-BT-575	0.58 kW	D
		40'	1	CREE OSQ	0.10 kW	E
A2	68'	68'	3	TLC-LED-1200	3.51 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
		68'	3	TLC-LED-1200	3.51 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
		40'	1	CREE OSQ	0.10 kW	E
A3	68'	68'	3	TLC-LED-1200	3.51 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
		68'	3	TLC-LED-1200	3.51 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
		40'	1	CREE OSQ	0.10 kW	E
A4	68'	68'	3	TLC-LED-1200	3.51 kW	C
		16'	1	TLC-BT-575	0.58 kW	C
		68'	3	TLC-LED-1200	3.51 kW	D
		16'	1	TLC-BT-575	0.58 kW	D
		40'	1	CREE OSQ	0.10 kW	E
B1	68'	68'	5	TLC-LED-1200	5.85 kW	A
		19'	1	TLC-BT-575	0.58 kW	A
		68'	5	TLC-LED-1200	5.85 kW	D
		19'	1	TLC-BT-575	0.58 kW	D
		40'	1	CREE OSQ	0.10 kW	E
B2	68'	68'	5	TLC-LED-1200	5.85 kW	A
		19'	1	TLC-BT-575	0.58 kW	A
		68'	5	TLC-LED-1200	5.85 kW	B
		19'	1	TLC-BT-575	0.58 kW	B
		40'	1	CREE OSQ	0.10 kW	E
B3	68'	68'	5	TLC-LED-1200	5.85 kW	B
		19'	1	TLC-BT-575	0.58 kW	B
		68'	5	TLC-LED-1200	5.85 kW	C
		19'	1	TLC-BT-575	0.58 kW	C
		40'	1	CREE OSQ	0.10 kW	E
B4	68'	68'	5	TLC-LED-1200	5.85 kW	C
		19'	1	TLC-BT-575	0.58 kW	C
		68'	5	TLC-LED-1200	5.85 kW	D
		19'	1	TLC-BT-575	0.58 kW	D
		40'	1	CREE OSQ	0.10 kW	E
C1-C2	68'	68'	4	TLC-LED-1200	4.68 kW	A
		19'	2	TLC-BT-575	1.15 kW	A
C3-C4	68'	68'	4	TLC-LED-1200	4.68 kW	B
		19'	2	TLC-BT-575	1.15 kW	B
C5-C6	68'	68'	4	TLC-LED-1200	4.68 kW	C
		19'	2	TLC-BT-575	1.15 kW	C
C7-C8	68'	68'	4	TLC-LED-1200	4.68 kW	D
		19'	2	TLC-BT-575	1.15 kW	D
16			***136***		***131.55 kW***	

Single Luminaire Amperage Draw Chart

Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
Single Phase Voltage	**208 (60)**	**220 (60)**	**240 (60)**	**277 (60)**	**347 (60)**	**380 (60)**	**480 (60)**
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
Cree OSQ	-	-	-	-	0.3	-	0.2
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Northeast Field	32.68 kW	32
B	Southeast Field	32.68 kW	32
C	Southwest Field	32.68 kW	32
D	Northwest Field	32.68 kW	32
E	Security	0.83 kW	8

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	96
CREE OSQ	LED 5700K - 70 CRI	104W	12,227	--	--	--	8
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	32

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Glare (cd) - 150' Offset	Max Candela (by Fixture)	1911	660	3341	5.06	2.89	A,B,C,D	128
Northeast Field (Infield)	Horizontal Illuminance	52.9	43	64.6	1.50	1.23	A	32
Northeast Field (Outfield)	Horizontal Illuminance	30.4	21.2	46.2	2.18	1.44	A	32
Northwest Field (Infield)	Horizontal Illuminance	52.9	43	64.6	1.50	1.23	D	32
Northwest Field (Outfield)	Horizontal Illuminance	30.4	21.2	46.2	2.18	1.44	D	32
Southeast Field (Infield)	Horizontal Illuminance	52.9	43	64.6	1.50	1.23	B	32
Southeast Field (Outfield)	Horizontal Illuminance	30.4	21.2	46.2	2.18	1.44	B	32
Southwest Field (Infield)	Horizontal Illuminance	52.9	43	64.6	1.50	1.23	C	32
Southwest Field (Outfield)	Horizontal Illuminance	30.4	21.2	46.2	2.18	1.44	C	32
Spill (fc) - 150' Offset	Horizontal Illuminance	0.01	0	0.02	6.31	3.58	A,B,C,D	128
Spill (fc) - 150' Offset	Max Vert Illuminance (by Light Bank)	0.05	0.02	0.07	3.85	2.59	A,B,C,D	128

We Make It Happen.

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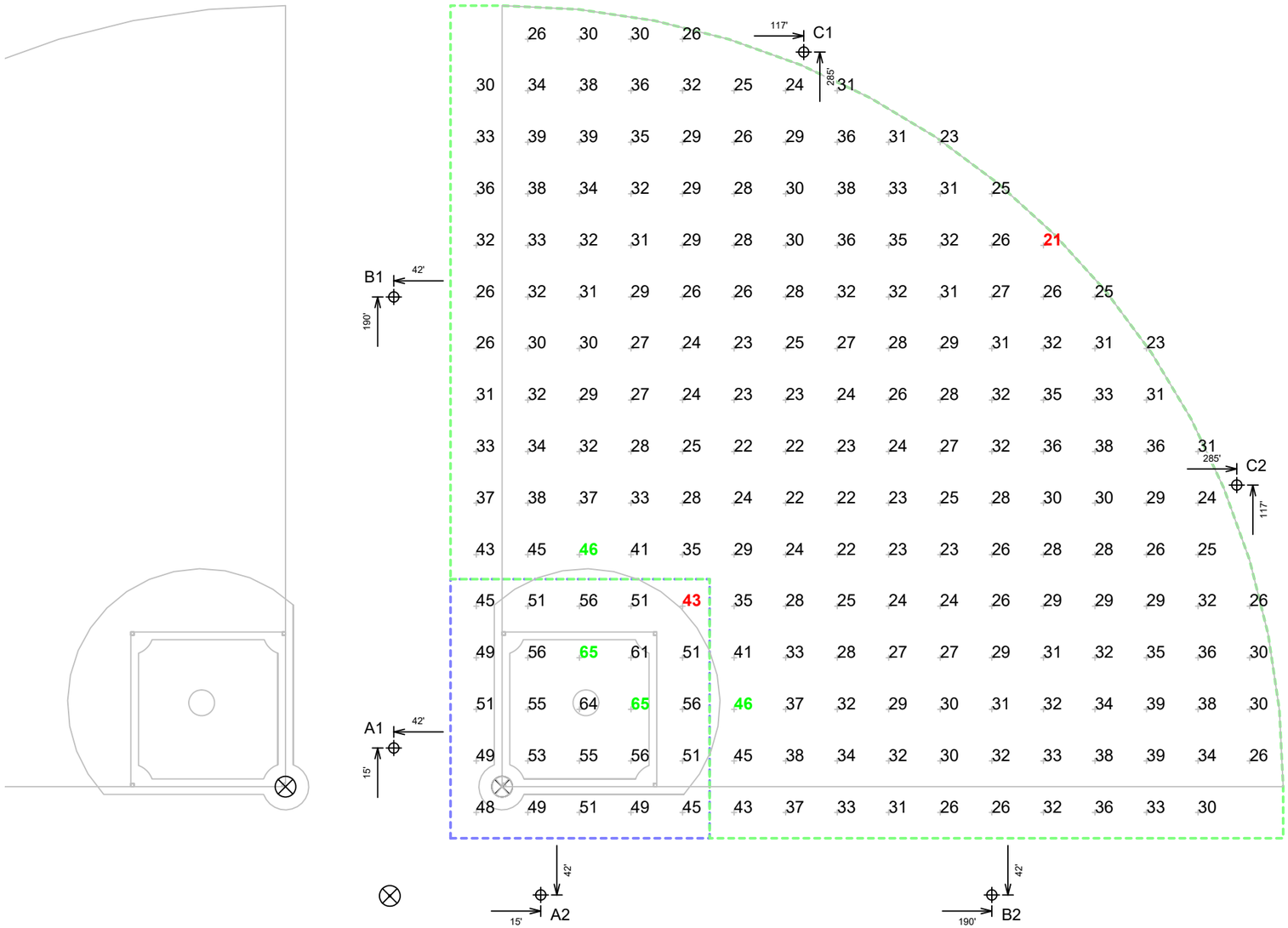
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
2	B1-B2	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
2	C1-C2	68'	-	19'	TLC-BT-575	2	2	0
				68'	TLC-LED-1200	4	4	0
6	TOTALS					56	32	24

* This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1 : 50

0' 50' 100'

ENGINEERED DESIGN By: D.Alexander · File #192067B · 26-Sep-23

Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Northeast Field**
Size:	303'/303'/303' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	52.92	30.44
Maximum:	64.6	46.2
Minimum:	43.0	21.2
Avg / Min:	1.23	1.43
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.50	2.18
UG (adjacent pts):	1.20	1.33
CU:	0.68	
No. of Points:	25	185

LUMINAIRE INFORMATION

Applied Circuits:	A
No. of Luminaires:	**32**
Total Load:	32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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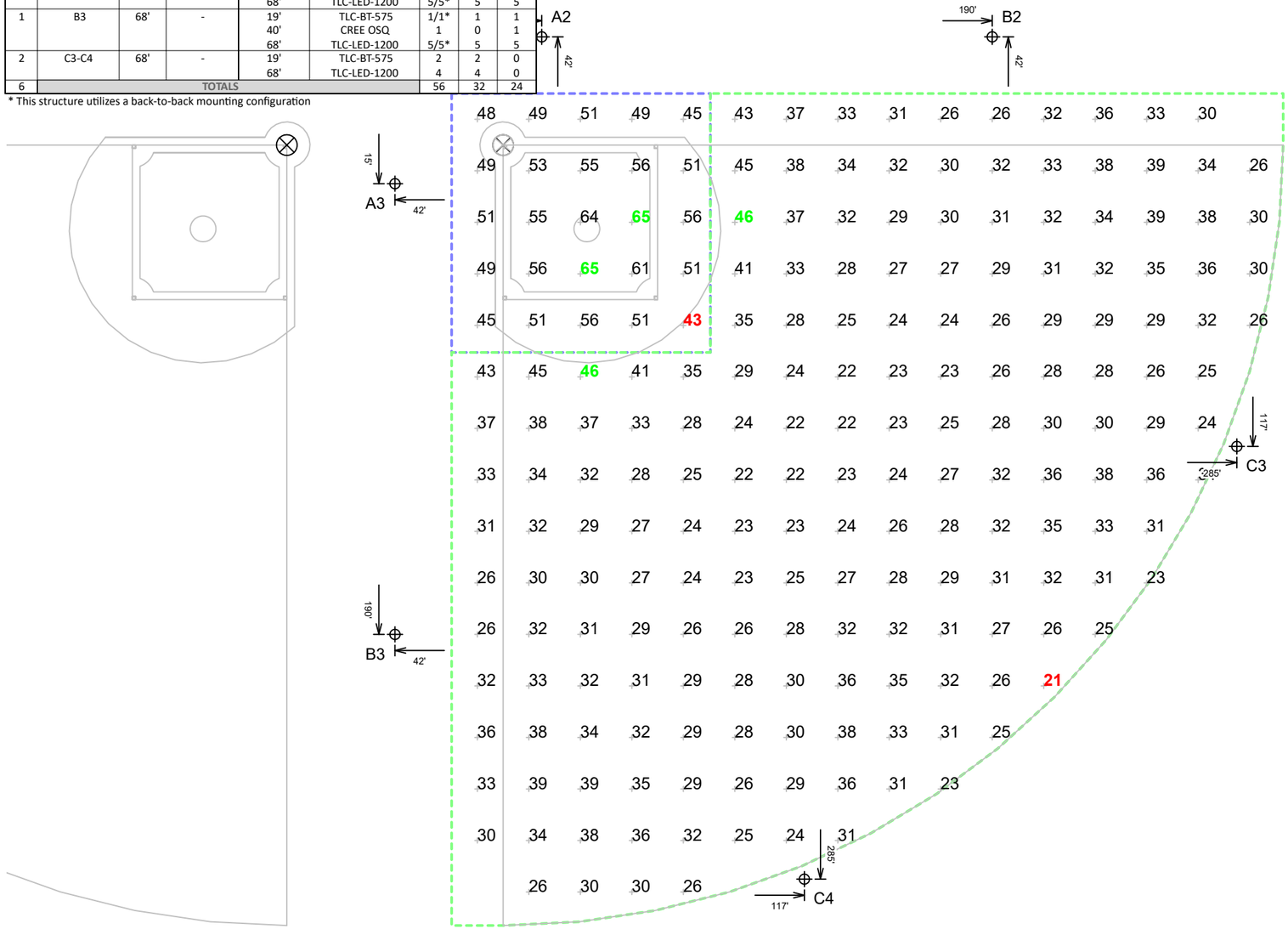
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A2	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
1	A3	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
1	B2	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
1	B3	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
2	C3-C4	68'	-	19'	TLC-BT-575	2	2	0
				68'	TLC-LED-1200	4	4	0
6	TOTALS					56	32	24

* This structure utilizes a back-to-back mounting configuration



Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Southeast Field**
Size:	303'/303'/303' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	52.92	30.44
Maximum:	64.6	46.2
Minimum:	43.0	21.2
Avg / Min:	1.23	1.43
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.50	2.18
UG (adjacent pts):	1.20	1.33
CU:	0.68	
No. of Points:	25	185

LUMINAIRE INFORMATION

Applied Circuits:	B
No. of Luminaires:	**32**
Total Load:	32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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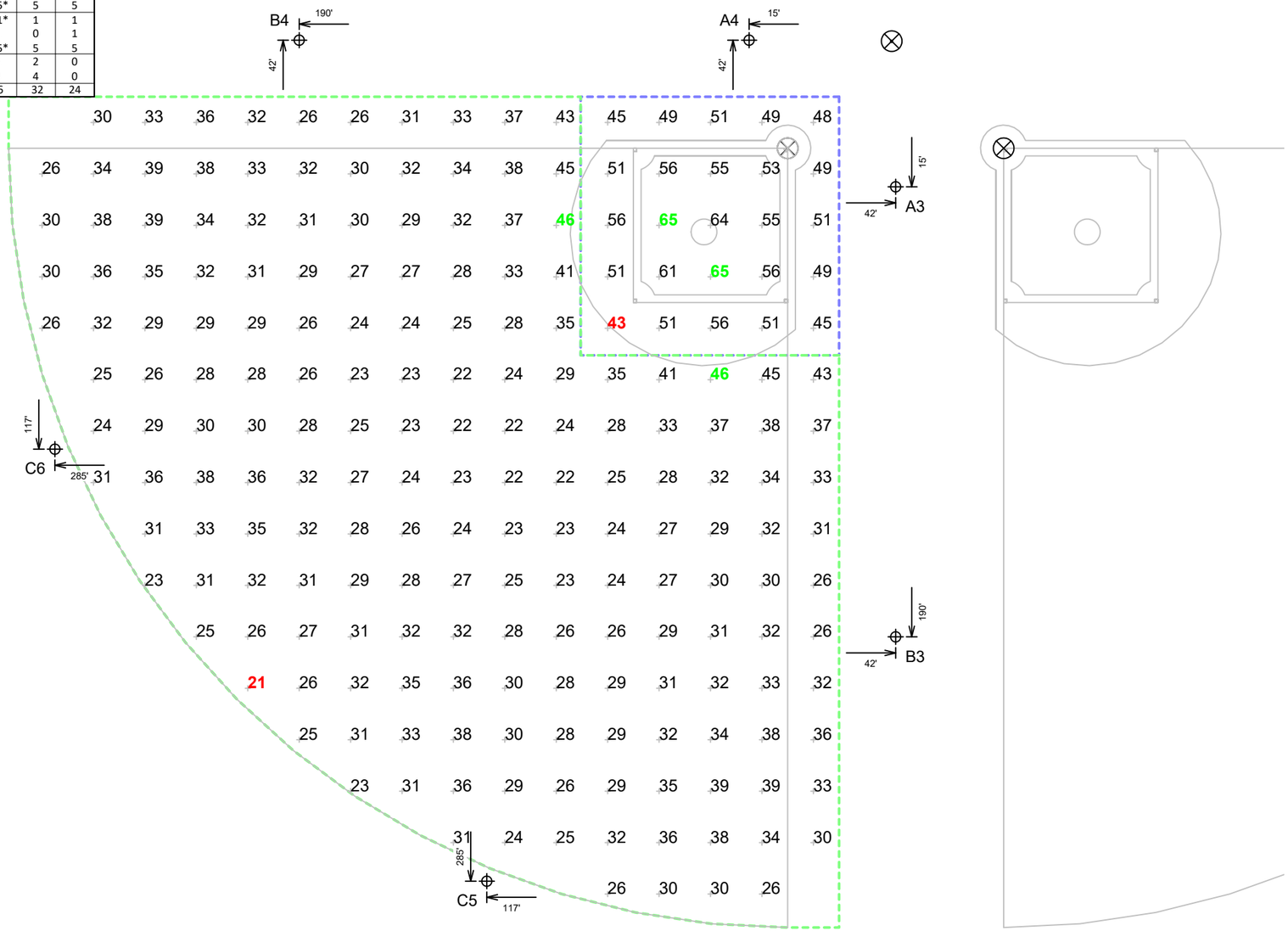
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	A3	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
1	A4	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
1	B3	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
1	B4	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
2	C5-C6	68'	-	19'	TLC-BT-575	2	2	0
				68'	TLC-LED-1200	4	4	0
6	TOTALS					56	32	24

* This structure utilizes a back-to-back mounting configuration



Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Southwest Field**
Size:	303'/303'/303' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	52.92	30.44
Maximum:	64.6	46.2
Minimum:	43.0	21.2
Avg / Min:	1.23	1.43
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.50	2.18
UG (adjacent pts):	1.20	1.33
CU:	0.68	
No. of Points:	25	185

LUMINAIRE INFORMATION

Applied Circuits:	C
No. of Luminaires:	**32**
Total Load:	32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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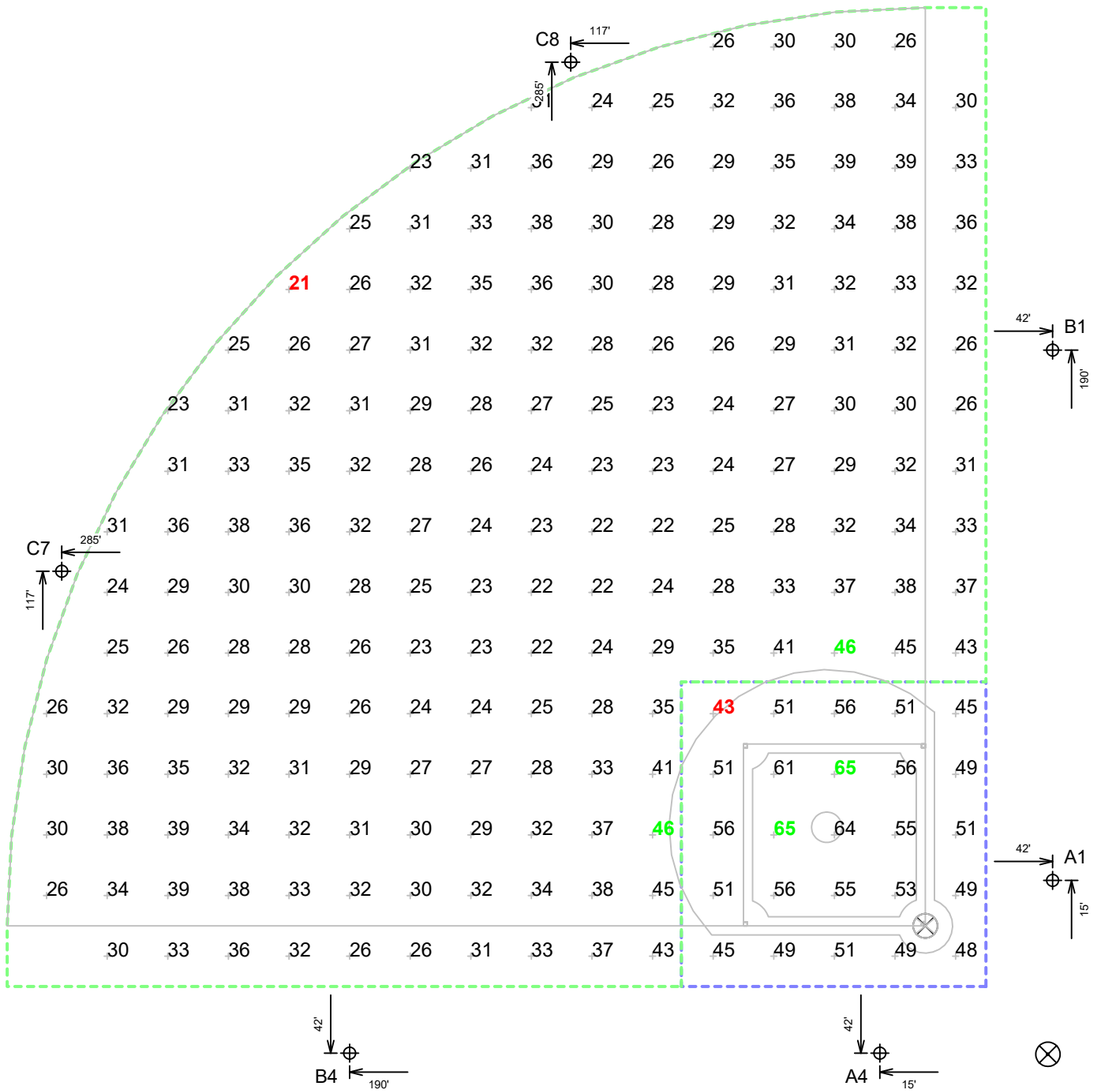
EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1, A4	68'	-	15.5'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	3/3*	3	3
2	B1, B4	68'	-	19'	TLC-BT-575	1/1*	1	1
				40'	CREE OSQ	1	0	1
				68'	TLC-LED-1200	5/5*	5	5
2	C7-C8	68'	-	19'	TLC-BT-575	2	2	0
				68'	TLC-LED-1200	4	4	0
6	TOTALS					56	32	24

* This structure utilizes a back-to-back mounting configuration



Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Northwest Field**
Size:	303'/303'/303' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	52.92	30.44
Maximum:	64.6	46.2
Minimum:	43.0	21.2
Avg / Min:	1.23	1.43
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.50	2.18
UG (adjacent pts):	1.20	1.33
CU:	0.68	
No. of Points:	25	185

LUMINAIRE INFORMATION

Applied Circuits:	D
No. of Luminaires:	**32**
Total Load:	32.68 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 50

0' 50' 100'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Spill (fc) - 150' Offset**
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	0.0143
Maximum:	0.022
Minimum:	0.004
No. of Points:	106

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D
No. of Luminaires:	**128**
Total Load:	130.72 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 120

0' 120' 240'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Spill (fc) - 150' Offset**
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAX VERTICAL FOOTCANDLES

	Entire Grid
Scan Average:	0.0493
Maximum:	0.072
Minimum:	0.019
No. of Points:	106

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D
No. of Luminaires:	**128**
Total Load:	130.72 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 120

0' 120' 240'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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Ormond Beach Softball

Ormond Beach, FL

GRID SUMMARY

Name:	**Glare (cd) - 150' Offset**
Spacing:	30.0'
Height:	5.0' above grade

ILLUMINATION SUMMARY

CANDELA (PER FIXTURE)

	Entire Grid
Scan Average:	1910.8582
Maximum:	3341.302
Minimum:	660.069
No. of Points:	106

LUMINAIRE INFORMATION

Applied Circuits:	A, B, C, D
No. of Luminaires:	**128**
Total Load:	130.72 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 120

0' 120' 240'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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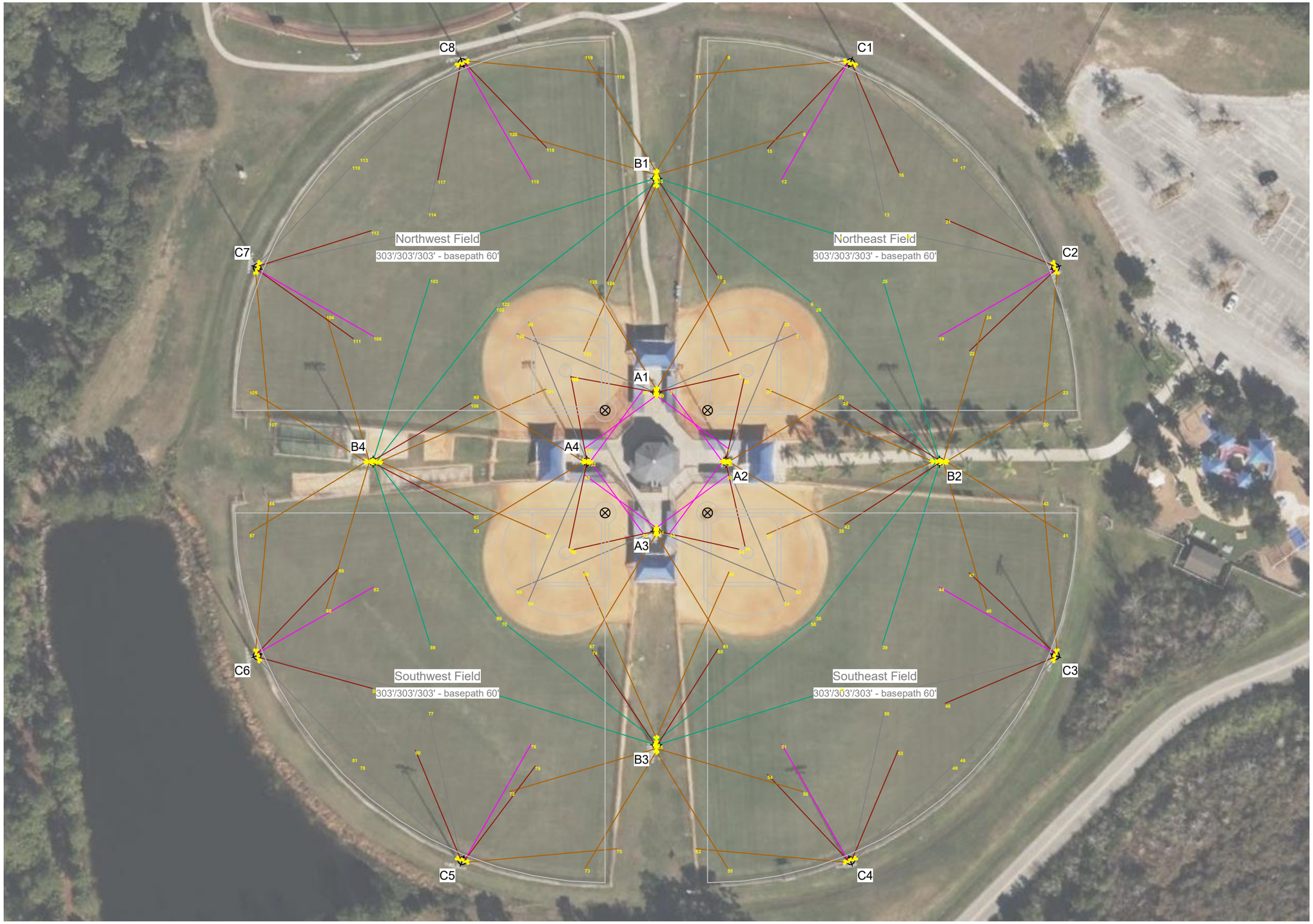

Ormond Beach Softball

Ormond Beach, FL

EQUIPMENT LAYOUT

INCLUDES:
- Northeast Field
- Northwest Field
- Security
- Southeast Field
- Southwest Field

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
4	A1-A4	68'	-	15.5'	TLC-BT-575	1/1*
				40'	CREE OSQ	1
				68'	TLC-LED-1200	3/3*
4	B1-B4	68'	-	19'	TLC-BT-575	1/1*
				40'	CREE OSQ	1
				68'	TLC-LED-1200	5/5*
8	C1-C8	68'	-	19'	TLC-BT-575	2
				68'	TLC-LED-1200	4
16	TOTALS					136

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
Cree OSQ	-	-	-	-	0.3	-	0.2
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5

SCALE IN FEET 1 : 80

0' 80' 160'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-71
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Work Auth - A. M. Weigel Construction, Inc., Professional Services for ECHO Nova Ballfields Improvements		
Summary:	In November 2000, Volusia County voters approved a referendum to establish a funding program for environmental, cultural, heritage and outdoor projects. Pursuant to Volusia Co. Council Resolution No. 2000-156, program funds are to be used solely to finance acquisition, restoration, construction and improvement of environmental / ecological, cultural, historical/heritage, and outdoor recreation facilities for public use. The Nova Ballfields Improvements Project will replace the softball field (field #2) infield area and partial outfield with a youth size baseball field due to the increasing needs by the community and the demand for more regulation tournaments. In addition to field 2, this project will renovate the 3 baseball fields (fields 3-5), located on the west side of Nova Rd. The infield areas and partial outfields will receive new clay, drainage improvements, Bermuda sod, irrigation and new pitcher rubber/bases. On October 3, 2017, the City Commission approved a contract with A.M. Weigel Construction, Inc. for construction management services on a continuing contract basis. The attached proposal, provided by A.M. Weigel Construction, Inc. for the ECHO Nova Ballfields Improvements Project, provides a guaranteed maximum price of $427,152 to regrade the infields and partial outfields will receive new clay, drainage improvements, Bermuda sod, irrigation and new pitcher rubber/bases. Staff chose to utilize our Construction Management Services contract as: • Construction time is reduced under this method; work can commence immediately following contract execution.		

	• Providing fulltime on-site supervision and direction to all subcontractors in efforts to minimize field damage. • Scheduling subcontractors and material deliveries efficiently to reduce overall construction duration. This current proposal is for the immediate construction of the Nova Ballfield Improvement Project. The proposal is for a guaranteed maximum price of $427,152. A.M. Weigel has recently completed a similar project at the Ormond Beach Sports Complex with great care, knowledge, experience, and craftsmanship required for this specialized type of work.
Financial Impact:	Total cost for this project is $427,152. The ECHO grant request will be for $213,576 with the City of Ormond Beach providing $213,576 in cash match from the Leisure Services Capital Fund ($100,000) and General Fund Reserves ($113,576) for the project.
Citizen Impact:	The renovation of baseball fields 2-5 at Nova Community Park will temporarily close down fields as the infield and partial outfield renovations take place. Staff implementing the project will work with the Leisure Services Department to coordinate field closures relating to their recreational activities.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends award of the work authorization for professional services for the ECHO Nova Ballfields Improvements Project to A. M. Weigel Construction, Inc. for the guaranteed maximum price of $427,152.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-71 Nova Ballfield Imp-Weigel (P24-0064G) 2. A.M. Weigel Work Authorization
Approval:	Kelly McGuire, Finance Director 4/19/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-71

A RESOLUTION ACCEPTING A PROPOSAL FROM A.M. WEIGEL CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE NOVA COMMUNITY PARK BALLFIELDS IMPROVEMENTS PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Contract for Construction Management Services between the City and A.M. Weigel Construction, Inc., the appropriate City staff members have negotiated with A.M. Weigel Construction, Inc. to provide construction management services for the Nova Community Park Ballfields improvements project ("the Project"), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed $427,152.00, and

WHEREAS, a County of Volusia ECHO grant will provide funding in the amount of $213,576.00, and

WHEREAS, the City Manager has certified that funds for the City's match for the Project have been appropriated to the credit of the Leisure Services Capital Fund ($100,000.00) and General Fund Reserves ($113,576.00) and that these funds have not been appropriated for any other purpose, and

WHEREAS, the City Commission concurs with the foregoing recommendations, now therefore,

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

SECTION ONE. The proposal submitted by A.M. Weigel Construction, Inc. to perform the Project at a total cost not to exceed $427,152.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with A.M. Weigel, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Leisure Services Capital Fund, the General Fund Reserves and ECHO grant funds.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and A.M. Weigel Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Nova Sports Fields Reconstruction

Project Description: Construction management services to replace the infield and partial outfield of softball field 2 with a youth-size baseball field, and renovate baseball fields 3, 4, and 5, as detailed in the attached proposal dated March 19, 2024.

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Nova Sports Field Reconstruction	Guaranteed Maximum Price	$427,152.00
Total Fee Authorized:	**Not to Exceed**	**$427,152.00**

Funding Source: Leisure Services Capital Fund (322)

Estimated Time for Completion: 8 Weeks from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
A.M. WEIGEL CONSTRUCTION, INC.

By: _____
A. Michael Weigel
President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

March 19, 2024

Ms. Cara Culliver. RLA, ASLA
City of Ormond Beach
Engineering Department

RE: Nova Community Park
Ball Fields #2, #3, #4 and #5 Improvements
Ormond Beach, Florida

Dear Cara:

We are pleased to submit our proposal for the construction of the above referenced project in accordance with the plans as prepared by Zev Cohen & Associates, Inc. dated October 26, 2023 FINAL and as further qualified herein for the guaranteed maximum price of **Four Hundred Twenty Seven Thousand One Hundred Fifty Two Dollars and Zero Cents ($427,152.00).**

Qualifications

We have included all silt fence as indicated.

We have included an allowance of $2,000 for permit fees.

We have included removal of existing sod and clay on all four infields and hauling the materials off site.

We have included removal and replacement of existing bases, pitcher's mound and home plate.

We have included removal of existing sod in select outfield areas as indicated on the plans and hauling those materials off site.

We have included all laser grading associated with the work herein.

We have included installing 85/15 turf mix to the areas to receive new ballfield sod.

We have included installing 80/20 baseball clay mix to a depth of 6" in all infield areas to receive new clay.

We have included removal of sod netting on sod rolls prior to installation.

We have included installing new certified TIF 419 Bermuda sod or equivalent in all areas to receive new sod including rolling all sod with a 3 ton drum roller

We have included removal and replacement of the existing Bermuda sod over irrigation lines to be installed within the field of play but outside the infield areas.

We have included installing new Bahia sod over the new storm drainage system to be installed between the fields.

We have included installing storm drainage system as indicated on the plans.

Continues on next page.

Qualifications (continued).

We have included an allowance of $18,000 per field for installing all irrigation upgrades as indicated on the drawings.

We have included removal and replacement of existing chain link fencing and concreted sidewalks as required to install the work included herein.

We anticipate the work being complete in eight weeks from time of mobilization on site.

We have included an estimate breakdown with our proposal.

Exclusions

We have not included any costs associated with relocation, removal or replacement of underground utilities, unsuitable soils, debris, or hazardous materials, found on site.

Please feel free to contact me if you have any further questions regarding our proposal. Thank you for this opportunity to be a part of your team and we look forward to the opportunity of working with you and delivering this very exciting project.

Sincerely,

A. M. WEIGEL CONSTRUCTION, INC.

A. Michael Weigel
President

Nova Community Park - Ballfield Improvements

Fields #2, #3, #4 and #5

Bid Pkg	Description	Quantity	UM	Line Item Cost	Total Cost
1A	Project Management	4	WKS	7,381.50	
1A	Superintendent	8	WKS	15,504.00	
1A	Telephone / Communication	2	MO	140.00	23,025.50
1B	Dumpster - 30 CY	2	EA	900.00	
1B	Small Tools / Barricades / Signage	1	LS	1,050.00	
1B	Day Labor / Cleanup	4	DAYS	680.00	2,630.00
1C	Permitting & Impact Fees Allowance	1	LS	2,000.00	2,000.00
2A	Silt Fence - install and remove	2,932	LF	5,131.00	5,131.00
2B	Remove sod over drainage route	4,800	SF	2,400.00	
	Storm Drainage - Lump Sum	1	LS	43,324.00	
2B	Storm Drainage - 24" yard drains	3	EA	0.00	
2B	Storm Drainage - 15" HDPE piping	63	LF	0.00	
2B	Storm Drainage - 18" HDPE piping	223	LF	0.00	
2B	Storm Drainage - Mitered End Section	1	EA	0.00	
2B	Fine grade, furnish & install sod over drainage route	4,800	SF	2,880.00	48,604.00
2C	Field #2 Modifications - Total	1	LS	60,108.00	
2C	Field #3 Modifications - Total	1	LS	45,446.00	
2C	Field #4 Modifications - Total	1	LS	51,302.00	
2C	Field #5 Modifications - Total	1	LS	49,350.00	
2C	Remove sod & clay from designated areas - haul offsite	1	LS	included	
2C	Layout fields to new dimensions	1	LS	included	
2C	Supply & install 85/15 turf mix to sodded areas	1	LS	included	
2C	Laser grade sod areas	1	LS	included	
2C	Supply & install certified TIF 419 Bermuda sod rolls	1	LS	included	
2C	Remove sod netting & roll new sod with 3 ton roller	1	LS	included	
2C	Supply & install 6" depth 80/20 baseball clay to fields	1	LS	included	
2C	Laser grade the 80/20 baseball clay areas	1	LS	included	
2C	Furnish new Bases and Pitchers Rubbers	1	LS	1,250.00	
2C	Rebuild practice pitchers mound disturbed by storm drain	1	LS	2,000.00	209,456.00
2D	Remove sod over irrigation outside of the 4 infields	10,400	SF	5,200.00	
2D	Irrigation - Field #2, #3, #4 & #5 (allowance)	4	EA	72,000.00	
2D	Fine grade, furnish & install sod over replaced irrigation	10,400	SF	6,240.00	83,440.00
2E	Remove and replace existing sidewalk (allowance)	200	SF	3,500.00	3,500.00
2F	Remove and replace existing chain link fence (allowance)	265	LF	10,600.00	10,600.00
				388,386.50	388,386.50
	General Liability Insurance		0.80%		3,108.00
	Performance & Payment Bond				4,580.00
	Overhead and Profit		8.00%		31,077.50
	TOTAL			**TOTAL**	**427,152.00**

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-72
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Purchase Emergency Stationary Bypass Pumps		
Summary:	This is a request to purchase 4 Thompson Pump Emergency Stationary Bypass Pumps under the Florida Sheriffs Contract FSA23-EQU21.0, Item 317. Funding will be provided through the Federal Emergency Management Association (FEMA) Hazard Mitigation Grant Program (HMGP), which provides grants to local governments to implement long-term hazard mitigation measures. These pumps will be used to prevent flooding in surrounding areas during extreme storm events. This project will provide backup pumping capabilities for the following lift stations listed below and will benefit the described areas for each lift station. • Lift Station 409 (WM) - Walmart, Bermuda Estates, provides re-pumping of wastewater from systems west of I-95 • Lift Station 102 (1P) - Ocean Village Villas, Gardens of New Britain • Lift Station 202 (2M) - Ridgewood to South Beach Street, between Granada and Hand Avneue • Lift Station 502 (SR) - Saddler's Run Subdivision, provides re-pumping of Tymber Creek systems		
Financial Impact:	This project is being funded through the Federally Funded Hazard Mitigation Grant Program administered by the state of Florida, division of emergency management; this grant will fund $191,808.75 of the acquisition cost of $255,745. The remainder of the acquisition cost ($63,936.25) will be funded from the 409- Water and Wastewater System Improvement Fund.		

Citizen Impact:	Surrounding residents will benefit from this project as it will greatly reduce the likelihood of flooding in the area. Residents will experience temporary inconvenience during construction, as portions of the lift stations will be excavated for installation of the suction/discharge pipe.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the purchase of the emergency stationary pumps.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 24-72 Thompson Pump purch (P24-0067G) 2. CC 119 Purchase Emergency Stationary Bypass Pumps 3. FSA Notice of Award 4. HMGP Liftstation Map 5. Thompson Pump Quote Pump Station SR 6. Thompson Pump Quote Pump Stations 2M & WM 7. Thompson Pump Quote Pump Station 1P
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/29/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-72

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF FOUR EMERGENCY BYPASS PUMPS, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to purchase four emergency bypass pumps to be installed in Lift Stations 409, 102, 202 and 502; 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 Thompson Pump model 4JSCC-DIS-4LE2T-DC in the amount of $65,324.00, one model 4JSCM-DYS-3TNVF-DC in the amount of $60,777.00, and two models 4JSCM-DIS-4LE2T-DC in the amount of $129,644.00 ($64,822.00 x 2), under Florida Sheriffs Association Bid No. FSA23-EQU21.0; 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 four emergency bypass pumps, under Florida Sheriffs Association Bid No. FSA23-EQU21.0, from Thompson Pump, in the total amount of $255,745.00; and

WHEREAS, a Hazard Mitigation Grant will provide funding in the amount of $191,808.75, and

WHEREAS, the City Manager has certified that funds for the City's match have been appropriated to the credit of the Water and Wastewater Improvement Fund (409) in the amount of $63,936.25 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 four emergency bypass pumps from Thompson Pump in the total amount of $255,745.00 and to pay the costs therefore from the Water and Wastewater Improvement Fund and Hazard Mitigation Grant Funds.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400611
Vendor: Thompson Pump & Manufacturing Company Inc.
Resolution No. 2024-____

Requisition By: Finley Reason: Purchase Emergency Stationary Bypass Pumps
Date: 5/7/2024
Florida Sheriffs Contract FSA23-EQU21.0, Item 317
Purchase of: Purchase of 4 (four) Emergency Stationary Bypass Pumps Funding through Federally Funded Hazard Mitigation Grant Program and Water and Wastewater System Improvement Fund 409

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Thompson Pump Model 4JSCM	EA	4	$45,947.00	**$183,788.00**
2	Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	EA	1	-$6,294.00	**-$6,294.00**
3	Downgrade pump from 6JSC to 4JSC-FT4-STP	EA	2	-$3,649.00	**-$7,298.00**
4	Downgrade pump from 6JSC to 4JSC-FT4-10-STP	EA	1	-$3,147.00	**-$3,147.00**
5	Upgrade pump from 6JSC to 4JSC-LHP	EA	1	$11,661.00	**$11,661.00**
6	Upgrade pump from 6JSC to 4JSC-FT4/6JSC	EA	3	$13,061.00	**$39,183.00**
7	Inside Work Lights	EA	4	$510.00	**$2,040.00**
8	Work Light Timers	EA	4	$326.00	**$1,304.00**
9	Battery Charger	EA	4	$544.00	**$2,176.00**
10	Double walled modular fuel tank	EA	4	$2,625.00	**$10,500.00**
11	Protective coating to SK enclosure	EA	4	$921.00	**$3,684.00**
12	Corrosion resistant coating for base frame	EA	4	$3,123.00	**$12,492.00**
13	Upgrade pump with modular frame	EA	4	$1,414.00	**$5,656.00**
				Total:	**$255,745.00**

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 $2,500 or more require a 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

FSA23-EQU21.0: Equipment
Final Award Contract Packet

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
FSA23-EQU21.0: Equipment

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, 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 May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

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.

240	Loader: Wheel Loader - 3.0 cubic yd.	DEVELON DL220-7	DL220-7	https://www.myvendorlink.com/external/award?s=152500&i=240
241	Loader: Wheel Loader - 3.0 cubic yd.	DEVELON DL280-7	DL280-7	https://www.myvendorlink.com/external/award?s=152500&i=241
242	Loader: Wheel Loader - 3.0 cubic yd.	Hitachi ZW180	ZW180	https://www.myvendorlink.com/external/award?s=152500&i=242
243	Loader: Wheel Loader - 3.0 cubic yd.	Hyundai HL940A	HL940A	https://www.myvendorlink.com/external/award?s=152500&i=243
244	Loader: Wheel Loader - 3.0 cubic yd.	John Deere 524P	524P	https://www.myvendorlink.com/external/award?s=152500&i=244
246	Loader: Wheel Loader - 3.0 cubic yd.	Volvo L60H2	L60H2	https://www.myvendorlink.com/external/award?s=152500&i=246
247	Loader: Wheel Loader - 3.0 cubic yd.	Case 621G	621G	https://www.myvendorlink.com/external/award?s=152500&i=247
248	Loader: Wheel Loader - 3.0 cubic yd.	Liebherr L526	L526	https://www.myvendorlink.com/external/award?s=152500&i=248
249	Loader: Wheel Loader - 5.75 cubic yd.	Caterpillar 972	972	https://www.myvendorlink.com/external/award?s=152500&i=249
250	Loader: Wheel Loader - 5.75 cubic yd.	DEVELON DL480-7	DL480-7	https://www.myvendorlink.com/external/award?s=152500&i=250
251	Loader: Wheel Loader - 5.75 cubic yd.	Hitachi ZW310	ZW310	https://www.myvendorlink.com/external/award?s=152500&i=251
252	Loader: Wheel Loader - 5.75 cubic yd.	Hyundai HL975	HL975	https://www.myvendorlink.com/external/award?s=152500&i=252
253	Loader: Wheel Loader - 5.75 cubic yd.	John Deere 744P	744P	https://www.myvendorlink.com/external/award?s=152500&i=253
255	Loader: Wheel Loader - 5.75 cubic yd.	Volvo L150H	L150H	https://www.myvendorlink.com/external/award?s=152500&i=255
256	Loader: Wheel Loader - 5.75 cubic yd.	Case 1021G Z Bar	1021G Z Bar	https://www.myvendorlink.com/external/award?s=152500&i=256
257	Loader: Wheel Loader - 5.75 cubic yd.	Liebherr L580	L580	https://www.myvendorlink.com/external/award?s=152500&i=257
258	Low Speed Vehicle: Electric Type	Columbia Journeyman	Journeyman 2+2	https://www.myvendorlink.com/external/award?s=152500&i=258
259	Low Speed Vehicle: Electric Type	GEM E4	E4	https://www.myvendorlink.com/external/award?s=152500&i=259
260	Low Speed Vehicle: Electric Type	GEM e2	e2	https://www.myvendorlink.com/external/award?s=152500&i=260
261	Low Speed Vehicle: Electric Type	Cruise Car ICON C40-ECO	C40-ECO	https://www.myvendorlink.com/external/award?s=152500&i=261
262	Low Speed Vehicle: Electric Type	Star EV Capella CP-2	CP-2	https://www.myvendorlink.com/external/award?s=152500&i=262
263	Motor Grader: Large	Caterpillar 120	120	https://www.myvendorlink.com/external/award?s=152500&i=263
264	Motor Grader: Large	John Deere 620G	620G	https://www.myvendorlink.com/external/award?s=152500&i=264
266	Motor Grader: Large	Case 856C	856C	https://www.myvendorlink.com/external/award?s=152500&i=266
267	Motor Grader: Small	LeeBoy 685D	685D	https://www.myvendorlink.com/external/award?s=152500&i=267
268	Motor Grader: Small	Weiler G65	G65	https://www.myvendorlink.com/external/award?s=152500&i=268
269	Motor Grader: Small	Case 836C	836C VHP	https://www.myvendorlink.com/external/award?s=152500&i=269
271	Mower: 15ft. Flex Wing Rotary Mower	Bush Hog 4115	4115	https://www.myvendorlink.com/external/award?s=152500&i=271
272	Mower: 15ft. Flex Wing Rotary Mower	John Deere FC15M	FC15M	https://www.myvendorlink.com/external/award?s=152500&i=272
274	Mower: 15ft. Flex Wing Rotary Mower	Rhino 4150	4150	https://www.myvendorlink.com/external/award?s=152500&i=274
275	Mower: 15ft. Flex Wing Rotary Mower	Schulte FX-1800	FX-1800	https://www.myvendorlink.com/external/award?s=152500&i=275
276	Mower: 15ft. Flex Wing Rotary Mower	Woods BW15.61	BW15.61	https://www.myvendorlink.com/external/award?s=152500&i=276
277	Mower: Electric Zero Turn Radius Mower	Greenworks Optimus Z Zero Turn	CZ60R18X	https://www.myvendorlink.com/external/award?s=152500&i=277
278	Mower: Electric Zero Turn Radius Mower	Mean Green Electric Mowers RIVAL 60" SIDE DISCHARGE	RVL60S220	https://www.myvendorlink.com/external/award?s=152500&i=278
279	Mower: Remote Controlled Brush Mower	Alamo Industrial RC28	RC28	https://www.myvendorlink.com/external/award?s=152500&i=279
282	Mower: Remote Controlled Brush Mower	RC Mowers R-52	R-52	https://www.myvendorlink.com/external/award?s=152500&i=282
283	Mower: Remote Controlled Brush Mower	Prinoth Raptor 100	Raptor 100	https://www.myvendorlink.com/external/award?s=152500&i=283
284	Mower: Remote Controlled Brush Mower	AGRIA 9600-112	9600-112	https://www.myvendorlink.com/external/award?s=152500&i=284
287	Mower: Zero Turn Radius Mower	Ferris ISX2200	5902078	https://www.myvendorlink.com/external/award?s=152500&i=287
288	Mower: Zero Turn Radius Mower	Grasshopper 225	225	https://www.myvendorlink.com/external/award?s=152500&i=288
289	Mower: Zero Turn Radius Mower	Gravely Proturn	360	https://www.myvendorlink.com/external/award?s=152500&i=289
290	Mower: Zero Turn Radius Mower	Husqvarna Z560	Z560	https://www.myvendorlink.com/external/award?s=152500&i=290
291	Mower: Zero Turn Radius Mower	John Deere Z930M	Z930M	https://www.myvendorlink.com/external/award?s=152500&i=291
292	Mower: Zero Turn Radius Mower	Kubota Z725KH-3-60	Z725KH-3-60	https://www.myvendorlink.com/external/award?s=152500&i=292
293	Mower: Zero Turn Radius Mower	Scag Tiger Cat II	STCII-26FTEFI	https://www.myvendorlink.com/external/award?s=152500&i=293
294	Mower: Zero Turn Radius Mower	Bobcat ZT Series	9996010	https://www.myvendorlink.com/external/award?s=152500&i=294
295	Mower: Zero Turn Radius Mower	Encore Caliber	EC60FX850V5X	https://www.myvendorlink.com/external/award?s=152500&i=295
296	Mower: Zero Turn Radius Mower	Encore Edge	EE60LS2P82F32	https://www.myvendorlink.com/external/award?s=152500&i=296
297	Mower: Zero Turn Radius Mower	Encore Prowler	EP60FX921V5	https://www.myvendorlink.com/external/award?s=152500&i=297
298	Mower: Zero Turn Radius Mower	Redmax CZT Series	CZT60X	https://www.myvendorlink.com/external/award?s=152500&i=298
299	Mower: Zero Turn Radius Mower	Hustler X-One	941856	https://www.myvendorlink.com/external/award?s=152500&i=299
300	Mower: Zero Turn Radius Mower	Stihl RZ700	RZ760k	https://www.myvendorlink.com/external/award?s=152500&i=300
301	Mower: Zero Turn Radius Mower	Wright ZXL	WZXL61S61E8E1B	https://www.myvendorlink.com/external/award?s=152500&i=301
302	Pallet Jack: Electric 4,500 lbs. Capacity	Big Joe WPT45	WPT45	https://www.myvendorlink.com/external/award?s=152500&i=302
303	Pallet Jack: Electric 4,500 lbs. Capacity	Jungheinrich EJE120	EJE120	https://www.myvendorlink.com/external/award?s=152500&i=303
304	Pallet Jack: Electric 4,500 lbs. Capacity	Mitsubishi PW23	PW23	https://www.myvendorlink.com/external/award?s=152500&i=304
306	Pipe Inspection: Battery Operated Pipe Crawler Inspection System	Envirosight Verisight Pro+	VSP200	https://www.myvendorlink.com/external/award?s=152500&i=306
307	Pipe Inspection: Battery Operated Pipe Crawler Inspection System	Aries UC3410	UC3410	https://www.myvendorlink.com/external/award?s=152500&i=307
308	Pipe Inspection: Battery Operated Pipe Crawler Inspection System	Pipe Trekker A-200 Pipe Crawler	A-200	https://www.myvendorlink.com/external/award?s=152500&i=308
309	Pump: Mobile Pump	Atlas Copco PAS 150 HF	PAS 150 HF	https://www.myvendorlink.com/external/award?s=152500&i=309
310	Pump: Mobile Pump	BBA Pumps BA150E	BA150E	https://www.myvendorlink.com/external/award?s=152500&i=310
311	Pump: Mobile Pump	ECO PUMP Trailer Mounted Trash Pump	6612T	https://www.myvendorlink.com/external/award?s=152500&i=311
312	Pump: Mobile Pump	Global Pump 6GSTAP	6GSTAP	https://www.myvendorlink.com/external/award?s=152500&i=312
313	Pump: Mobile Pump	Godwin CD 150S	CD 150S	https://www.myvendorlink.com/external/award?s=152500&i=313
314	Pump: Mobile Pump	Holland Pumps PT6TPC-P1104D44T	PT6TPC-P1104D44T	https://www.myvendorlink.com/external/award?s=152500&i=314
315	Pump: Mobile Pump	MWI CT006	CT006	https://www.myvendorlink.com/external/award?s=152500&i=315
316	Pump: Mobile Pump	Pioneer PP66S12L71	PP66S12L71	https://www.myvendorlink.com/external/award?s=152500&i=316
317	Pump: Mobile Pump	Thompson Pump 6JSC	6JSC	https://www.myvendorlink.com/external/award?s=152500&i=317

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Pump: Mobile Pump

Item: 317, Thompson Pump, 6JSC, 6JSC

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Thompson Pump & Manufacturing Company Inc.	$45,947.00	Build	Options
Northern	Primary	Thompson Pump & Manufacturing Company Inc.	$45,947.00	Build	Options
Central	Primary	Thompson Pump & Manufacturing Company Inc.	$45,947.00	Build	Options
Southern	Primary	Thompson Pump & Manufacturing Company Inc.	$45,947.00	Build	Options

HURRICANE DORIAN HMGP LIFTSTATION MAP

LOCATION MAP

SHEET 1 OF 1

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

April 11, 2024

Quote # FL-BL-24062

City of Ormond – Engineering Division
22 South Beach Street
Ormond Beach, FL 32174

PH: (386) 615-7078
FAX: (321) 383-5811
E: April.Martti@ormondbeach.org

RE: FY 2023-2025 4" Skid Mounted Sound Attenuated Solids Handling Emergency Bypass Pump

Ms. April Marti – Engineering Project Coordinator,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Ormond Beach for emergency bypass pumping at designated pumping stations within the City.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model 4JSCC, 4" skid mounted, solids handling, diesel powered, bypass pump. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of Ormond Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317. Station conditions are:

- Pump Station SR – 150 GPM @ 110' TDH

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 45,947.00	$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Delete Options:				
<< Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	4JSC-FT4-10-STP	**1**	($ 3,147.00)	($ 3,147.00)
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	4/6–SK	**1**	$ 13,061.00	$ 13,061.00
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	**1**	$ 510.00	$ 510.00
<< ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	Work Light Timers	**1**	$ 326.00	$ 326.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	**1**	$ 544.00	$ 544.00
<< ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	D Tank	**1**	$ 2,625.00	$ 2,625.00
<< ADD Option- Upgrade pumping system with protective coating to SK enclosure	SK Protection	**1**	$ 921.00	$ 921.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion Resist	**1**	$ 3,123.00	$ 3,123.00
<< ADD Option- Upgrade pump with modular frame for SK- select models	MOD-F	**1**	$ 1,414.00	$ 1,414.00
Final Model: 4JSCC-DIS-4LE2T-DC				**$ 65,324.00**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA23-EQU21.0 - Equipment
Item Group: PUMP: Mobile Pump
Item #:317, Thompson Pump 6JSC

2-Year Contract Term
Term #1 Effective: October 1, 2023 - September 30, 2024
Term #2 Effective: October 1, 2024 - September 30, 2025

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00

FSA Order code	Deduct Options	2023 FSA Price	Discount Applied
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	($43,396)	27.50%
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	($7,708)	27.50%
4JSC-FT4-LHP-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	($6,294)	27.50%
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	($25,487)	30.00%
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	($5,063)	27.50%
4JSC-FT4-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	($3,649)	27.50%
4JSC-FT4-10	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10	($4,561)	27.50%
4JSC-FT4-10-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	($3,147)	27.50%
6JSC-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5	($2,642)	27.50%
6JSC-9.5-STP	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5-STP	($1,229)	27.50%
6-WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	($17,751)	27.50%
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	($5,380)	27.50%
4-WTP-Y	Deduct Option- Downgrade pump from 6JSC to 4-WTP-Y	($21,864)	27.50%
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	($1,805)	27.50%
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	($1,879)	27.50%
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	($2,601)	27.50%
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	($5,754)	27.50%
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	($8,220)	27.50%
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	($2,574)	27.50%

FSA Order code	Add Options	2023 FSA Price	Discount Applied
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	$11,661	30.0%
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	$13,061	30.0%
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	$14,519	30.0%
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	$16,216	30.0%
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight enclosure	$19,044	30.0%
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	$19,860	30.0%
4JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	$7,341	27.5%
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	$6,181	27.5%
6JSC-10-D/C	ADD Option- Upgrade pump from 6JSC to 6JSC-10-D/C	$6,754	27.5%
6JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	$7,703	27.5%
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	$13,097	27.5%
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	$6,906	27.5%
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	$46,700	27.5%

8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	$37,458	27.5%
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	$30,723	27.5%
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	$33,803	27.5%
6V-FT4-D	ADD Option- Upgrade pump from 6JSC to 6V-FT4-D	$8,592	27.5%
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	$17,785	27.5%
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	$46,853	27.5%
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	$54,633	27.5%
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	$58,452	27.5%
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	$40,328	27.5%
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	$70,053	27.5%
12JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-C	$121,658	27.5%
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	$91,803	27.5%
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	$80,928	27.5%
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	$164,303	27.5%
32HPU/40HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C	$8,109	27.5%
32HPU/60HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C	$8,811	27.5%
78HPU/120HST-C	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C	$65,838	27.5%
Mech Float Set	ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	$425	15.0%
24V Engine	ADD Option- Upgrade engine with 24VDC electrcial system - select engines only	$1,595	27.5%
24V SCADA	ADD Option- Upgrade pumping system with 24VDC with isolator for SCADA	$943	27.5%
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	$390	27.5%
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	$1,414	27.5%
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	$1,900	27.5%
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	$1,523	27.5%
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service fot TPM-Omni Beacon	$283	27.5%
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	$2,864	27.5%
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	$689	27.5%
Outside Work Lights	ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	$1,233	27.5%
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	$510	27.5%
Work Light Timers	ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	$326	27.5%
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	$1,381	27.5%
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	$544	27.5%
CV Flow Indicator	ADD Option- Upgrade pumping system with flow indicator on discharge check valve and D/C alarm	$725	27.5%
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	$1,185	27.5%
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Tranducer with Guard	$2,120	27.5%
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Tranducer with signal splitter	$2,900	27.5%
Special Metals	ADD Option- Upgrade pumping system with corrosion resistent impeller- select models only	$3,201	27.5%
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistent SK- select models only	$2,900	27.5%
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	$1,378	27.5%
U Tank - SS	ADD Option- Upgrade pumping system with SS-UL-142 double walled modular fuel tank- std. dims	$2,250	25.0%
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dims	$10,595	25.0%
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dims	$2,625	25.0%
Z Tank -150	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	$3,225	25.0%
Z Tank -350	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 12/18 - 350 gallons capacity	$5,625	25.0%
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	$921	27.5%
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistent coating for base modular frame	$3,123	27.5%
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impellller- select models/applications only	$1,595	27.5%
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications only	$979	27.5%
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	$1,450	27.5%
TBS- UPC	ADD Option- Upgrade pumping system with UPC for Enviroprime System	$489	27.5%
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	$653	27.5%
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	$316	27.5%
AUX FT- 250	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank	$5,984	27.5%
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank	$8,110	27.5%
Fuel Transmitters	ADD Option- 4-20mA diesel fuel transmitters installed in auxillary fuel tanks for SCADA communication	$1,615	27.5%
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	$428	35.0%
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	$240	35.0%
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	$474	35.0%
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	$1,020	35.0%
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	$340	35.0%
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	$215	35.0%
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	$707	35.0%
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	$341	35.0%
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	$1,600	35.0%

8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	$469	35.0%
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	$221	35.0%
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	$423	35.0%
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM with B&G Kits	$210	35.0%
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	$306	35.0%
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	$720	35.0%
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	$1,020	35.0%
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	$305	25.0%
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	$621	25.0%
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	$255	25.0%
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	$450	25.0%
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	$720	25.0%
MOD-F	ADD Option- Upgrade pump with modular frame for SK - select models only	$1,414	27.5%
OVT	ADD Option- Upgrade pump with OVT® priming system- JSC models only	$4,350	27.5%
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	$605	15.0%
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	$997	15.0%
Warranty Ext- Engine	ADD Option- 12 Months of addditional limited warranty coverage for diesel engine	$1,875	25.0%
Std Warranty	24 Month Limited Manufacturers Warranty for all diesel engines purchased via FSA Contract	Included	Included
Warranty Ext- Pump	ADD Option- 12 Months of additional limited warranty coverage for Thompson Pump components	$900	25.0%
Std. Warranty	24 Month Limited Manufacturers Warranty for all 3" - 18" Thompson Pumps purchased via FSA Contract	Included	Included
Non-Specified Options	Equal discount percentage deducted from manufacturer's current published MSRP/List prices for non-specified FSA models and/or non-specified FSA options. Thes line items can ONLY BE APPLIED to a add/deduct option applicable to this base specification.	Standard	27.50%

Name: 4” Compressor-Assisted Solids Handling Pump

Model: 4JSCC

With its heavy-duty construction and fast priming capabilities, the Thompson 4JSCC solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSCC is designed for moderate flows up to 1,240 gpm and heads up to 144 feet making it perfect for sewage bypass pumping or general construction dewatering.

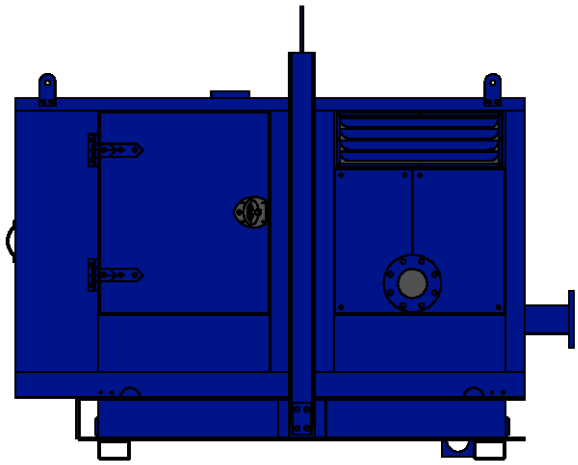


Photo shown may not be exact model.

Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller & Wear Ring	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 10”.
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE 1144 with renewable 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	4 in (10.16 cm)	Approximate Dry Weight	4,800 lbs (2,177 kg)
Discharge Size	4 in (10.16 cm)	Best Efficiency	70%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,000 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	62.3 psi (429.8 kPa)

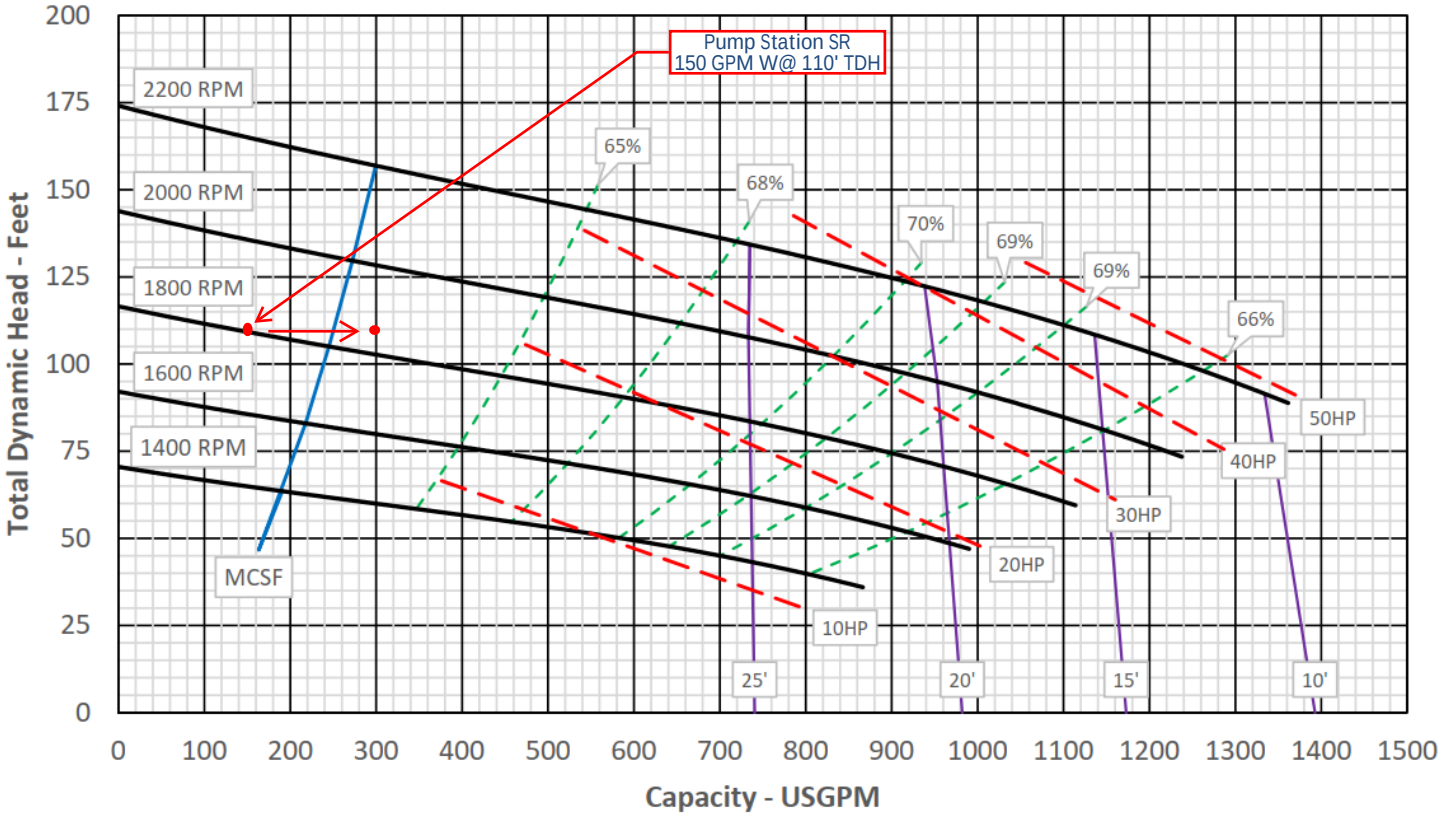
Fuel Tank Options*		Isuzu	Deutz
Modular (M)	114 Gal	85 Hours	85 Hours
Double-Wall (D)	84 Gal	63 Hours	62 Hours
Modular Large Capacity (X)	200 Gal	150 Hours	149 Hours
Double-Wall Large Capacity (Z)	150 Gal	113 Hours	112 Hours

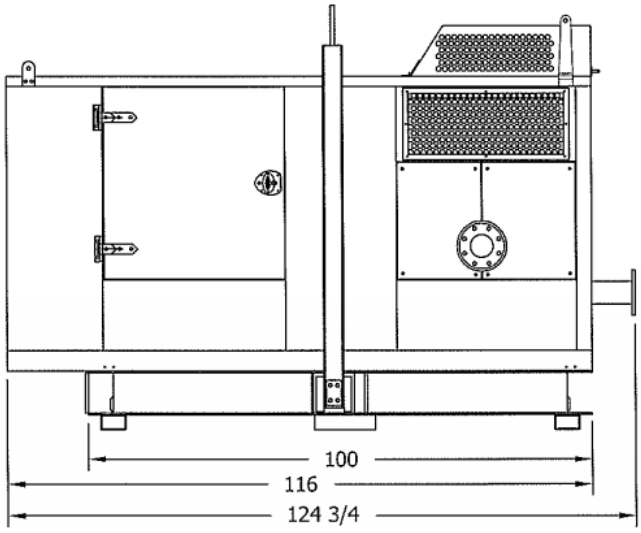
*Contact factory for fuel tank sizes not listed above.

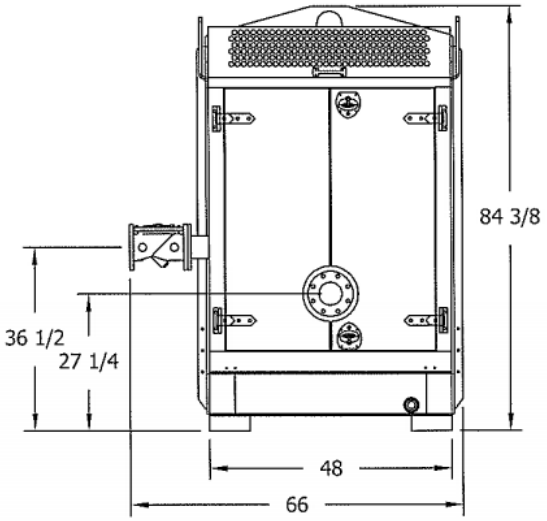
Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com

City of Ormond Beach - Back-up Lift Station Pump







Isuzu 4LE2T—43 hp @ 2,400 rpm				
Typical Operating Speed	2,100 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	144 ft (43.89 m)	2,000 rpm	0.386 lb/hp-hr	49 hrs
Maximum Flow Capacity	1,240 gpm (281.48 m^3/hr)	1,800 rpm	0.378 lb/hp-hr	68 hrs
Maximum Fuel Consumption	2.31 gph (8.74 L/hr)	1,600 rpm	0.372 lb/hp-hr	85 hrs

Deutz D2.9L4 — 40 HP @ 2,200 rpm				
Typical Operating Speed	2,000 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	144 ft (43.89 m)	2,000 rpm	0.390 lb/hp-hr	51 hrs
Maximum Flow Capacity	1,240 gpm (281.48 m^3/hr)	1,800 rpm	0.381 lb/hp-hr	65 hrs
Maximum Fuel Consumption	2.22 gph (8.4 L/hr)	1,600 rpm	0.375 lb/hp-hr	85 hrs

*Engine run times calculated based on a 114 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

April 11, 2024

Quote # FL-BL-24061

City of Ormond – Engineering Division
22 South Beach Street
Ormond Beach, FL 32174

PH: (386) 615-7078
FAX: (321) 383-5811
E: April.Martti@ormondbeach.org

RE: FY 2023-2025 4" Skid Mounted Sound Attenuated Solids Handling Emergency Bypass Pump

Ms. April Marti – Engineering Project Coordinator,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Ormond Beach for emergency bypass pumping at designated pumping stations within the City.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (2) Thompson Pump Model 4JSCM, 4" skid mounted, solids handling, diesel powered, bypass pumps. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of Ormond Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317. Station conditions are:

- Pump Station 2M – 450 GPM @ 80' TDH
- Pump Station WM – 175 GPM @ 70' TDH

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**2**	$ 45,947.00	$ 91,894.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Delete Options:				
<< Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	4JSC-FT4-STP	**2**	($ 3,649.00)	($ 7,298.00)
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	4/6–SK	**2**	$ 13,061.00	$ 26,122.00
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	**2**	$ 510.00	$ 1,020.00
<< ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	Work Light Timers	**2**	$ 326.00	$ 652.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	**2**	$ 544.00	$ 1,088.00
<< ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	D Tank	**2**	$ 2,625.00	$ 5,250.00
<< ADD Option- Upgrade pumping system with protective coating to SK enclosure	SK Protection	**2**	$ 921.00	$ 1,842.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion Resist	**2**	$ 3,123.00	$ 6,246.00
<< ADD Option- Upgrade pump with modular frame for SK- select models	MOD-F	**2**	$ 1,414.00	$ 2,828.00
Final Model: 4JSCM-DIS-4LE2T-DC			**$ 64,822.00**	**$ 129,644.00**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA23-EQU21.0 - Equipment
Item Group: PUMP: Mobile Pump
Item #:317, Thompson Pump 6JSC

2-Year Contract Term
Term #1 Effective: October 1, 2023 - September 30, 2024
Term #2 Effective: October 1, 2024 - September 30, 2025

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00

FSA Order code	Deduct Options	2023 FSA Price	Discount Applied
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	($43,396)	27.50%
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	($7,708)	27.50%
4JSC-FT4-LHP-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	($6,294)	27.50%
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	($25,487)	30.00%
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	($5,063)	27.50%
4JSC-FT4-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	($3,649)	27.50%
4JSC-FT4-10	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10	($4,561)	27.50%
4JSC-FT4-10-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	($3,147)	27.50%
6JSC-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5	($2,642)	27.50%
6JSC-9.5-STP	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5-STP	($1,229)	27.50%
6-WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	($17,751)	27.50%
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	($5,380)	27.50%
4-WTP-Y	Deduct Option- Downgrade pump from 6JSC to 4-WTP-Y	($21,864)	27.50%
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	($1,805)	27.50%
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	($1,879)	27.50%
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	($2,601)	27.50%
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	($5,754)	27.50%
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	($8,220)	27.50%
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	($2,574)	27.50%

FSA Order code	Add Options	2023 FSA Price	Discount Applied
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	$11,661	30.0%
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	$13,061	30.0%
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	$14,519	30.0%
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	$16,216	30.0%
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight enclosure	$19,044	30.0%
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	$19,860	30.0%
4JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	$7,341	27.5%
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	$6,181	27.5%
6JSC-10-D/C	ADD Option- Upgrade pump from 6JSC to 6JSC-10-D/C	$6,754	27.5%
6JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	$7,703	27.5%
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	$13,097	27.5%
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	$6,906	27.5%
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	$46,700	27.5%

8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	$37,458	27.5%
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	$30,723	27.5%
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	$33,803	27.5%
6V-FT4-D	ADD Option- Upgrade pump from 6JSC to 6V-FT4-D	$8,592	27.5%
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	$17,785	27.5%
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	$46,853	27.5%
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	$54,633	27.5%
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	$58,452	27.5%
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	$40,328	27.5%
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	$70,053	27.5%
12JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-C	$121,658	27.5%
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	$91,803	27.5%
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	$80,928	27.5%
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	$164,303	27.5%
32HPU/40HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C	$8,109	27.5%
32HPU/60HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C	$8,811	27.5%
78HPU/120HST-C	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C	$65,838	27.5%
Mech Float Set	ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	$425	15.0%
24V Engine	ADD Option- Upgrade engine with 24VDC electrcial system - select engines only	$1,595	27.5%
24V SCADA	ADD Option- Upgrade pumping system with 24VDC with isolator for SCADA	$943	27.5%
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	$390	27.5%
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	$1,414	27.5%
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	$1,900	27.5%
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	$1,523	27.5%
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service fot TPM-Omni Beacon	$283	27.5%
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	$2,864	27.5%
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	$689	27.5%
Outside Work Lights	ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	$1,233	27.5%
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	$510	27.5%
Work Light Timers	ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	$326	27.5%
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	$1,381	27.5%
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	$544	27.5%
CV Flow Indicator	ADD Option- Upgrade pumping system with flow indicator on discharge check valve and D/C alarm	$725	27.5%
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	$1,185	27.5%
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Tranducer with Guard	$2,120	27.5%
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Tranducer with signal splitter	$2,900	27.5%
Special Metals	ADD Option- Upgrade pumping system with corrosion resistent impeller- select models only	$3,201	27.5%
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistent SK- select models only	$2,900	27.5%
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	$1,378	27.5%
U Tank - SS	ADD Option- Upgrade pumping system with SS-UL-142 double walled modular fuel tank- std. dims	$2,250	25.0%
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dims	$10,595	25.0%
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dims	$2,625	25.0%
Z Tank -150	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	$3,225	25.0%
Z Tank -350	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 12/18 - 350 gallons capacity	$5,625	25.0%
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	$921	27.5%
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistent coating for base modular frame	$3,123	27.5%
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impellller- select models/applications only	$1,595	27.5%
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications only	$979	27.5%
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	$1,450	27.5%
TBS- UPC	ADD Option- Upgrade pumping system with UPC for Enviroprime System	$489	27.5%
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	$653	27.5%
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	$316	27.5%
AUX FT- 250	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank	$5,984	27.5%
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank	$8,110	27.5%
Fuel Transmitters	ADD Option- 4-20mA diesel fuel transmitters installed in auxillary fuel tanks for SCADA communication	$1,615	27.5%
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	$428	35.0%
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	$240	35.0%
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	$474	35.0%
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	$1,020	35.0%
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	$340	35.0%
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	$215	35.0%
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	$707	35.0%
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	$341	35.0%
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	$1,600	35.0%

8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	$469	35.0%
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	$221	35.0%
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	$423	35.0%
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM with B&G Kits	$210	35.0%
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	$306	35.0%
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	$720	35.0%
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	$1,020	35.0%
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	$305	25.0%
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	$621	25.0%
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	$255	25.0%
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	$450	25.0%
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	$720	25.0%
MOD-F	ADD Option- Upgrade pump with modular frame for SK - select models only	$1,414	27.5%
OVT	ADD Option- Upgrade pump with OVT® priming system- JSC models only	$4,350	27.5%
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	$605	15.0%
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	$997	15.0%
Warranty Ext- Engine	ADD Option- 12 Months of addditional limited warranty coverage for diesel engine	$1,875	25.0%
Std Warranty	24 Month Limited Manufacturers Warranty for all diesel engines purchased via FSA Contract	Included	Included
Warranty Ext- Pump	ADD Option- 12 Months of additional limited warranty coverage for Thompson Pump components	$900	25.0%
Std. Warranty	24 Month Limited Manufacturers Warranty for all 3" - 18" Thompson Pumps purchased via FSA Contract	Included	Included
Non-Specified Options	Equal discount percentage deducted from manufacturer's current published MSRP/List prices for non-specified FSA models and/or non-specified FSA options. Thes line items can ONLY BE APPLIED to a add/deduct option applicable to this base specification.	Standard	27.50%

Name: 4” Compressor-Assisted Solids Handling Pump

Model: 4JSCM

With its heavy-duty construction and fast priming capabilities, the Thompson 4JSCM solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSCM is designed for moderate flows up to 1,350 gpm and heads up to 135 feet making it perfect for sewage bypass pumping or general construction dewatering.

Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 8.25”.
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE 1144 fitted with 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	4 in (10.16 cm)	Approximate Dry Weight	4,560 lbs (2,068.38 kg)
Discharge Size	4 in (10.16 cm)	Best Efficiency	71%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,400 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	58.44 psi (402.94 kPa)

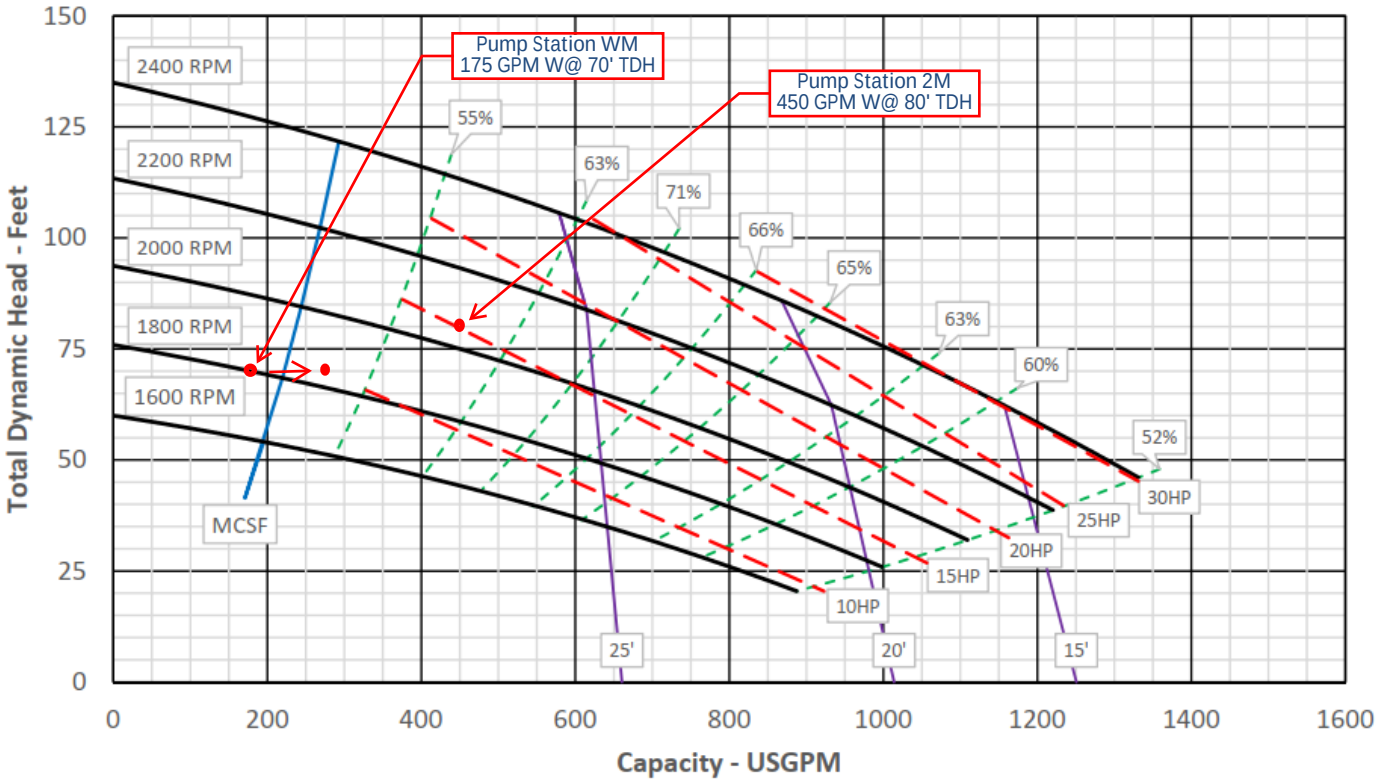
Fuel Tank Options*		Isuzu	Deutz
Modular (M)	100 Gal	100 Hours	99 Hours
Double-Wall (D)	75 Gal	75 Hours	74 Hours
Modular Large Capacity (X)	150 Gal	151 Hours	149 Hours
Double-Wall Large Capacity (Z)	150 Gal	151 Hours	149 Hours

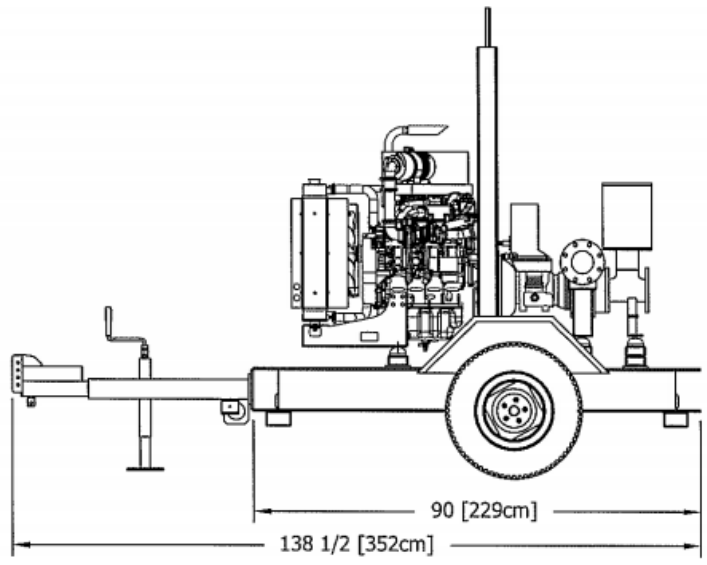
*Contact factory for fuel tank sizes not listed above.

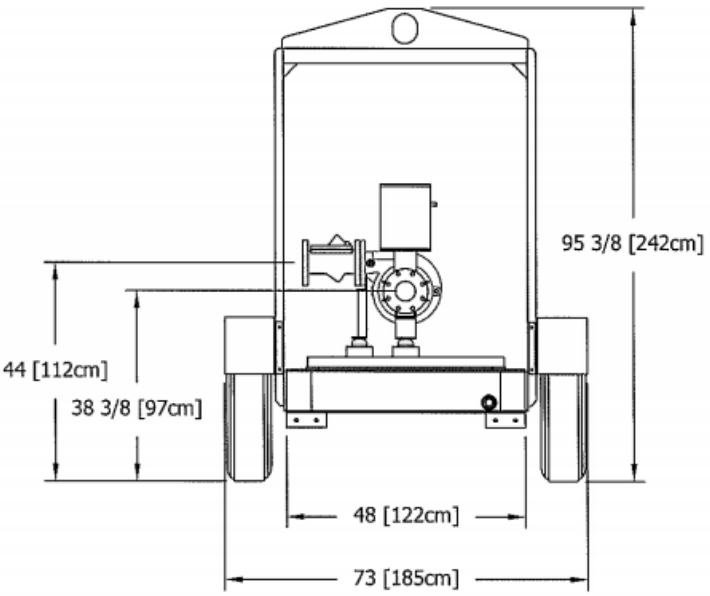
Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com

City of Ormond Beach - Back-up Lift Station Pumps







Isuzu 4LE2T—43 hp @ 2,400 rpm				
Typical Operating Speed	2,400 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.411 lb/hp-hr	47 hrs
Maximum Flow Capacity	1.350 gpm (493.72 m^3/hr)	2,200 rpm	0.390 lb/hp-hr	66 hrs
Maximum Fuel Consumption	2.11 gph (7.99 L/hr)	2,000 rpm	0.387 lb-hp-hr	100 hrs

Deutz D2.9L4— 40 hp @ 2,400 rpm				
Typical Operating Speed	2,400 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.420 lb/hp-hr	46 hrs
Maximum Flow Capacity	1,350 gpm (493.72 m^3/hr)	2,200 rpm	0.405 lb/hp-hr	64 hrs
Maximum Fuel Consumption	2.16 gph (8.18 L/hr)	2,000 rpm	0.390 lb-hp-hr	99 hrs

*Engine run times calculated based on a 100 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

April 17, 2024

Quote # FL-BL-24060A

City of Ormond – Engineering Division
22 South Beach Street
Ormond Beach, FL 32174

PH: (386) 615-7078
FAX: (321) 383-5811
E: April.Martti@ormondbeach.org

RE: FY 2023-2025 4" Skid Mounted Sound Attenuated Solids Handling Emergency Bypass Pump

Ms. April Marti – Engineering Project Coordinator,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Ormond Beach for emergency bypass pumping at designated pumping stations within the City.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model 4JSCM, 4" skid mounted, solids handling, diesel powered, bypass pump. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of Ormond Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317. Station conditions are:

- Pump Station 1P – 500 GPM @ 25' TDH

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 45,947.00	$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Delete Options:				
<< Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	4JSC-FT4-LHP-STP	**1**	($ 6,294.00)	($ 6,294.00)
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	4–SK	**1**	$ 11,661.00	$ 11,661.00
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	**1**	$ 510.00	$ 510.00
<< ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	Work Light Timers	**1**	$ 326.00	$ 326.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	**1**	$ 544.00	$ 544.00
<< ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	D Tank	**1**	$ 2,625.00	$ 2,625.00
<< ADD Option- Upgrade pumping system with protective coating to SK enclosure	SK Protection	**1**	$ 921.00	$ 921.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion Resist	**1**	$ 3,123.00	$ 3,123.00
<< ADD Option- Upgrade pump with modular frame for SK- select models	MOD-F	**1**	$ 1,414.00	$ 1,414.00
Final Model: 4JSCM-DYS-3TNVF-DC				**$ 60,777.00**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

City of Ormond Beach - PS 1P

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA23-EQU21.0 - Equipment
Item Group: PUMP: Mobile Pump
Item #:317, Thompson Pump 6JSC

2-Year Contract Term
Term #1 Effective: October 1, 2023 - September 30, 2024
Term #2 Effective: October 1, 2024 - September 30, 2025

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00

FSA Order code	Deduct Options	2023 FSA Price	Discount Applied
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	($43,396)	27.50%
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	($7,708)	27.50%
4JSC-FT4-LHP-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	($6,294)	27.50%
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	($25,487)	30.00%
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	($5,063)	27.50%
4JSC-FT4-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	($3,649)	27.50%
4JSC-FT4-10	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10	($4,561)	27.50%
4JSC-FT4-10-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	($3,147)	27.50%
6JSC-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5	($2,642)	27.50%
6JSC-9.5-STP	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5-STP	($1,229)	27.50%
6-WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	($17,751)	27.50%
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	($5,380)	27.50%
4-WTP-Y	Deduct Option- Downgrade pump from 6JSC to 4-WTP-Y	($21,864)	27.50%
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	($1,805)	27.50%
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	($1,879)	27.50%
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	($2,601)	27.50%
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	($5,754)	27.50%
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	($8,220)	27.50%
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	($2,574)	27.50%

FSA Order code	Add Options	2023 FSA Price	Discount Applied
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	$11,661	30.0%
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	$13,061	30.0%
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	$14,519	30.0%
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	$16,216	30.0%
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight enclosure	$19,044	30.0%
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	$19,860	30.0%
4JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	$7,341	27.5%
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	$6,181	27.5%
6JSC-10-D/C	ADD Option- Upgrade pump from 6JSC to 6JSC-10-D/C	$6,754	27.5%
6JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	$7,703	27.5%
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	$13,097	27.5%
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	$6,906	27.5%
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	$46,700	27.5%

8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	$37,458	27.5%
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	$30,723	27.5%
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	$33,803	27.5%
6V-FT4-D	ADD Option- Upgrade pump from 6JSC to 6V-FT4-D	$8,592	27.5%
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	$17,785	27.5%
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	$46,853	27.5%
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	$54,633	27.5%
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	$58,452	27.5%
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	$40,328	27.5%
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	$70,053	27.5%
12JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-C	$121,658	27.5%
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	$91,803	27.5%
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	$80,928	27.5%
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	$164,303	27.5%
32HPU/40HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C	$8,109	27.5%
32HPU/60HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C	$8,811	27.5%
78HPU/120HST-C	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C	$65,838	27.5%
Mech Float Set	ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	$425	15.0%
24V Engine	ADD Option- Upgrade engine with 24VDC electrcial system - select engines only	$1,595	27.5%
24V SCADA	ADD Option- Upgrade pumping system with 24VDC with isolator for SCADA	$943	27.5%
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	$390	27.5%
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	$1,414	27.5%
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	$1,900	27.5%
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	$1,523	27.5%
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service fot TPM-Omni Beacon	$283	27.5%
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	$2,864	27.5%
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	$689	27.5%
Outside Work Lights	ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	$1,233	27.5%
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	$510	27.5%
Work Light Timers	ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	$326	27.5%
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	$1,381	27.5%
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	$544	27.5%
CV Flow Indicator	ADD Option- Upgrade pumping system with flow indicator on discharge check valve and D/C alarm	$725	27.5%
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	$1,185	27.5%
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Tranducer with Guard	$2,120	27.5%
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Tranducer with signal splitter	$2,900	27.5%
Special Metals	ADD Option- Upgrade pumping system with corrosion resistent impeller- select models only	$3,201	27.5%
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistent SK- select models only	$2,900	27.5%
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	$1,378	27.5%
U Tank - SS	ADD Option- Upgrade pumping system with SS-UL-142 double walled modular fuel tank- std. dims	$2,250	25.0%
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dims	$10,595	25.0%
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dims	$2,625	25.0%
Z Tank -150	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	$3,225	25.0%
Z Tank -350	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 12/18 - 350 gallons capacity	$5,625	25.0%
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	$921	27.5%
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistent coating for base modular frame	$3,123	27.5%
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impellller- select models/applications only	$1,595	27.5%
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications only	$979	27.5%
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	$1,450	27.5%
TBS- UPC	ADD Option- Upgrade pumping system with UPC for Enviroprime System	$489	27.5%
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	$653	27.5%
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	$316	27.5%
AUX FT- 250	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank	$5,984	27.5%
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank	$8,110	27.5%
Fuel Transmitters	ADD Option- 4-20mA diesel fuel transmitters installed in auxillary fuel tanks for SCADA communication	$1,615	27.5%
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	$428	35.0%
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	$240	35.0%
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	$474	35.0%
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	$1,020	35.0%
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	$340	35.0%
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	$215	35.0%
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	$707	35.0%
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	$341	35.0%
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	$1,600	35.0%

8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	$469	35.0%
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	$221	35.0%
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	$423	35.0%
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM with B&G Kits	$210	35.0%
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	$306	35.0%
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	$720	35.0%
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	$1,020	35.0%
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	$305	25.0%
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	$621	25.0%
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	$255	25.0%
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	$450	25.0%
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	$720	25.0%
MOD-F	ADD Option- Upgrade pump with modular frame for SK - select models only	$1,414	27.5%
OVT	ADD Option- Upgrade pump with OVT® priming system- JSC models only	$4,350	27.5%
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	$605	15.0%
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	$997	15.0%
Warranty Ext- Engine	ADD Option- 12 Months of addditional limited warranty coverage for diesel engine	$1,875	25.0%
Std Warranty	24 Month Limited Manufacturers Warranty for all diesel engines purchased via FSA Contract	Included	Included
Warranty Ext- Pump	ADD Option- 12 Months of additional limited warranty coverage for Thompson Pump components	$900	25.0%
Std. Warranty	24 Month Limited Manufacturers Warranty for all 3" - 18" Thompson Pumps purchased via FSA Contract	Included	Included
Non-Specified Options	Equal discount percentage deducted from manufacturer's current published MSRP/List prices for non-specified FSA models and/or non-specified FSA options. Thes line items can ONLY BE APPLIED to a add/deduct option applicable to this base specification.	Standard	27.50%

THOMPSON PUMP
EXPERIENCE INNOVATION

Name: 4” Compressor-Assisted Solids Handling Pump

Model: 4JSCM-DY-3TNVF-M

With its heavy-duty construction and fast priming capabilities, the Thompson 4JSCM solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSCM is designed for moderate flows up to 1,060 gpm and heads up to 86 feet making it perfect for sewage bypass pumping or general construction dewatering.

Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 8.25” x 10°.
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other compo-nents are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE 1144 fitted with 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	4 in (10.16 cm)	Approximate Dry Weight	2,650 lbs (1,202.02 kg)
Discharge Size	4 in (10.16 cm)	Best Efficiency	63%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,200 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	37.23 psi (256.69 kPa)

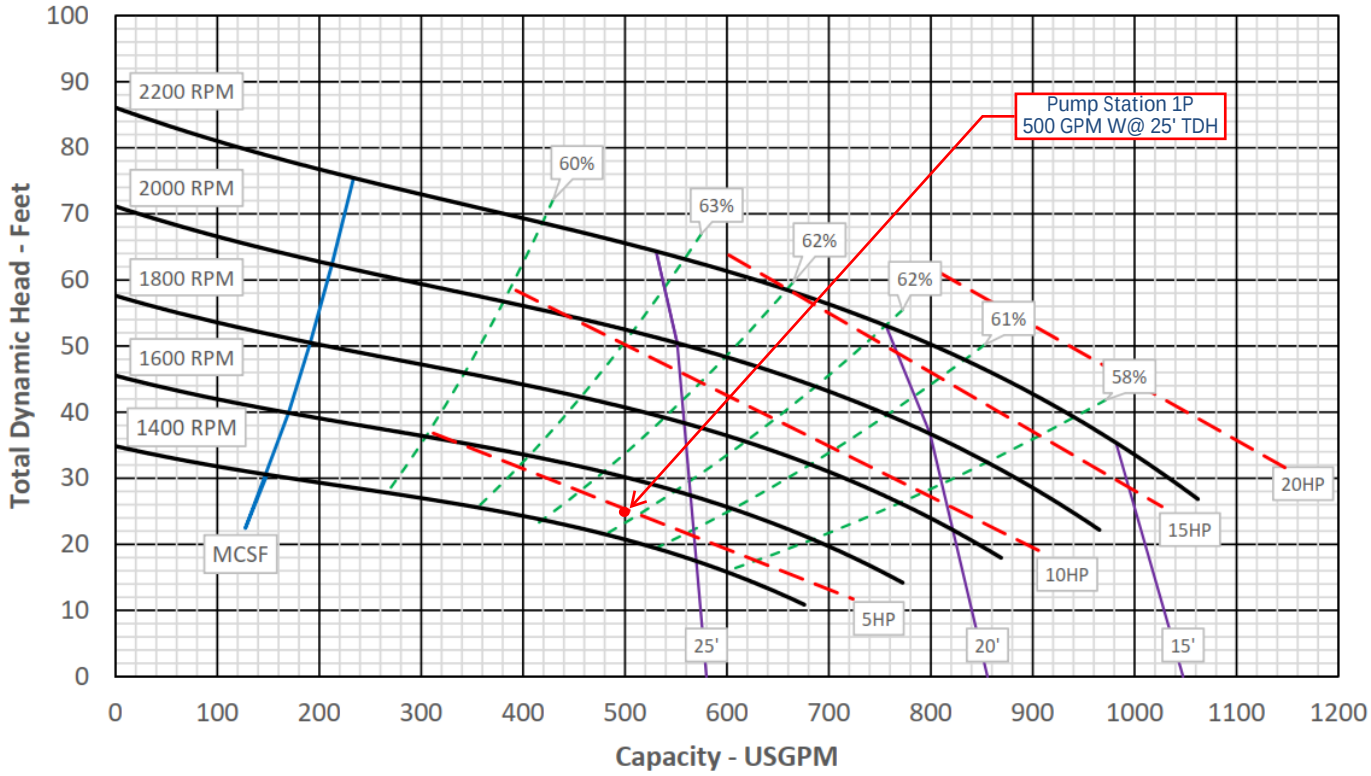
Fuel Tank Options*		Maximum Run Times: Yanmar
Modular (M)	50 Gal	69 Hours
Double-Wall (D)	34 Gal	47 Hours
Modular Large Capacity (X)	150 Gal	207 Hours
Double-Wall Large Capacity (Z)	75 Gal	103 Hours

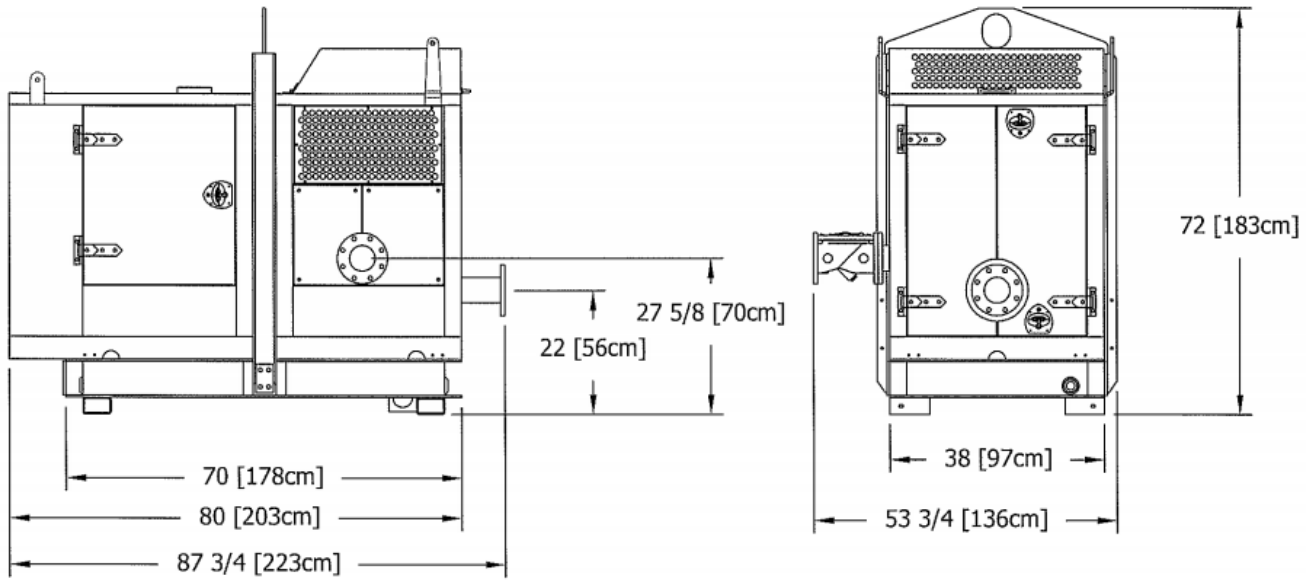
*Contact factory for fuel tank sizes not listed above.

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com

City of Ormond Beach - Back-up Lift Station Pump





Yanmar 3TNV88F—24 hp @ 2,400 rpm				
Typical Operating Speed	2,200 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	86 ft (22.86 m)	2,200 rpm	0.378 lb/hp-hr	44 hrs
Maximum Flow Capacity	1,060 gpm (493.72 m^3/hr)	2,000 rpm	0.369 lb/hp-hr	55 hrs
Maximum Fuel Consumption	1.13 gph (4.28 L/hr)	1,800 rpm	0.362 lb-hp-hr	69 hrs

*Engine run times calculated based on a 50 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-73
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	WRF Temporary Certified Staffing		
Summary:	The Florida Department of Environmental Protection (FDEP) requires the Water Reclamation Facility (WRF) to be staffed by a State certified treatment plant operator during all operational hours. The WRF is required to operate 24 hours a day, 7 days a week. Due to retirements and a limited pool of qualified applicants, staffing levels at the WRF of certified operators has dropped below a sustainable level. While the plant can operate with five operators, staffing levels of certified operators have dropped to four, resulting in excessive overtime and scheduling difficulties. The City currently has a full team of treatment plant operator trainees to meet future needs. However, it takes a minimum of one year for a trainee to acquire the experience required to take the licensure exam. The use of temporary operators will allow the plant to meet permit requirements until these additional operators obtain their licenses. In order to remain in compliance with the FDEP regulations, it was necessary to reach out to a temporary service vendor to provide licensed certified operators. Human Resources contacted waterTALENT, LLC., a business that provides specialty technical staffing services, to fulfill City staffing requirements. It is projected that this will be needed until the end of the fiscal year. This serves as notice that the City has incurred over $25.000 with this company. As such, the City is preparing a Request for Proposals which will be on the June 4th agenda for the Commission's consideration.		
Financial Impact:	It is projected the total cost for the fiscal year will be approximately $200,000. Funding is available in Fund 401 - Water/Wastewater Operating Fund.		

Citizen Impact:	Hiring these temporary employees is necessary in order to continue to provide the highest quality reclaimed water and environmental protection for our citizens and the environment.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the WRF temporary certified staffing.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. 24-73 Temp Staff waterTalent (P24-0061G) 2. waterTALENT Agreement with COB January 2024 3. 20240372 (1)
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/29/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-73

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR SERVICES FROM waterTALENT, LLC FOR TEMPORARY STAFFING SERVICES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the city utilizes the firm of waterTALENT, LLC for temporary staffing of certified plant operators at the city's water reclamation facility on an as-needed basis, and

WHEREAS, since January 2024, expenditures for the services total $23,215.50 which were charged to Purchase Order #20240372 (a copy of which is attached hereto and incorporated by reference), and it is anticipated that additional services will be needed, not to exceed $200,000.00 for FY2023-2024, and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances,* because the cumulative total for the services from one vendor will exceed 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 and is not appropriated for any other purpose, now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the temporary staffing services provided by waterTALENT, LLC in the amount of $23,215.50 and the expenditure of funds from the Water & Wastewater Operating Fund.

SECTION TWO. The City Commission hereby authorizes the expenditure of additional funds for temporary staffing services not to exceed $200,000.00 for FY23-24, and to pay the cost thereof from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

waterTALENT
Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into on 22nd day of January, 2024 (the "Effective Date"), by and between waterTALENT, LLC, a California limited liability company ("waterTALENT"), with offices at 10877 Wilshire Blvd, Suite 708, Los Angeles, CA 90024 and the City of Ormond Beach [general law municipality/public agency/corporation/limited liability company] ("Client"), with offices at 22 S. Beach St, Ormond Beach, FL 32174.

RECITALS

WHEREAS, waterTALENT is in the business of providing specialty technical staffing services to accommodate utilities and industries with temporary and temporary-to-hire operators who are experienced in waste water treatment, water treatment, and water distribution.

WHEREAS, Client desires to retain waterTALENT to utilize the specialty technical staffing services provided by waterTALENT and Temporary Employees, as defined below.

NOW, THEREFORE, in consideration of the parties' mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES

1.1. waterTALENT agrees to provide Client with specialty technical staffing services as may be assigned from time to time, in writing by the Client. Personnel provided by waterTALENT shall be referenced in this Agreement in the singular as "Temporary Employee" or in the plural as "Temporary Employees." Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by waterTALENT Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by Client responsible for supervising the waterTALENT Temporary Employee, and the expected duration of the services.

1.2. Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at Client's business Premises, as set forth in a future Task Order. Client will not change the scope of services in the Task Order without prior written approval of waterTALENT. Client will not reassign or relocate a Temporary Employee without prior approval of waterTALENT. Client agrees to assume all liability for any third party claim arising after any reassignment, change in Task Order or relocation of any Temporary Employee without waterTALENT's prior written approval.

2. COMPENSATION

2.1. In consideration for the services to be performed by waterTALENT, Client agrees to pay waterTALENT as provided for in each Task Order. Each Task Order shall specify a Fee Schedule for the hourly rate of waterTALENT services performed by Temporary Employee, which is set forth on an exhibit to be attached to each Task Order issued to Client. The hourly rate shall be based upon, but be not limited to, the nature of work to be performed, the risk level of such work, the technical skill level required of Temporary Employee, the level of responsibility of such work, and the duration of the Task Order.

2.2. waterTALENT shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by Client in writing.

3. TERM AND TERMINATION

3.1. This Agreement shall commence as of the date set forth above, and shall continue in full force and effect for two (2) years following the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

3.2. Either party may terminate this Agreement at any time for any reason or no reason, by giving thirty (30) days' notice in writing to the other party.

3.3. In the event that this Agreement is terminated prior to conclusion of the Initial Term, all fees, costs and reimbursements owed, due, accrued, or earned as provided in this Agreement remain owed, due, accrued, or earned and shall be paid within ten days after termination. Further, any and all provisions in the Agreement regarding Proprietary Software, Non-Solicitation, Confidentiality, Work Product and Indemnification shall continue in full force and effect through the period of the Initial Term.

3.4. In the event of a declared Federal or State emergency, where the waterTALENT Temporary Employee on assignment with Client is determined to possess skills critical to the response to said disaster response, either natural or manmade, waterTALENT reserves the right to remove Temporary Employee from Client site to redeploy to the emergency scenario.

4. PREQUALIFICATION OF TEMPORARY EMPLOYEES

4.1. waterTALENT shall complete the following verifications for all Temporary Employees: I-9 verification; Confirmation of specified professional certifications; Confirmation of professional references

4.2. waterTALENT may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employees. Professional reference checks for Temporary Employees shall be based solely upon application information provided by the Temporary Employees. waterTALENT shall be entitled to rely upon any and all information received from Temporary Employees and their references with respect to such Temporary Employees.

4.3. waterTALENT shall arrange for third party verifications which will include a criminal background check from all counties, states and federal territories where the applicant has lived in the past 7 years. These third party verifications also search all names the applicant has identified to waterTALENT as having been used in the past. waterTALENT will also request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each potential Temporary Employee must submit to a full 10 panel drug test which includes Amphetamines, Cocaine, Marijuana, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone.waterTALENT may revise its verification and testing procedures as it determines appropriate.

4.4. Except as specifically provided herein or mutually agreed upon between Client and waterTALENT, waterTALENT shall not provide or conduct any other background, reference or qualification checks or testing.

5. COMPENSATION OF TEMPORARY EMPLOYEES

5.1. waterTALENT shall be responsible for the compensation of its Temporary Employees, including payment of wages, applicable federal, state and local taxes, and the payment of any required insurance (FUTA, SDI, Unemployment Insurance). waterTALENT shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon waterTALENT and required as a consequence of waterTALENT's employment of Temporary Employees under this Agreement. waterTALENT agrees to hold Client harmless from all applicable federal, state and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon waterTALENT for wages paid by waterTALENT to Temporary Employees.

6. SUPERVISION OF TEMPORARY EMPLOYEES

6.1. Client agrees to provide the same level of supervision and training provided to full-time City of Ormond Beach employees, as the Temporary Employees at all such times that the Temporary Employees are at Client's business Premises. Client further agrees that Temporary Employees shall not be permitted, without express advance written approval by an officer of waterTALENT, while on Client's business Premises or providing services to Client, to (a) engage in travel or otherwise operate a motor vehicle or any motorized equipment on behalf of Client, (b) handle cash or negotiable instruments, (c) be permitted unsupervised or uncontrolled access to confidential or proprietary information, (d) be permitted unsupervised access to or control of the Client's Premises, (e) remove any property of Client from Client's business Premises, (f) consume any alcohol, or (g) consume drugs, unless advance written authorization is provided by a physician, while the Temporary Employees are on assignment to Client.

6.2. In the event written approval is granted by waterTALENT for item (a) the operation of a Client motor vehicle or motorized equipment in support of the execution of the scope of services, Client shall provide copies of current motor vehicle or motorized equipment maintenance logs, registration, and proof of insurance for any motor vehicle or motorized equipment that Temporary Employee is charged with operating in the execution of the scope of the services. Client shall provide written authority to Temporary Employee certifying that Temporary Employee is authorized by Client to operate any motor vehicle or motorized equipment for the duration of the assignment.

6.3. Client shall not pay Temporary Employees other than through its payments to waterTALENT under this Agreement, or advance any funds to them.

7. WORK ENVIRONMENT FOR TEMPORARY EMPLOYEES; EQUAL OPPORTUNITY

7.1. Client agrees to comply with all applicable laws and ordinances relating to work site health and safety, and agrees to provide Temporary Employees a safe and healthful workplace, notices and training required by the Hazardous Communications Standard established by the Occupational Safety and Health Administration ("OSHA"), Florida Civil Rights Act, Title XXXI, and any other law applicable to employees. Client agrees that it shall have in place at all times during the term of this Agreement an ongoing safety program in compliance with all applicable state and federal laws.

7.2. Client is solely responsible for claims, damages or penalties arising out of its violations of the Occupational Safety and Health Act of 1970, or any similar state law and any and all regulations, rules or orders adopted thereunder with respect to workplaces owned, leased or supervised by Client, and/or to which waterTALENT employees are assigned.

7.3. In the event of an accident, medical treatment, serious illness or injury, or death involving a

waterTALENT employee assigned to Client, Client shall notify waterTALENT immediately. For any serious injury, illness or death, of a waterTALENT employee occurring in a place of employment or in connection with a Temporary Employee, Client shall report immediately, by telephone or fax, to the nearest OSHA office and shall make the report on behalf of both waterTALENT and Client. Client shall provide to OSHA all information required by applicable law, as well as waterTALENT's name, address, phone number and contact person, and the waterTALENT employee's name. Client shall notify waterTALENT concurrently with or, if that is not possible, immediately after the report has been made.

7.4. waterTALENT is an equal opportunity employer and actively supports federal, state and local laws prohibiting discrimination in employment practices because of race, color, religion, sex, age, handicap, marital status, Vietnam Era and/or special disabled veteran status, national origin, sexual orientation, or any other classification protected by law, and waterTALENT further complies with any and all other federal, state and local employment laws and regulations (including those pertaining to family and medical leave and other fair employment practices), including but not limited to the Equal Opportunity Clause in 41 C.F.R. Section 60-1.4 (all of the foregoing being collectively referred to as the "Employment Obligations"). Client hereby agrees to comply with all of the Employment Obligations.

8. TERMINATION OF TEMPORARY EMPLOYEE JOB ASSIGNMENT OR REASSIGNMENT OF TEMPORARY EMPLOYEE BY WATERTALENT

8.1. Client acknowledges that waterTALENT has the sole and exclusive right to terminate the assignment of any Temporary Employee, or to reassign any Temporary Employee to other positions including positions with other clients of waterTALENT. Client may notify waterTALENT at any time of Client's request that any Temporary Employee with whom Client is not satisfied be removed from a particular assignment or from performing services at Client altogether.

9. WATERTALENT AS INDEPENDENT CONTRACTOR

9.1. waterTALENT shall be considered for all purposes to be an independent contractor of Client and nothing in this Agreement shall be construed to create a partnership, employment relationship, joint venture or enterprise between waterTALENT, and Temporary Employees, and Client.

10. PROPRIETARY SOFTWARE

10.1. To satisfy Client's Temporary Employee requirements, data and invoices may be generated using waterTALENT's proprietary or licensed software to which Client and Temporary Employees may have access. Client agrees that waterTALENT software, including its data formats and any other related information pertaining to the software and its functions, shall remain the exclusive property of waterTALENT or licensor, and shall not be duplicated, copied or disclosed, or utilized for any other purpose.

11. PRICING, INVOICING AND PAYMENT

11.1. waterTALENT shall invoice Client weekly following the Client approval of Temporary Employee's approved hours and charges of work completed and agreed upon other direct charges. Client agrees to pay such invoices net thirty (30) days of receipt of invoice. Any invoice that is not paid in full within thirty (30) days after the invoice due date will bear default interest of the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law. Client shall pay any such default charges and any costs incurred by waterTALENT in collecting its fees and costs.

11.2. Rates and fees under this Agreement may be increased upon written notice to include any increase or addition of any government imposed taxes, fees or costs, including costs incurred in complying with applicable laws, rules and regulations, imposed after the Effective Date.

11.3. In addition to the payment provisions set forth in the applicable Task Order, waterTALENT shall be entitled to reimbursement from Client for Other Direct Costs (ODC's) which may include meal per diems, housing, personal car mileage or car rental, airfare, etc by Temporary Employees whose residence is more than forty (40) miles from Client Business Premises. Since ODC's are determined and calculated on a per-assignment and per Temporary Employee basis, such ODC's shall be labeled in each individual Task Order under "Included Services" and will be factored into the standard hourly bill rate.

11.4. Client's payment method (Please check a box).

Check

ACH Wires

12. COMPLIANCE WITH LAW

12.1. Client agrees to comply with all applicable local, state and federal laws, rules, regulations and orders. Without limiting the foregoing, Client will comply with all applicable laws, federal and state, pertaining to labor and employment, including but not limited to Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Immigration Reform and Control Act, and all laws governing acts of sexual harassment or discrimination in the workplace. waterTALENT shall incur no liability with regard to any alleged violation of laws by Client.

13. UNAUTHORIZED CONVERSION OF TEMPORARY EMPLOYEE BY CLIENT; NON-SOLICITATION

13.1. Client understands that Temporary Employees are assigned to Client to render temporary services, and absent agreement to the contrary, are not assigned to become employees of Client. Client acknowledges that considerable expense is incurred by waterTALENT to advertise, recruit, evaluate, train, screen, and provide appropriate quality controls relative to Temporary Employees.

13.2. Accordingly, Client will not, without the prior written consent of waterTALENT, which may be granted or withheld in waterTALENT's sole discretion, solicit a Temporary Employee for employment other than through waterTALENT, interfere with the employment relationship between waterTALENT and Temporary Employees, or directly or indirectly cause a Temporary Employee to transfer to another temporary staffing service.

13.3. If Client, either directly or indirectly, including through any company or entity within Client's control or a company affiliated with Client, hires a Temporary Employee of waterTALENT as an employee, consultant, independent contractor of Client, or utilizes the Temporary Employee's services through another temporary or outsourcing service during such Temporary Employee's employment by waterTALENT or an affiliate of waterTALENT, or within twelve (12) months after conclusion of this person's temporary assignment by waterTALENT at Client, Client agrees to pay waterTALENT a direct hire/conversion fee stipulated by the parties to be set forth in a Fee Schedule to be amended to this agreement or, in the case of a direct placement or temp-to-hire conversion, a fee equal to twenty-five percent (25%) of the employee's annualized wage or salary offered to

Temporary Employee by Client. If the offer to Temporary Employee is not considered full-time, the conversion fee shall be calculated by the average amount of hours worked on a weekly basis then annualized on a schedule for a 12-month/52-week period.

14. INSURANCE

14.1. waterTALENT shall provide all pertinent and necessary insurance at its own cost and expense, which shall include:

14.1.1. Workers' Compensation insurance as prescribed by the law of the state(s) in which the work is performed;

14.1.2. Professional Liability insurance with limits of at least $5,000,000 Per Occurrence / $5,000,000 Aggregate; and

14.1.3. Contractor's Pollution Liability insurance with limits of $5,000,000 Per Occurrence / $5,000,000 Aggregate; and

14.1.4. Commercial General Liability insurance with limits of at least $5,000,000 Per Occurrence / $5,000,000 Aggregate; and

14.1.5. Commercial Auto Liability insurance for hired and non-owned Autos of $1,000,000 Per Accident; and

14.1.6. Commercial Umbrella Liability/Excess Liability of $1,000,000 Per Occurrence / $1,000,000 Aggregate (Professional, Pollution, General, & Auto Liability).

14.2. The above Insurance coverages are considered unencumbered. This entails each set of limitations as set forth above shall apply to each individual Temporary Employee's deployment and shall not be combined or shared with another Temporary Employee's deployment.

15. CONFIDENTIALITY

15.1. During the performance of this Agreement, it may be necessary for the parties to provide confidential or proprietary information to one another. The parties agree that such information will be held in strict confidence by the receiving party and will not be disclosed by the receiving party to any third party, or used by the receiving party for its own purposes, except to the extent that such disclosure or use is necessary in the performance by the receiving party of its obligations under this Agreement. No information shall be subject to protection of this section if such information is:

15.1.1. or becomes publicly available other than through a breach of this Agreement by the party seeking to disclose the information;

15.1.2. proven to be already known to or rightfully in the possession of a party or its personnel at the time of disclosure;

15.1.3. or becomes known or developed by the receiving party independently of the confidential and/or proprietary information of the other party; or

15.1.4. released in response to a subpoena, court order or other legal process, provided that the party

receiving the subpoena or subject to court order or other legal process shall notify the other party and provide such party with an opportunity to seek a protective order preventing disclosure of such information, and in any event, the party subject to such subpoena, court order or other legal process shall disclose only such information as is necessary to comply therewith.

15.1.5 Is legally required to be disclosed under Florida Public Records Law.

15.2. Neither party shall be liable, however, for inadvertent or accidental disclosure of such information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve and safeguard its own proprietary information. The receiving party upon the request of the disclosing party will return all writings or documents that contain information subject to the protections of this subsection.

16. WORK PRODUCT

16.1. waterTALENT agrees that all inventions, innovations or improvements, including copyright in any product, software, reports, surveys, marketing, promotional and collateral material prepared by the Temporary Employee assigned to the Client pursuant to the terms of this Agreement shall be the exclusive property of the Client. waterTALENT acknowledges and agrees that the work product shall be considered a work made for hire within the meaning of the patent and copyright laws of the United States and that Client is entitled, as author thereof, to the copyright and all rights therein, including, but not limited to the right to make such changes therein and such uses thereof, as it may determine in its sole and absolute discretion; provided, that under no circumstances shall a Temporary Employee be considered an employee of Client.

17. PERSONAL INFORMATION

17.1. This Agreement is made on the basis that each party is entitled to assume that the other has complied and will continue to comply with its obligations arising from data protection and privacy laws in force from time to time to the extent applicable to this Agreement and the scope of services detailed in the Task Order. The parties acknowledge that any use or processing by waterTALENT of Personal Information, which is defined as "any information relating to an identified or identifiable individual that is subject to applicable data protection, privacy or other similar laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996" shall be done solely on behalf of Client and for Client's purposes and waterTALENT shall deal with such Personal Information only in accordance with such reasonable instructions as Client may from time to time provide or as reasonably necessary for the purpose of providing the services contemplated hereby. waterTALENT shall take such technical and organizational measures as it has determined appropriate to guard against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information in accordance with applicable law.

18. INDEMNIFICATION

18.1. waterTALENT shall defend, indemnify and hold harmless Client and its subsidiaries and related entities, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Client Parties") from and against any and all liabilities, losses, claims, injuries, suits, judgments, expenses, fines, interest or penalties (collectively, "Losses") to the extent caused by waterTALENT's failure to comply with the terms of this Agreement or negligence or

willful misconduct of waterTALENT, for Losses arising from the usual and customary business of waterTALENT to an amount no greater than $5 million.

18.2. To the maximum extent permitted by applicable law, no member of Client Parties or waterTALENT Parties shall have any liability for any indirect, consequential, special or incidental damages, damages for loss of profits or revenues, whether in an action in contract or tort, even if such party has been advised of the possibility of such damages, unless such party has engaged in willful misconduct or the damages arise from a third party claim for which a party is entitled to indemnification in this Agreement.

19. AUDIT RIGHTS

19.1. Client shall have the right to audit timekeeping and billing records maintained by waterTALENT for services provided to Client, upon reasonable notice to waterTALENT. Such audit shall be performed at the corporate headquarters of waterTALENT located in Los Angeles, California.

20. OTHER TERMS

20.1. This Agreement, its interpretation and all work performed under this Agreement, shall be governed by the laws of the State of Florida. The venue for any cause of action relating to this Agreement shall be in Volusia County, Florida

20.2. waterTALENT reserves the right to enter into one or more contracts with one or more third party providers to provide Temporary Employees at any time.

20.3. This Agreement may not be assigned by either party without the express written consent of the other party

20.4. Neither party will be responsible for any failure or delay in performing any of its obligations under this Agreement or any Task Order due to causes beyond its reasonable control, and such obligations will be suspended for the period during which a fire, flood, war, natural disaster, earthquake, other acts of God, riots, new laws which prevent the carrying out of the Services, or the results of terrorist activity prevent the affected party from performing its obligations under this Agreement or any Task Order. A party affected by a force majeure event shall promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

20.5. Neither this Agreement nor any Task Order is intended to confer any rights or benefit on any third party.

20.6. Each party represents and warrants that the individual executing this Agreement on its behalf is duly authorized to so execute this Agreement, and this Agreement, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms. In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect.

20.7. This Agreement is subject to amendment only by the written agreement of all of the parties hereto. Any amendment or modification of this Agreement shall be dated, and where any conflict arises between the provisions incorporated in earlier documents, the most recent provisions shall be controlling.

20.8. Multiple copies of this Agreement may be executed, each of which shall be deemed to be an original. An electronic copy of this entire Agreement, including the signature page(s), shall be deemed an original.

20.9. This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. It contains all of the covenants, conditions and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the parties to the Agreement.

20.10. The captions of paragraphs of this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

20.11. A waiver of the breach of any covenant, condition, or promise of this Agreement shall not be deemed a waiver of any succeeding breach of the same or any other covenant, condition, or promise of this Agreement. No waiver shall be deemed to have been given, unless given in writing and in compliance with the "Notices" paragraph herein below recited.

20.12. In the event that any party herein commences any legal or equitable action or other proceeding, including without limitation, arbitration, an action for declaratory relief or any other form of relief, or to enforce, interpret, reform, rescind, or in any other manner affect the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees which may be set by the arbitrator or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

20.13. All representations and warranties made herein shall survive the execution of this Agreement.

20.14. All notices under this Agreement shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized overnight courier service, and addressed to the party to be notified at their address set forth below. All notices and other communications required or permitted under this Agreement shall be deemed given when delivered personally, or one (1) day after being deposited with Federal Express or other recognized overnight courier service, or five (5) days after being deposited in the United States mail, postage prepaid and addressed as follows, or to such other address as each party may designate in writing:

20.15. Client expressly retains all rights, benefit and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

21. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

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

21.1.1. Keep and maintain public records required by the CITY to perform the contracted service.

21.1.2. 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.

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

21.1.4. 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.

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174 (386) 676-3331

CITYCLERK@ORMONDBEACH.ORG

For waterTALENT:		For Client:
Name:	Tyler Reifert	Name: Quinn Wichlei
Title:	President	Title: HR Generalist
Address:	10877 Wilshire Blvd., Suite 708 Los Angeles, CA 90024	Address: City of Ormond Beach 22 S. Beach St. Ormond Beach, FL 32174
Email:	treifert@watertalent.net	Email: qinn.wichlei@ormondbeach.org
Phone:	(424) 832-7217	Phone: 386-676-3324
Fax:	(424) 832-7018	Fax: 386-676-3229

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

waterTALENT, LLC	**Client**
For waterTALENT:	**For Client:**
Tyler Reifert Printed Name	Joyce Shanahan Printed Name
President Title	City Manager Title
Signature	Signature
Date	Date

12/2024

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

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

Purchase Order # 20240372

Delivery must be made within doors of specified destination.

BILL TO

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

VENDOR

WATERTALENT LLC
WATERTALENT
15233 VENTURA BLVD
SUITE #615
SHERMAN OAKS, CA 91403
Email: GLEVY@WATERTALENT.NET

SHIP TO

Wastewater Plant
550 North Orchard Street
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		2400485	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
02/22/2024	3212			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ temp labor licensed operators for WWTP The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Temporary Labor for licensed Wastewater Plant operators	1.0	EACH	$24,999.00	$24,999.00

VENDOR COPY

Total Ext. Price	$24,999.00
PO Total	**$24,999.00**

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.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2024-74
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Personal Injury Claim - Temperance Thomas		
Summary:	This is a request for City Commission approval of a litigation settlement offer in the amount of $50,000 offered by plaintiff's counsel, regarding the personal injury claims of Temperance Thomas. Ms. Thomas was involved in a motor vehicle accident with a City police vehicle on the morning of April 27, 2021, at the intersection of Interstate 95 and West Granada Boulevard. At the time of the accident, Ms. Thomas was 43 years old and was driving a 2018 Nissan Versa and exiting the northbound I-95 ramp, attempting to drive eastbound onto Granada Boulevard. As Ms. Thomas attempted to make a right turn onto SR40, her vehicle was impacted from behind by a City police vehicle that was driven by Ormond Beach Police Detective, Ryan Smith. Although the speed of Detective Smith's vehicle was estimated at less than five miles per hour at impact, Ms. Thomas' vehicle sustained approximately $5,700 of damage in the rear-end collision, with little to no damage to the police vehicle. Ms. Thomas initially complained of soreness to her neck and back after the impact, but refused treatment on the scene from emergency responders. Afterward, she drove herself to the emergency room to seek treatment for her complaints of neck and back pain. According to the traffic crash report prepared by Sergeant R.J. Steele of the Florida Highway Patrol, Detective Smith was cited for careless driving as a result of the incident, due to the nature of the rear-end collision. The plaintiff filed suit against the city in Circuit Court for Volusia County in January of 2023, alleging Detective Smith was negligent while operating his police vehicle. During the discovery phase of litigation, it was learned Ms. Thomas had previously been involved in a rear-end		

	motor vehicle crash in 2018 and suffered injuries to her neck and lower back. Ms. Thomas alleges in her suit against the City, that in the recent collision in April of 2021, with the City police vehicle, she suffered new injuries consisting of a herniated disk to the C2-3, and L3-4, and re-aggravated her pre-existing neck and back injuries, of the C3-4 and L4-5. In information provided by the plaintiff's counsel, the cost for medical treatment for Ms. Thomas's injuries due to the accident was in excess of $42,000, with two medical doctors estimating she had a total body impairment rating of between fourteen and twenty-eight percent (14-28%). This cost does not include any needed future care for Ms. Thomas, or any claims for pain and suffering. Ms. Thomas' initial demand to settle her claim against the city was for $150,000. A mediation settlement conference was held to attempt a settlement in the case, and the parties agreed to a $50,000 settlement, contingent upon approval by the City Commission. Section 768.28, Florida Statutes limits the City's liability to no more than $200,000 in any negligence action for any single claim, or $300,000 for all claims arising out of the same occurrence. The statute also limits the amount that a claimant's attorney can recover to no more than twenty-five percent of an amount that is awarded to a claimant. Should the Commission deny the resolution approving the settlement agreement, the litigation matter would be scheduled for a jury trial to begin June 3, 2024.
Financial Impact:	The settlement proceeds would be paid from Fund 504-General Liability Fund.
Citizen Impact:	None
Recommended Action (Staff, Advisory Board and/or Other):	The City's Claims Committee and City Attorney recommend approval of the proposed settlement offer for the sum of $50,000. The case would proceed to a jury trial scheduled to begin June 3, 2024, in the event the City Commission should decline to approve the proposed settlement.
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217
Attachments:	1. 24-74 Thomas Settlement
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/29/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-74

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY TEMPERANCE THOMAS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the report and recommendation of the city attorney dated April 24, 2024 and hereby approves a settlement between the city and plaintiff, Temperance Thomas, for the sum of $50,000.00 to be paid to Ms. Thomas as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Temperance Thomas v. the City of Ormond Beach, 2022 31732 CICI, Volusia County Circuit Court. The settlement shall include all claims by the plaintiff against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent of RFQ - Hazardous and Non-Hazardous Waste Disposal Services		
Summary:	The City has several sources of regulated waste that are handled individually by each department. This RFQ will allow for the efficient disposal of regulated waste from all city facilities though a single contract. Regulated waste that can be handled though this contract includes used oil and used oil filters, expired herbicides, expired pesticides, E-waste, and oil/latex paints. E-waste, or unwanted electronics are important to handle responsibly so that the lead (in the circuit boards), Lithium (batteries), and mercury (from fluorescent lights) do not enter the environment or endanger the public. Engaging the services of a qualified, licensed, and insured contractor will assist staff in the safe and efficient disposal of potentially regulated waste streams. The RFQ also allows for residential household hazardous waste collection events, to ensure that regulated waste is handled appropriately and not disposed of in the landfill or water supply. Regulated waste generated by the City does not fall under the Household Hazardous waste exemptions as outlined in the Resource Conservation and Recovery Act (RCRA). Appropriate classification, handling, and disposal are required to limit the liability of the City and to ensure proper disposal.		
Financial Impact:	In FY 2023-24, no costs will be associated with these contracts unless services are authorized. If costs are incurred, they will be expensed to the appropriate fund.		

Citizen Impact:	Prompt and safe disposal of regulated waste ensures it is categorized and handled appropriately and that the community remains safe.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive solicitation, unless otherwise directed by the City Commission.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. RFQ Haz NonHaz waste disposal FINAL 2. Price Worksheet final
Approval:	Kelly McGuire, Finance Director 4/24/2024 Claire Whitley, Assistant City Manager 5/1/2024 Joyce Shanahan, City Manager 5/2/2024

City of Ormond Beach

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

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Hazardous and Non-Hazardous Waste Disposal Services**
RFQ NUMBER: **2024-30**
RFQ DUE DATE & TIME: **Tuesday, June 11, 2024 at 2:00 PM**
RFQ OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Wednesday, May 29, 2024 at 10:00 AM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: _____

PROPOSER'S MAILING ADDRESS: _____

_____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

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

_____

_____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

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

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

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

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____
(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

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

OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.

GENERAL CONDITIONS

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

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

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

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

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

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

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

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

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

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

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

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

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a

combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

STATEMENT OF PURPOSE

The purpose of this Solicitation is to establish a contract for the purchase of Hazardous and Non-Hazardous Waste Disposal Services, as specified herein, from sources of supply that will give prompt and efficient service in conjunction with the City's needs, on an as needed, when needed basis.

Professional Qualifications: Any firm or individual having all necessary Federal, State, and local licenses and permits to perform the services listed herein as per Florida Administrative Code 62-730, Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Department of Transportation (DOT), Florida Department of Environmental Protection (FDEP), and the Occupational Safety and Health Administration (OSHA), and agrees that all license/registrations and permits will be maintained throughout the life of this bid. Copies of all licenses, registrations for hazardous waste transporters and permits for

hazardous waste facilities shall be included with the bid packet or submitted within 48 hours after request by the City. All manifest reporting shall meet Federal, State, and Local regulatory requirements. Contractor shall employ accident prevention principles in all operations. Unsafe conditions and practices shall be corrected immediately.

SCOPE OF SERVICES

The Awarded Bidder shall furnish all labor, equipment, materials (including drums), transportation, and supervision necessary for the legal recycling or disposal of various types of hazardous and non-hazardous waste items for the following Groups:

- Group A – Used Oil Filters
- Group B – Drums and Pails
- Group C – Waste Batteries
- Group D – Non-Hazardous Bulbs
- Group E – Household Hazardous Waste Disposal Services
- Group F – Collection/Disposal of soil contaminated with hydrocarbon products like hydraulic oil, gasoline, diesel, etc.

The Awarded Bidder shall provide all labor, materials and equipment necessary to overpack bid items. The smallest container economically possible will be used for all overpacks.

SCHEDULE OF PROPOSAL

May 12, 2024	Advertisement
May 29, 2024 at 10:00 AM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
June 11, 2024, 2:00 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
June 19, 2024	Proposal Rankings
July 23, 2024	City Commission Approval of contract(s).

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. One unbound copy which includes the following information, proposals may be rejected if information is not submitted:

    a. Letter of interest.
    b. Proposer Acknowledgement form & RFQ Response form (2 Pages), completed.
    c. Overview description of the firm and its ability to provide the professional services being applied for.
    d. Provide list of current continuing contracts and contact information for each.
    e. Copy of firm's current Florida Professional License renewal.
    f. Copy of firm's certificate of insurance.
    g. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
    h. Completed Drug-Free Workplace Certification
    i. Appendix B- Price Sheet

GENERAL INSTRUCTIONS

- Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

    Rob Hart
    Purchasing Coordinator
    22 South Beach Street
    Ormond Beach, Florida 32174
    Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

    The last day to submit questions is May 31, 2024 at 4:00pm.

- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity

which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

- Proposal Delivery: Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than June 11, 2024, 2:00 PM. Submit proposals to the Purchasing Coordinator, First Floor, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

- Addenda and Supplements to the Request for Qualifications (RFQ): In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.

- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

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

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

SELECTION OF FIRM

Evaluation Criteria: Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:
Fee Proposal (40 points)
Technical and Readiness Qualifications (40points)

General (Forms, Insurance, References)
(20 points)

Fee Proposal – Costs of services must include all expenditures associated with use of waste and supplies, pre-transportation, transportation, use of sub-contractors, staging and/or transshipment and all subsequent and treatment, storage and disposal or recycling costs. Cost should be itemized. Please state all costs clearly and completely.

B. **Technical and Readiness Qualifications**- Vendors must have proven ability, resources and flexibility to readily meet all the expectations contained in this RFP. Vendors, and any previously approved subcontractors, must provide for safe and efficient cleanup of spills and other emergencies which may occur in performance of this work. Vendors are responsible for all costs associated with any spills that occur in performance of this work. The Contractor's Project Manager assigned to this project must have a minimum of two (2) years' experience and possess Field Chemist qualifications. E. For this agreement, Field Chemists must possess a four (4) year college degree in Chemistry, Environmental Science or other related discipline. All Contractor personnel assigned to this contract shall have current training and/or certifications pursuant to EPA, OSHA, DOT and other regulatory agencies to manage and transport hazardous waste.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the initial term of this Agreement shall be for a period of one (1) year and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.

COST ADJUSTMENTS

Beginning in the second year, no later than June 1, of each subsequent year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum

increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFQ;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and

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

2. Payment on Behalf of City

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

3. Loss Control/Safety

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

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD

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

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME

_____
TITLE

_____
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____

COMPANY NAME

_____

AUTHORIZED SIGNATURE

_____

SIGNER'S NAME (PRINT OR TYPE)

_____

TITLE

_____

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____

Name

_____

Signature

_____

Title

APPENDIX B: Price Sheet

City of Ormond Beach

Price Sheet

Quantity	Waste Name Waste Codes	Shipping Name	Price
Non Bulk: < 119 gallons OST018641	Acidic Waste D002;	UN3264, Waste Corrosive liquid, acidic, inorganic, n.o.s. 8, II (Hydrochloric Acid, Sulfuric Acid)	
Non Bulk: < 119 gallons	Aerosol Paint Cans	UN1950, WASTE Aerosols,, 2.1, RQ: (D001)	
Inner Containers	Aerosols (Freon R12) U075;	UN1028, WASTE Dichlorodifluoromethane, 2.2	
Non Bulk: < 119 gallons OAERCAB	Alkaline batteries Universal Waste	UN3028, Batteries, dry, containing potassium hydroxide solid,, (Universal Waste Alkaline Battery), 8, III	
Non Bulk: < 119 gallons	Antifreeze	Non-regulated material (Anti-freeze/Coolant)	
Non Bulk: < 119 gallons TFLOILCONT	AV Gas 100 LL /water mix for recycle	UN1203, Gasoline, (for recycle), 3, II	
Non Bulk: < 119 gallons	Blue DEF diesel exhaust fluid	Non-regulated material (Blue DEF diesel exhaust fluid)	
Non Bulk: < 119 gallons OAESNMD	Chem Lab Debris D008;	UN3077, Waste Environmentally hazardous substances, solid, n.o.s. 9, III	
Non Bulk: < 119 gallons OAERCCFLB	Crushed fluorescent bulbs and drum filters (Universal waste)	Spent Mercury Containing Lamps for Recycling (Universasl waste - Lamps crushed lamps/filters)	
Non Bulk: < 119 gallons	Diesel fuel for recycle	NA1993, Diesel fuel, (for recycle), None, III	
Non Bulk: < 119 gallons OAERCELEC	Electronic Waste for recycle	Used Electronics for recycling	
Non Bulk: < 119 gallons OAERCELEC	Electronic Waste/circuit boards for recycle	Used Electronics (for recycling)	
Non Bulk: < 119 gallons	Empty drums	Non-regulated material (Empty drums last contained Non "P" listed material)	
Non Bulk: < 119 gallons	Flammable Liquid, Loosepack D001; D035; F003; F005;	UN1993, Waste Flammable liquids, n.o.s. 3, II (Acetone, Methanol) RQ:(D001)	
Non Bulk: < 119 gallons OR3AP	Gasoline/Water/oil D001; D018;	UN1993, Waste Flammable liquids, n.o.s. 3, II (Gasoline) RQ:(D018)	
Non Bulk: < 119 gallons	High octane unleaded aviation gasoline for recycle	UN1203, Gasoline, (for recycle), 3, II	
Non Bulk: < 119 gallons	Hydraulic fluid (Automotive)	Non-regulated material (Petroleum distillates/hydraulic fluid)	
Non Bulk: < 119 gallons	Hydraulic/Brake fluid (Automotive)	Non-regulated material (Petroleum distillates/hydraulic fluid)	
Non Bulk: < 119 gallons	Jet A Fuel for recycle	UN1863, Fuel, aviation, turbine engine, (for recycle), 3, III	
Non Bulk: < 119 gallons OAESNFD	Jet fuel filters D001;	UN1325, Waste Flammable solids, organic, n.o.s. 4.1, II (Jet fuel, Filters) RQ:(D001)	
Inner Containers	Lab Pack Profile		
Non Bulk: < 119 gallons OAESNHLLP	Latex Paint In Cans	Non-regulated material (Latex Paint)	
Inner Containers	Latex Paint In Cans	Non-regulated material (Latex Paint)	
Non Bulk: < 119 gallons OAERCLAB	Lead Acid batteries Universal Waste	UN2794, Batteries, wet, filled with acid,, (Universal Waste lead acid batteries), 8	
Non Bulk: < 119 gallons OAERCLIB	Lithium Ion/Lithium sulfur dioxide Batteries Universal Waste	UN3480, Lithium ion batteries, (Universal Waste), 9	
Non Bulk: < 119 gallons OAERCLIB	Lithium Ion/Lithium sulfur dioxide Batteries Universal Waste	UN3480, Lithium ion batteries 9 (Universal Waste Battery)	
Non Bulk: < 119 gallons OAERCLIBA	Lithium iron phosphate battery (Universal Waste)	UN3481, Lithium ion batteries contained in equipment, (Universal waste lithium iron phosphate battery), 9	
Non Bulk: < 119 gallons OAERCLIBA	Lithium iron phosphate battery (Universal Waste TEI packed)	UN3481, Lithium ion batteries contained in equipment, (Universal waste lithium iron phosphate battery), 9	
Non Bulk: < 119 gallons R15XLiBattery	Lithium Polymer Batteries (damaged) (10 Lb charge under oil) D003;	UN3480, Waste Lithium ion batteries 9	

City of Ormond Beach

Price Sheet

Quantity	Waste Name Waste Codes	Shipping Name	Price
Non Bulk: < 119 gallons OAESMAPP	MAPP Gas cylinder D001	UN1060, Waste Methyl acetylene and propadiene mixtures, stabilized 2.1	
Non Bulk: < 119 gallons OAESMAPP	MAPP Gas cylinder (Lecture) Recycle D001;	UN1060, WASTE Methyl acetylene and propadiene mixtures, stabilized, 2.1	
Non Bulk: < 119 gallons	Methane Cylinder (Small)	UN1971, Methane, compressed, 2.1	
Non Bulk: < 119 gallons OAERCNCB	Nickel cadmium / Nickel Metal Hydride batteries Universal Waste	UN3028, Batteries, dry, containing potassium hydroxide solid,, (Universal Waste Nickel Cadmium/Nickel metal hydride Batteries), 8, III	
Non Bulk: < 119 gallons OAERCNCB	Nickel cadmium / Nickel Metal Hydride batteries Universal Waste	UN3028, Batteries, dry, containing potassium hydroxide solid,, (Universal Waste Nickel Cadmium/Nickel metal hydride Batteries), 8, III	
Non Bulk: < 119 gallonsL	Non-Hazardous soil solids/sludge	Non-regulated material (Soil)	
Non Bulk: < 119 gallons OAERCNPCBB	Non-PCB Ballasts	Non-regulated material Non-PCB Ballasts	
Non Bulk: < 119 gallons	Oil Filters	Non-regulated material (Oil Filters)	
Bulk: > 119 gallons	Oil sludge	Non-regulated material (Oil sludge)	
Bulk: > 119 gallons	Oil Water Seperator	Non-regulated material (Oily Water)	
Bulk: > 119 gallons	Oily Water/Mop Water	Non-regulated material (Oily Water)	
Non Bulk: < 119 gallons OFLBULKSOL	Oily/Debris/rags/absorbent	Non-regulated material (Oily rags/absorbents)	
Non Bulk: < 119 gallons OFLBULKSOL	Poly Diesel tank w/small amount of DEF	Non-regulated material (Diesel tank, DEF)	
Non Bulk: < 119 gallons	Polyproplyene Absorbent/solvent D001; D035; F005;	UN3175, WASTE Solids containing flammable liquid, n.o.s., (Methyl Ethyl Ketone), 4.1, II, RQ:(D001)	
Non Bulk: < 119 gallons OIESPROP1	Propane Cylinder (1 lb)	UN1978, Propane, 2.1	
Inner Containers OAESC3H8	Propane Cylinder Recycle	UN1978, Propane, 2.1	
Non Bulk: < 119 gallons	Spent Mercury Containing Lamps for Recycling (Compact/Spiral)	Spent Mercury Containing Lamps for Recycling Universal Waste-Lamps (Compact)	
Non Bulk: < 119 gallons OAERCHID	Spent Mercury Containing Lamps for Recycling (HID/Metal Halide)	Spent Mercury Containing Lamps for Recycling Universal Waste-Lamps (HID/Metal Halide)	
Non Bulk: < 119 gallons OAERFLB	Spent Mercury Containing Lamps for Recycling (Straight)	Spent Mercury Containing Lamps for Recycling Universal Waste-Lamps	
Non Bulk: < 119 gallons OAERFLBC	Spent Mercury Containing Lamps for Recycling(Circular/U-Shaped)	Spent Mercury Containing Lamps for Recycling Universal Waste -Lamps(U-Shaped/Circular)	
Non Bulk: < 119 gallons OAESNFD	unleaded fuel contaminated soil D018;	NA3077, Hazardous waste, solid, n.o.s. 9, III (Soil, Benzene) RQ:(D018)	
Non Bulk: < 119 gallons OR3AP	unleaded fuel contaminated soil/water D018;	NA3082, Hazardous waste, liquid, n.o.s. 9, III (Benzene, Water) RQ:(D018)	
Bulk: > 119 gallons	Used Oil Automotive	USED OIL (NON-DOT REGULATED) (for recycle)	
Non Bulk: < 119 gallons OFLOILCONT	Used Oil (Aviation)	USED OIL (NON-DOT REGULATED) (for recycle)	
Lab Pack			

City of Ormond Beach
AGENDA ITEM

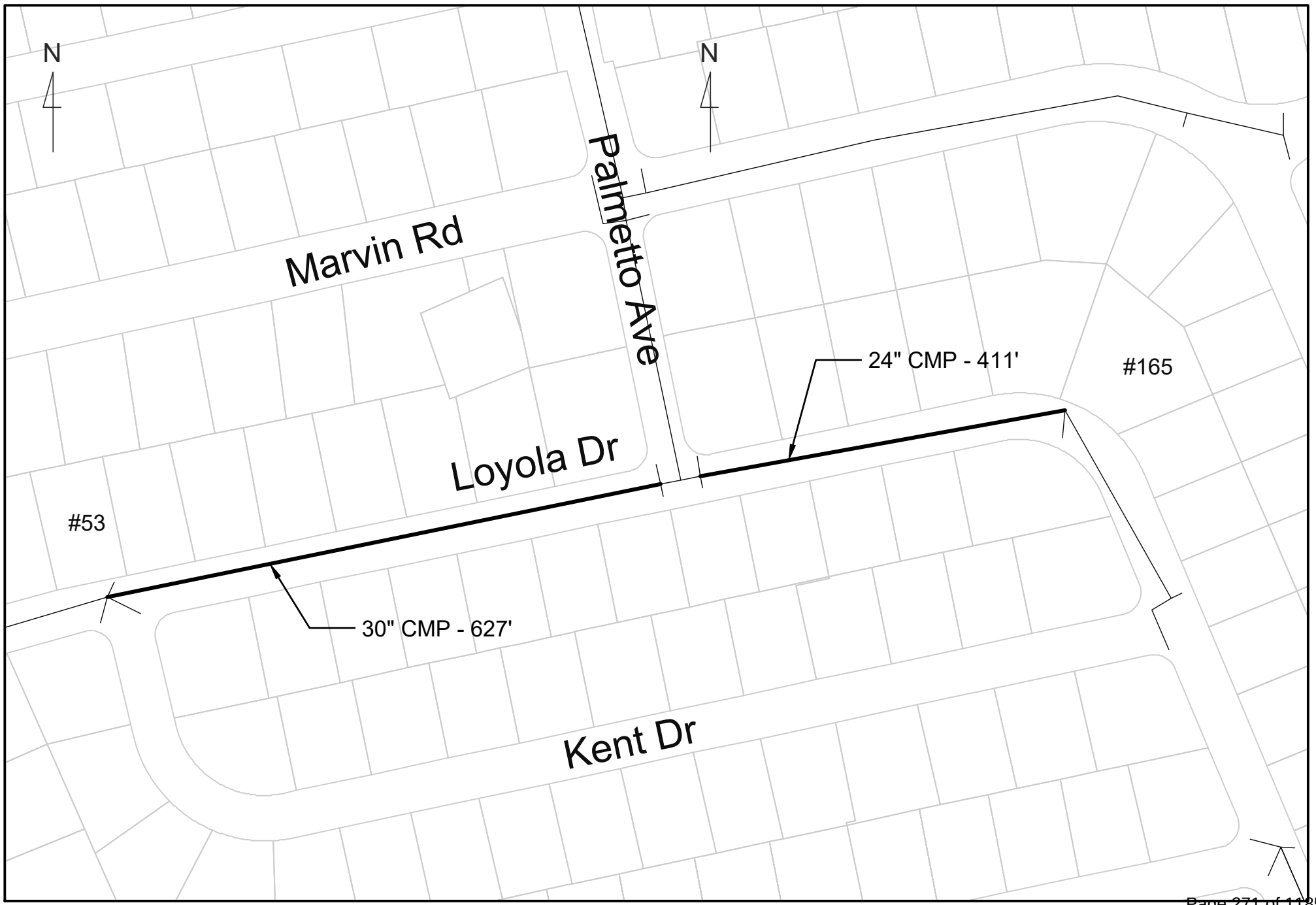
May 7, 2024 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - 2024 Storm Lining		
Summary:	This project will maintain existing infrastructure protecting the public and ensure proper function of the City's stormwater conveyance systems. The lining of storm and sewer pipes is an annual project intended to extend the length of service to the City's drainage network. The cost of lining a pipe varies by pipe size, but on average it is approximately $120 per foot, as opposed to $300 per foot to reconstruct a failed pipe and restore the affected street. Lining of pipe reduces the overall costs of pipe repair maintenance. The project includes the rehabilitation of approximately 5,120 linear feet of storm drain pipe of various sizes. The pipes included in this project are corrugated metal pipe, generally installed 50 or more years ago, and have deteriorated in a manner that not only affects their ability to function but can cause damage to adjacent roadways. Also included in this bid is the lining of 930LF of sanitary sewer on A1A. FDOT has requested lining of this sewer by the City to maintain function of the pipe and ensure longevity of the recently repaved roadway. Staff has prepared the bidding documents and specifications for the proposed work. Location maps of the proposed work are attached.		
Financial Impact:	Funding in the amount of $500,000 for the storm drain pipe rehabilitation project was included in the Fiscal Year 2023-2024 budget of Fund 107-Stormwater Fund.		
Citizen Impact:	The construction activities associated with this project are low impact and involve mainly a pipe cleaning and lining truck and crew, which is typically staged around an upstream and downstream manhole in the street in order to access the pipe that is being rehabilitated. Minor traffic delays are expected. On large diameter pipes, the lining process can		

	take several hours and it is often necessary to continue the process through the evening to not interrupt the curing process. The end result is an improved drainage pipe that allows more stormwater to flow through pipes reducing the possibility of roadway and neighborhood flooding.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. STORM REHAB 23-24 2. 2024 Storm Lining Bid Manual
Approval:	Kelly McGuire, Finance Director 4/25/2024 Claire Whitley, Assistant City Manager 4/29/2024 Joyce Shanahan, City Manager 4/30/2024

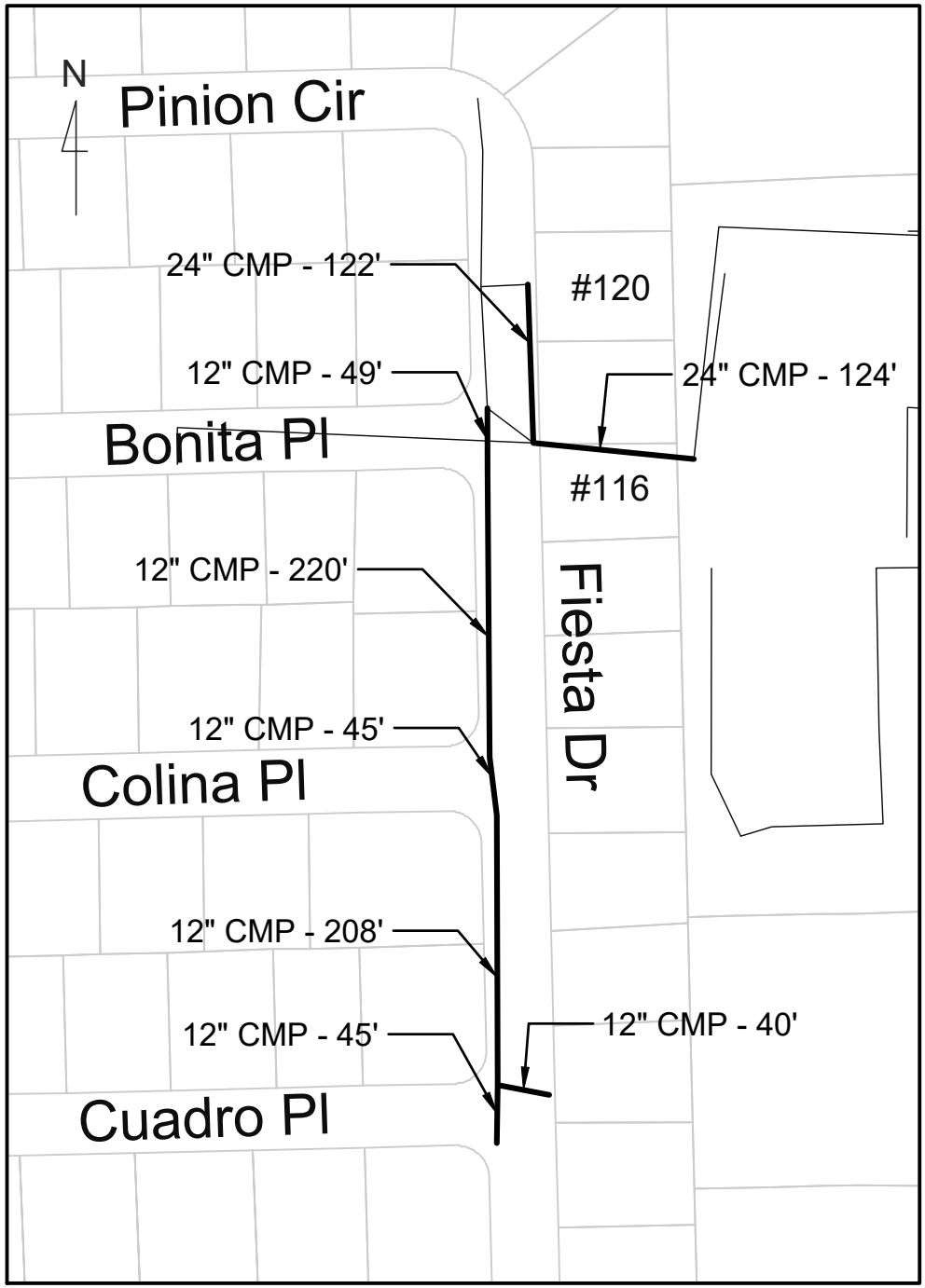
2023 / 2024 STORM & SEWER LINING

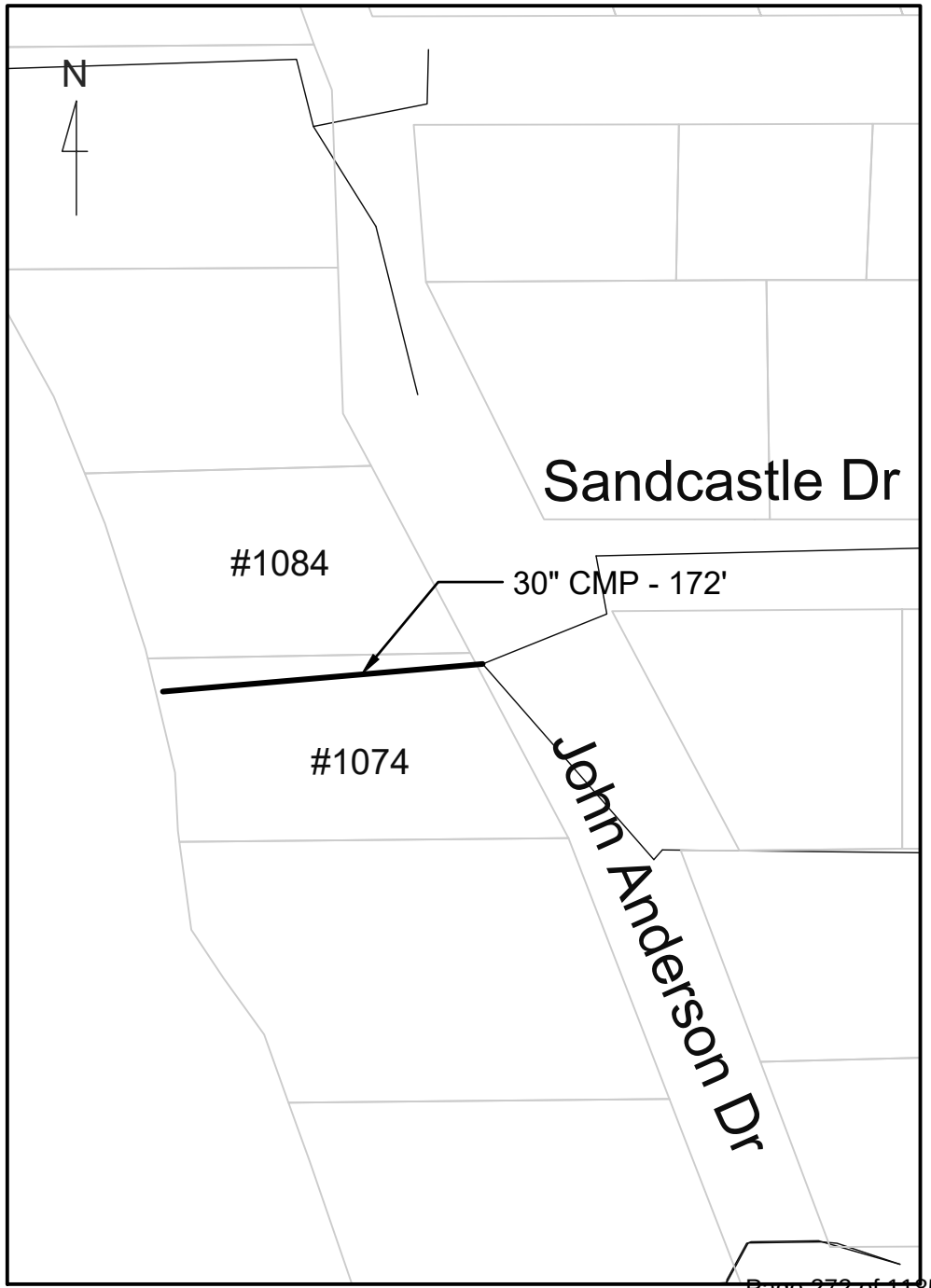


STORM

SHEET 1

2023 / 2024 STORM & SEWER LINING





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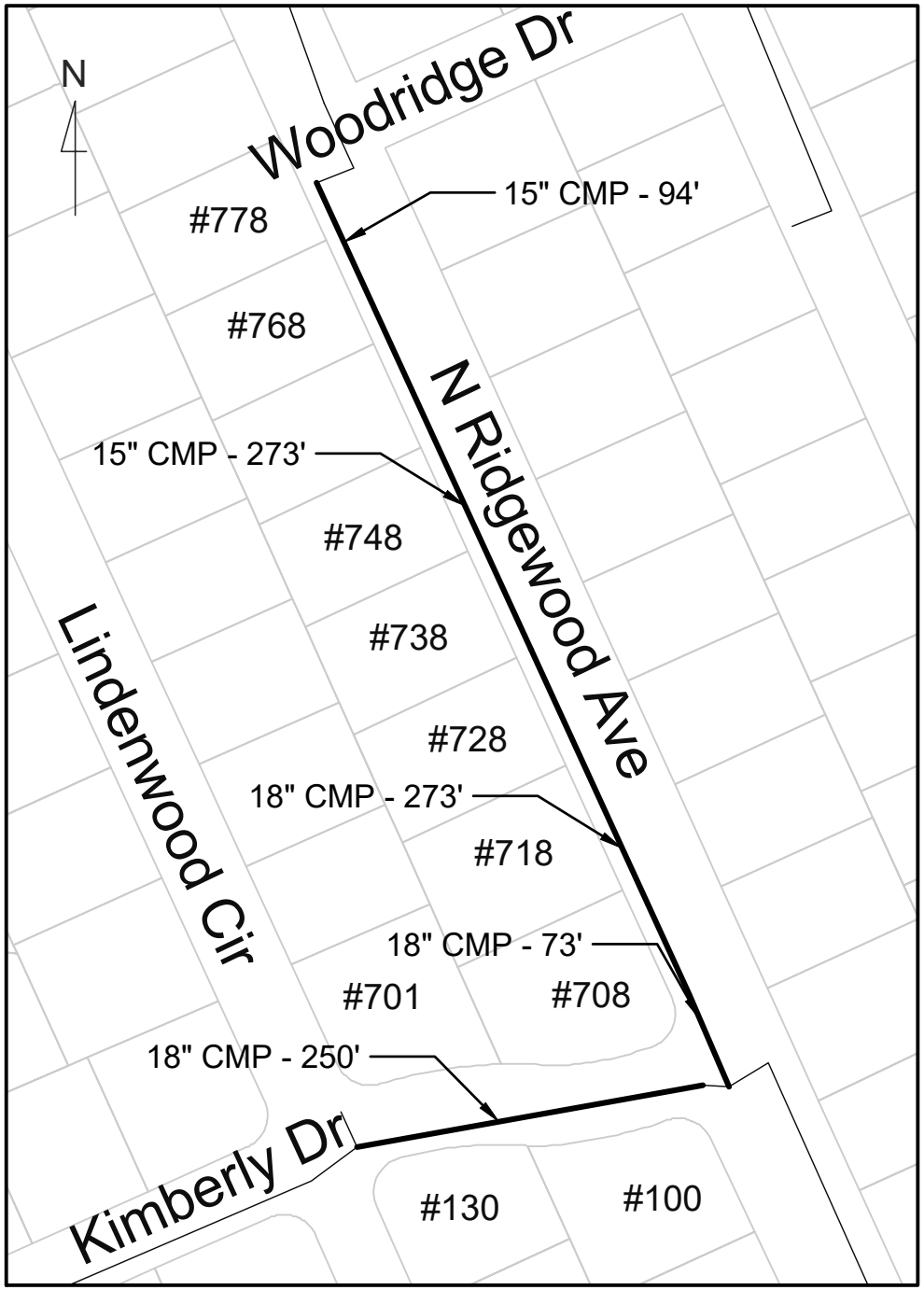
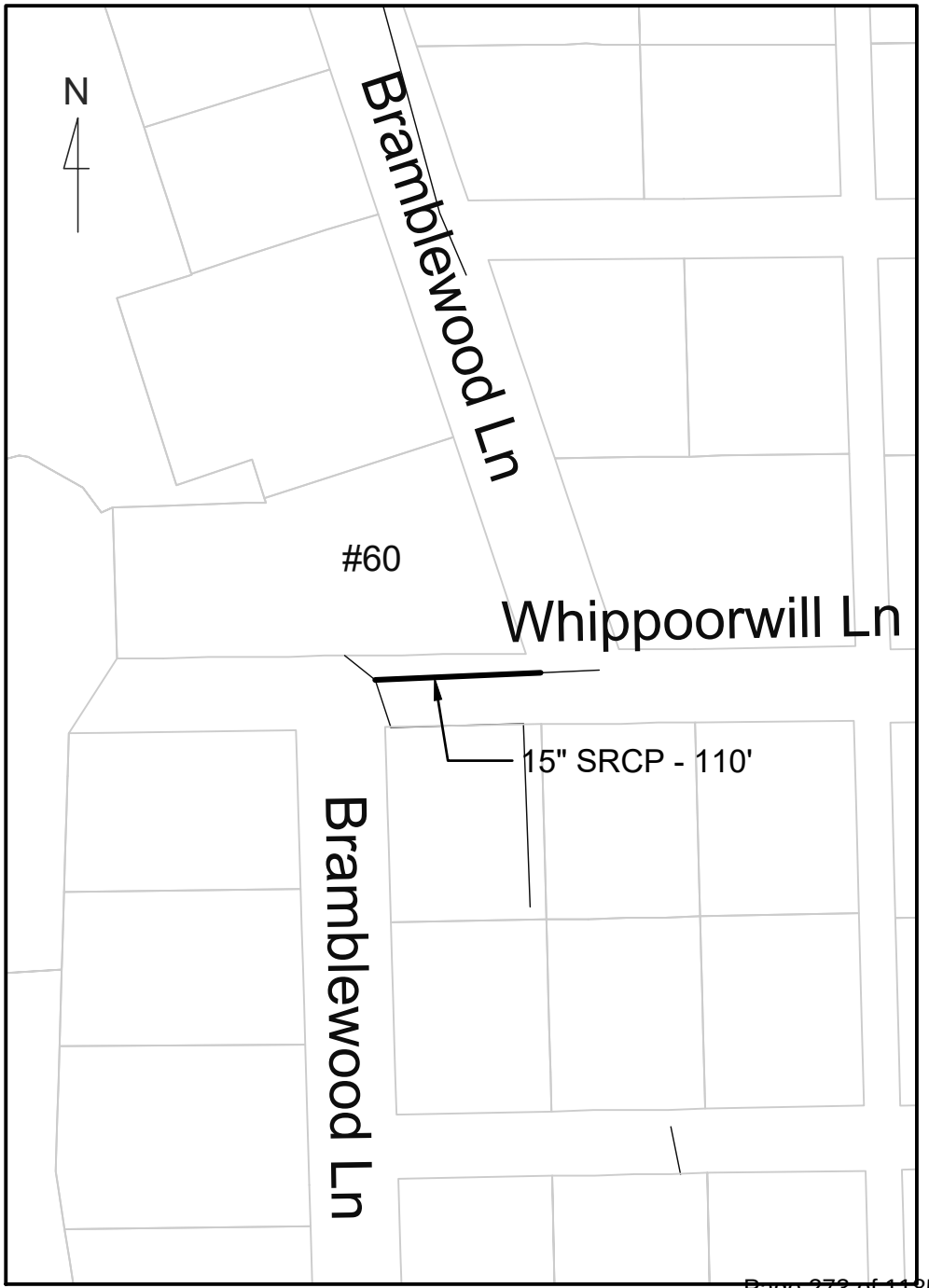
2023 / 2024 STORM & SEWER LINING

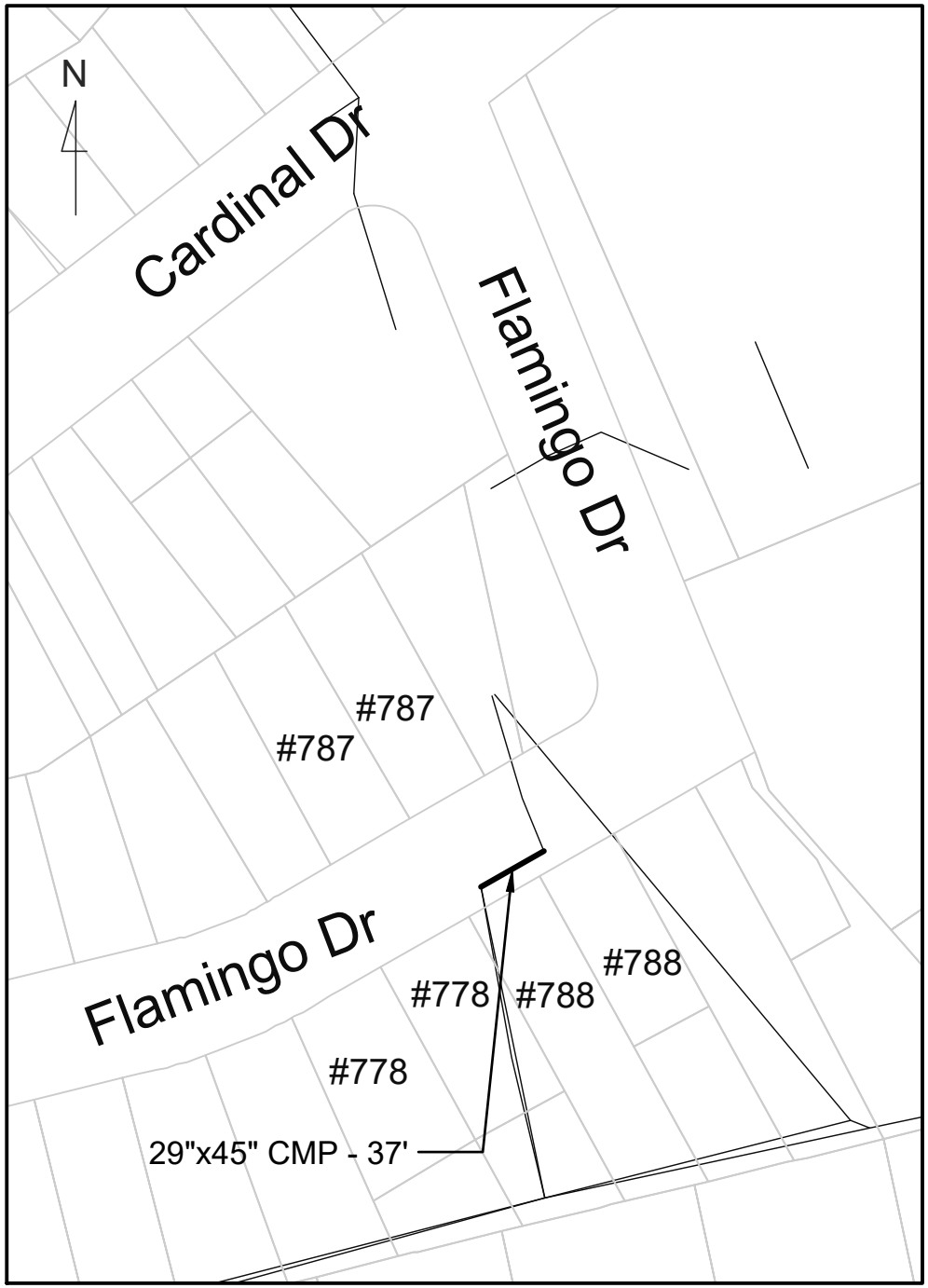


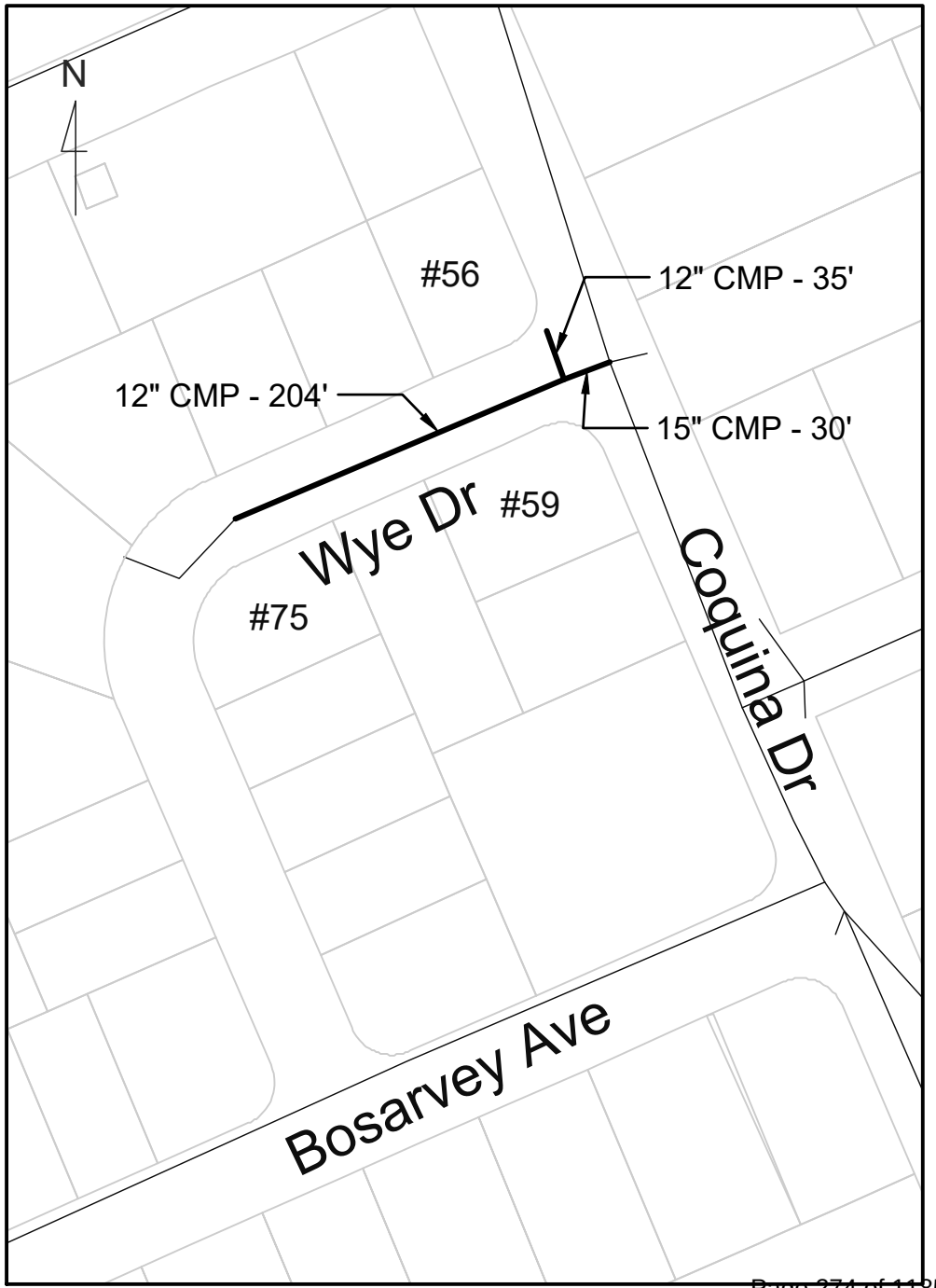


STORM

SHEET 3

2023 / 2024 STORM & SEWER LINING

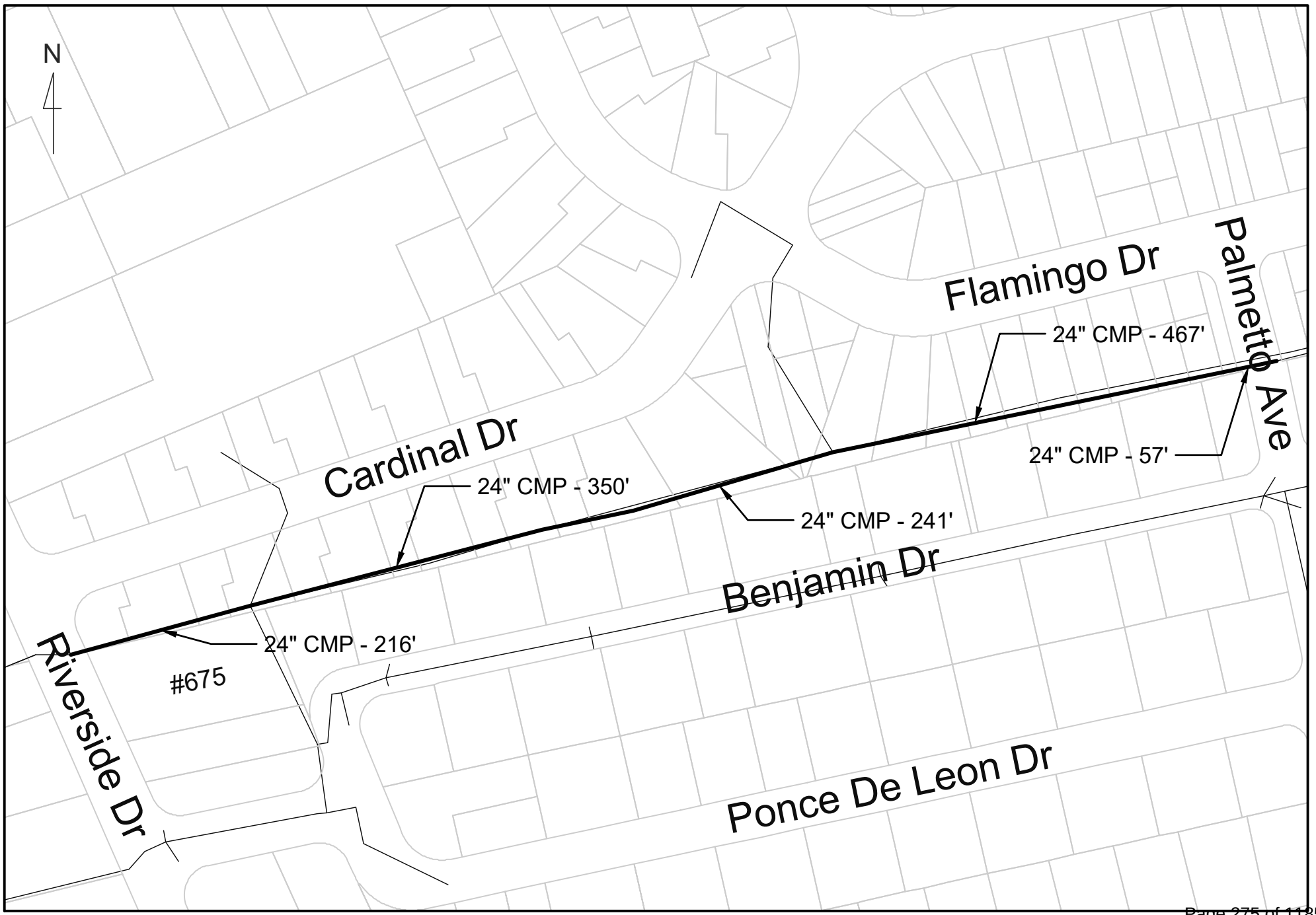




STORM

SHEET 4

2023 / 2024 STORM & SEWER LINING



STORM

SHEET 5

2024 Storm Pipe Lining

Bid No. 2024-27

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

2024 STORM PIPE LINING
Ormond Beach, Florida

TABLE OF CONTENTS

Section No.	Title	Pages
	BIDDING REQUIREMENTS	
00030	Advertisement for Bid	1 - 1
00100	Instructions to Bidders	1 - 9
00300	Bid	1 - 15
00410	Bid Bond	1 - 1
	CONTRACT FORMS	
00500	Form of Agreement	1 - 5
00610	Performance Bond	1 - 2
00615	Payment Bond	1 - 2
00670	Opinion of Attorney	1 - 1
	CONDITIONS OF CONTRACT	
00700	General Conditions	1 - 35
00800	Supplementary Conditions	1 - 7
L.W.	Lien Waiver	1 - 1
	TECHNICAL SPECIFICATIONS	
	DIVISION 1 - GENERAL REQUIREMENTS	
01010	Summary of Work	1 - 5
01025	Measurement and Payment	1 – 5
01027	Applications for Payment	1 - 4
01040	Coordination	1 - 1
01050	Field Engineering	1 - 1
01200	Project Meetings	1 - 1
01300	Submittals	1 - 4
01340	Shop Drawings	1 - 6
01400	Quality Control	1 - 1
01500	Temporary Facilities and Controls	1 - 5
01600	Materials and Equipment	1 - 3
01630	Substitutions and Product Options	1 - 3
01700	Contract Closeout	1 - 4
01740	Warranties	1 – 2

TABLE OF CONTENTS (Continued)

Section No.	Title	Pages
	DIVISION 2 - SITEWORK	
02140	Dewatering System	1 - 2
02650	Sewer and Manhole Cleaning	1 - 4
02720	Drainage Structures and Piping	1 - 8
02740	Bypass Pumping	1 - 2
02745B	Manhole and Wetwell Rehabilitation	1 - 7
02764	Television Inspection	1 - 2
02769	Cured-in-Place Pipe lining	1 – 5
02801	Restoration of Surface Improvements	1 - 5
	DIVISION 3 through **DIVISION 16**	
	(Not Applicable)	
	PROJECT DRAWINGS	
	2024 Storm Pipe Lining	1 - 6

END
TABLE OF CONTENTS

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **2024 Storm Pipe Lining, Bid No. 2024-27** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **June 11, 2024 at 2:30pm**, 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: Cured in place lining of approximately 5,120LF of storm pipes ranging is size from 12”-36” and approximately 930LF of 10” VCP sanitary sewer**.** 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 **May 28 at 10:00am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **June 4** at 5:00pm.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been 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

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **2024 STORM PIPE LINING**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. 2024-27

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:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

BID SCHEDULE

Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
Cured in place liner-12" CMP, 7.5mm	950	LF		
Cured in 9.0mmplace liner-15" CMP, 9.0mm	530	LF		
Cured in place liner-18" CMP, 10.5mm	600	LF		
Cured in place liner-24" CMP, 12.0mm	2150	LF		
Cured in place liner-30" CMP, 13.5mm	840	LF		
Cured in place liner-29x45 CMP, 15.0mm	40	LF		
SANITARY SEWER: Cured in place liner- 10" VCP, 6.0mm	930	LF		

TOTAL BID $_____
(Figures)

_____
(Words)

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

BIDDER agrees that the Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run, and completed within **120** calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars ($300) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

   (a) Required Bid Security in the form of

   (1) a certified check drawn in favor of the City of Ormond Beach in the amount of 5 percent of the total bid; or

   (2) a Bid Bond in the amount of 5 percent of the total bid.

   (b) Equipment, Material, and Subcontractors List

   (c) All information required by the Trench Safety Act (Part VI, Chapter 553, Florida Statutes).

   (d) Drug Free Workplace Certificate

   (e) Conflict, Non-Conflict of Interest, Litigation Statement

   (f) Local Vendor Preference

   (g) Verification of Employment Status Using E-Verify System

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ___.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Corporation

By _____
(Corporation Name)

_____
(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

_____
(Name of Person Authorized to Sign - Typed or Printed)

_____
(Title)

(Corporate Seal)

Attest _____

Business address: _____

_____

_____

Phone No.: _____

Fax No.: _____

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

_____
(Name - Typed or Printed)

Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

TRENCH SAFETY STANDARDS

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

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

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

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

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[ ] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

LOCAL VENDOR PREFERENCE

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

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

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:
   (1) A physical business and location address;
   (2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
   (3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
   (4) A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
   (5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

To be approved as a local bidder and receive bid preference on an 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: _____

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

_____
DATE

END OF BID

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____
(*hereinafter called Principal*) and

_____
(hereinafter called the Surety) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____
_____Dollars ($_____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2024 STORM PIPE LINING (Bid No. 2024- 27)** in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20_____.

_____
(Principal)

By: _____

ATTEST: _____
(Surety)

_____ By: _____
(SEAL)

END OF SECTION
00410 - 1

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

_____

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2024.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Cured in place lining of approximately 5,120LF of storm pipes ranging is size from 12"-36" and approximately 930LF of 10" VCP sanitary sewer.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2024 STORM PIPE LINING
2024-27

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **120** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER THREE HUNDRED Dollars ($300) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After

Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of $_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ___ to ___ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

2024 STORM PIPE LINING

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of ___ sheets numbered 1 through ___ inclusive and bearing the following general title:

2024 STORM PIPE LINING

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 _____, 2024.

OWNER City of Ormond Beach

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

Address for giving notices:

_____

_____

_____

License No. _____

Registered Agent for service process:

_____
(Name)

_____
(Title)

END OF AGREEMENT

SECTION 00610
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

2024 STORM PIPE LINING
Bid No. 2024-27

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.
(number)

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

SECTION 00615
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a(n) _____ , hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, ($_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated _____ day of _____, 20____, for the construction of:

2024 STORM PIPE LINING
Bid No. 2024-27

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

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

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 _____, 2024.

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 of the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfiled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;

15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;

15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;

15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;

15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;

15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severely liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

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

Waiver of Right to Jury Trial:

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

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

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

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

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

i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for $25,000.00 or less.

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

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

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

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

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

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

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

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

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

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

(f) Professional Liability, Malpractice and/or Errors and Omissions (N/A for construction contracts)

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM

25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

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

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

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

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

E. Policies of Insurance

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

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

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

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

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20_____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of $_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

_____ CONTRACTOR

By _____ DATE: _____

TITLE:_____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

_____
Notary Public in and for
said County and State

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2024 STORM PIPE LINING**
Bid Number 2024-27

Cured in place lining of approximately 5,120LF of storm pipes ranging in size from 12”-36” and approximately 930LF of 10” VCP sanitary sewer.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:
The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
   Copy of local business tax receipt (where your business is located)
   Copy of State License (if applicable)
   Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.
The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

Agency:	Contact phone number:
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

Clearing and grubbing (including disposal of material).
Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
Dewatering and disposal of surplus water.
Structural fill, backfill, and grading.
Replacement of unpaved roadways, grass and shrubbery plots.
Cleanup.
Foundation and borrow materials, except as hereinafter specified.
Testing and placing system in operation.
Any material and equipment required to be installed and utilized for tests.
Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
Maintaining or detouring of the traffic.
Appurtenant work as required for a complete and operable system.
Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
Relocation and/or replacement of irrigation systems disturbed by construction.
Relocation and/or replacement of mail boxes disturbed by construction.
Furnishing adequate sanitary facilities for workers.
Adjustment of valve boxes.
Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week’s scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1 Furnish & Install Cured in Place Liner for 12-inch CMP, 7.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 7.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.

Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 2 Furnish & Install Cured in Place Liner for 15-inch CMP, 9mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 9 mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 3 Furnish & Install Cured in Place Liner for 18-inch CPM, 10.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 10.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 4 Furnish & Install Cured in Place Liner for 24-inch CMP, 12mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 12mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 5 Furnish & Install Cured in Place Liner for 30-inch CPM, 13.5mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 13.5mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 6 Furnish & Install Cured in Place Liner for 29x45-inch CMP, 15mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 15mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

Bid Item No. 11 Furnish & Install Cured in Place Liner for 10-inch VCP, 6mm
Measurement: The quantity for payment shall be per Linear Feet as measured along the flow line of the pipe (or from inside wall structure termination, between structures) for proper installation of new cured in place liner, with a final installed average wall thickness no less than 6mm, with a maximum variation of no more than +/- 10% of specified average liner wall thickness.
Payment: Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material and equipment and **also includes: existing pipe cleaning, material disposal and videotaping pre and post installation and Maintenance of Traffic.**

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.

B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.

C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

1. CONTRACTOR'S Construction Schedule.
2. Application for Payment forms, including Continuation Sheets.
3. List of subcontractors.
4. List of products.
5. List of principal suppliers and fabricators.
6. Schedule of submittals.

D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

F. Include the following Project identification:

1. Project name and location.
2. Name of ENGINEER.
3. Project number.
4. CONTRACTOR'S name and address.
5. Date of submittal.

G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

1. Related Specification Section or Division.
2. Description of Work.
3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
5. Dollar value.
6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.

J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.

K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.

L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.

M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. CONTRACTOR'S Construction Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of CONTRACTOR'S staff assignments.
7. Copies of building permits.
8. Copies of licenses from governing authorities.
9. Certificates of insurance and insurance policies.
10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.
4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. Submit requisite number of photographs with each application.

D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.

E. Submit certified payroll sheets for CONTRACTOR’S forces and all Subcontractors for the month preceding the submitted application.

F. Submit revised monthly progress schedules with each month’s Application for Payment, including cash flow projections.

G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.

B. Administrative actions and submittals that shall precede or coincide with this application include the following:

1. Occupancy permits.
2. Warranties and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Changeover information related to OWNER'S occupancy.
7. Final cleaning.
8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements and submittals including As-Built Survey.
2. Completion of items specified for completion after Substantial Completion.
3. Transmittal of Project construction records to the OWNER.
4. Certified property survey.
5. Proof that taxes, fees, and similar obligations were paid.
6. Removal of temporary facilities and services.
7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS
(Not Applicable)

PART 3 - EXECUTION
(Not Applicable)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

Progress Schedules and Reports
Product Data
Shop Drawings
Manufacturer's Data
Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

> Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
>
> Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.
>
> Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01340
SHOP DRAWINGS

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.

C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:

1. Submittal – Description and Number assigned.
2. Date to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of resubmittal and return (as applicable).
6. Date material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.

B. Determine and Verify:

1. Field measurements

2. Field construction criteria

3. Catalog numbers and similar data

4. Conformance with Specifications

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:

1. Date

2. Project title and number

3. Contractor's name and address

4. The number of each shop drawing, product data, and sample submitted

5. Notification of deviations from contract documents

6. Submittal log number conforming to specification section numbers.

G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.

H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.

F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.

G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer's agreement with the Owner.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.

I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:

1. Systems

2. Processes

3. As indicated in the specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above.
As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:

1. Project title and number

2. Name of project building or structure

3. Number and title of the shop drawing

4. Date of shop drawing or revision

5. Name of Contractor and subcontractor submitting drawing

6. Supplier/manufacturer

7. Separate detailer when pertinent

8. Specification section

10. Drawing number

E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-along plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

Electrical Power Service
Water Service (potable for certain uses)
Sanitary
Storm Sewer or Open Drainage/Run-off Control
Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities "on-site" for use by workers. Transporting workers to the nearest "public" sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City's franchised construction and demolition debris providers. For a list of the City's current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor's responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor's applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.
After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:

1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.

B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.

C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:

1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.

2. The proposed coating system shall use coatings of the same generic type.

3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.

4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.
Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR’s Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

(Not Applicable)

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.
The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
   Previous Change Orders
   Deductions for uncorrected work
   Deductions for liquidated damages
   Deductions for reinspection payments
   Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

SECTION 02140
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.

B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.

C. Siltation and Erosion:

1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.

2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.

D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 02650

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

A. Television Inspection of Sewers is included in Section [_____].

B. Sewer Flow Control is included in Section [_____].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

[1.03 SUBMITTALS]

[1.04 REFERENCE STANDARDS]

[1.05 QUALITY ASSURANCE]

[1.06 SYSTEM DESCRIPTION]

[1.07 DELIVERY, STORAGE AND HANDLING]

[1.08 PROJECT/SITE REQUIREMENTS]

[1.09 MAINTENANCE]

[1.10 WARRANTY]

[1.11 DEFINITIONS]

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Hydraulic Sewer Cleaning Equipment

1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed

instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydrocleaning) Equipment

1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.

2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.

1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.

2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.

B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.

B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.

C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.

D. To aid in the removal of roots, pipeline and manhole sections which have root intrusion may be treated with an approved label herbicide. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason shall be replaced with identical vegetation. All safety precautions recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.

E. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.

F. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond

the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and reinspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.

B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

SECTION 02720
DRAINAGE STRUCTURES AND PIPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of drainage structures and piping is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.
Section 02222 - Trenching, Backfilling and Compacting.
Section 02611 - Reinforced Concrete Pipe for Gravity Service

1.02 SUBMITTALS

A. Submit shop drawings of precast manholes, inlets, grating, frames and lids, and pipe.

B. Submit cut sheets 24-hours in advance of pipe excavation for ENGINEER approval.

1.03 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Materials' quality, manufacturing process and finished sections are subject to inspection and approval by ENGINEER or other OWNER representative. Inspection may be made at place of manufacture, at work site following delivery, or both.

C. Materials will be examined for compliance with ASTM standards, this Section and approved manufacturer's drawings. Additional inspection criteria shall include: appearance, dimensions(s), blisters, cracks and soundness.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

E. Repair minor damage to precast concrete sections by approved method, if repair is authorized by ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL

A. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials/equipment shall be the end products of one manufacturer in order to provide standardization for appearance, operation, maintenance, spare parts and manufacturer's service.

C. Provide lifting lugs or holes in each precast section for proper handling.

2.02 PRECAST CONCRETE MANHOLE SECTIONS

A. Precast concrete base sections, riser sections, transition top sections, flat slab tops and grade rings shall conform to ASTM C478 and shall be in accordance with FDOT standards.

1. Top section shall be eccentric cone where cover over pipe exceeds 4-ft. Top section shall be a flat slab where cover over top of pipe is 4-ft or less. Top section shall be a plastic lined flat slab where manhole riser sections are to be plastic lined.

2. Base, riser and transition top sections shall have tongue and groove joints.

3. Sections shall be cured by an approved method.

4. Precast concrete sections shall be shipped after concrete has attained 3000 psi compressive strength.

5. Design precast concrete base, riser, transition top, flat slab top and grade ring for a minimum H-20 loading plus earth load. Calculate earth load with a unit weight of 130 pcf.

6. Mark date of manufacture, name and trademark of manufacturer on the inside of each precast section.

7. Construct and install precast concrete base as shown on the Drawings and specified in FDOT standards.

8. Provide integrally cast knock-out panels in precast concrete manhole sections at locations, and with sizes shown on Drawings. Knock-out panels shall have no steel reinforcing.

2.03 PRECAST CONCRETE STRUCTURES

A. Refer to FDOT Standards for inside dimensions, headroom requirements and minimum thickness of concrete.

B. Manufacturer shall notify ENGINEER at least 5 working days prior to placing concrete during manufacturing process. ENGINEER may inspect reinforcing steel placement prior to placing concrete.

C. Structural design calculations and Drawings shall be prepared and stamped by a professional engineer registered in Florida.

D. Design Criteria

1. Precast concrete

   a. Minimum compressive strength shall be 5,000 psi at 28 days.

   b. Maximum water-to-cement ratio shall be 0.40 by weight.

   c. Minimum cement content shall be 600 lbs of cement per cubic yard of concrete.

2. Manufactured products

   a. Conform to ACI 318 and ACI 350R.

   b. Analyze walls and slabs using accepted engineering principals.

   c. When "fy" exceeds 40,000 psi, "z" (ACI 318) shall not exceed 95,000 psi. "fs" shall not exceed 50 percent of "fy".

   d. Design products to support their own weight, weight of soil at 120 pcf, and a live load equal to AASHTO HS-20 applied to top slab.

   e. Cast base slab and walls together to form a monolithic base section.

   f. Design structure walls for a water pressure of 90 psf. Originate pressure diagram at finished ground surface. Include lateral pressure from vehicles in accordance with AASHTO.

   g. Consider discontinuities in structure produced by openings and joints. Provide additional reinforcing around openings. Frame openings to carry full design loads to support walls.

   h. Prevent flotation, with ground water level at finished ground surface, by dead weight of structure and soil load above structure. Do not consider skin friction, soil friction, or weight of equipment in structure.

   i. Locate horizontal wall joints 18-in minimum from horizontal centerline of wall openings.

   j. Design structure with a minimum number of joints. Maximum number of structure sections, including top slab, shall be four.

   k. Provide lifting hooks for top slab.

      1. Locate access openings, wall sleeves and pipe penetrations as shown on Drawings.

   m. Wall sleeves shall be provided by the precast concrete manufacturer.

2.04 BRICK MASONRY

A. Bricks shall be sound, hard, uniformly burned, regular and uniform in shape and size. Underburned or salmon brick shall not be acceptable. Only whole brick shall be used.

1. Bricks for channels and shelves shall conform to ASTM C32, Grade SS except that the mean of five tests for absorption shall not exceed 8 percent and no individual brick exceed 11 percent.

2. Bricks for raising manhole frames to finished grade shall conform to ASTM C62.

B. Mortar shall be composed of 1 part portland cement, 2 parts sand, and hydrated lime not to exceed 10-lbs to each bag of cement. Portland cement shall be ASTM C150, Type II; hydrated lime shall conform to ASTM C207.

C. Sand shall be washed, cleaned, screened, well graded with all particles passing a No.4 sieve and conform to ASTM C33.

2.05 JOINTING PRECAST MANHOLE SECTIONS AND STRUCTURES

A. Seal tongue and groove joints of precast manhole and structure sections with either rubber O-ring gasket or preformed flexible joint sealant. O-ring gasket shall conform to ASTM C443. Preformed flexible joint sealant shall be Kent Seal No.2 by Hamilton-Kent; Ram-Nek by K. T. Snyder Company or equal.

B. Completed joint shall withstand 15 psi internal water pressure without leakage or displacement of gasket or sealant.

2.06 MANHOLE FRAMES AND COVERS

A. Manhole frames and covers shall be in accordance with FDOT Standard Index No. 201 for the type of manhole or inlet required. Covers shall have 2” raised letter identification: “Storm Sewer” cast into top.

2.07 PIPE CONNECTIONS TO MANHOLE

A. Connect pipe to manhole in the following ways:

1. Grout in place - Precast manhole section shall have a formed, tapered circular opening larger than the pipe outside diameter. Grout shall be non-shrink and waterproof equal to Hallemite, Waterplug or Embeco. Plastic pipe shall have a waterstop gasket secured to pipe with a stainless steel clamp.

2. Flexible sleeve - Integrally cast sleeve in precast manhole section or install sleeve in a formed or cored opening. Fasten pipe in sleeve with stainless steel clamp(s). Coat stainless steel clamp(s) with bituminous material to protect from corrosion. Flexible sleeve shall be Lock Joint Flexible Manhole Sleeve; Kor-N-Seal connector; PSX Press-Seal Gasket or equal.

3. Compression gasket - Integrally cast compression gasket in precast manhole section. Insert pipe into compression gasket. Compression gasket shall be A-Lok or equal.

2.08 EXTERNAL CONCRETE JOINT WRAP

All concrete pipe joints and pipe connections to structures shall be wrapped with an approved filter fabric joint wrap product. Joint material and installation shall be in accordance with Section 430 of the FDOT Standard Specifications, latest edition.

2.09 DAMPPROOFING

A.. Dampproofing shall be Hydrocide 648 by Sonneborn Building Products; Dehydratine 4 by A. C. Horn Inc; RIW Marine Liquid by Toch Brothers or equal.

2.10 PIPING

A.. Reinforced Concrete Pipe (RCP)

1. RCP pipe shall comply with the requirements of ASTM Designation C-76, as specified in Section 02611, Reinforced Concrete Pipe for Gravity Service.

B. High Density Polyethylene Pipe (HDPE):

1. HDPE pipe shall be smooth interior walled corrugated polyethylene pipe conforming to AASHTO M 294 and minimum cell classification 335420C as specified in ASTM D 3350.

   Subject to compliance with requirements, HDPE manufacturers include, but are not limited to, the following:

   a. Advanced Drainage Systems (ADS), Inc.

   b. Hancor, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Manhole and Structure Installation.

1. Manhole and structure shall be constructed to the dimensions shown on the Drawings and as specified in FDOT standards. Protect all work against flooding and flotation. Construct cast-in-place bases in accordance with the requirements of Division 3 and the details shown on the Drawings.

2. Place manhole base on a bed of 12-in screened gravel as shown on the Drawings. Set manhole base grade so that a maximum grade adjustment of 8-in is required to bring the manhole frame and cover to final grade.

a. Use precast concrete grade rings or brick and non-shrink mortar to adjust manhole frame and cover to final grade.

3. Set precast concrete barrel sections and structures plumb with a 1/4-in maximum out of plumb tolerance allowed. Seal joints of precast barrel sections with either a rubber O-ring set in a recess or preformed flexible joint sealant in sufficient quantity to fill 75 percent of the joint cavity. Fill the outside and inside joint with non-shrink mortar and finished flush with the adjoining surfaces. Caulk the inside of any leaking barrel section joint with lead wool or non-shrink grout to the satisfaction of the ENGINEER.

4. Allow joints to set for 14 hours before backfilling unless a shorter period is specifically approved by the ENGINEER.

5. Plug holes in the concrete barrel sections required for handling with a non-shrinking grout or non-shrinking grout in combination with concrete plugs. Finish flush on the inside.

6. Cut holes in precast sections to accommodate pipes prior to setting manhole sections in place to prevent jarring which may loosen the mortar joints.

7. Backfill carefully and evenly around manhole sections.

B. Manhole Pipe Connections

1. Construct manhole pipe connections, including pipe stubs, as specified above. Close or seal pipe stubs for future connections with a gasketed watertight plug.

C. Brickwork

1. Mix mortar only in such quantity as may be required for immediate use. Use mortar before initial set has taken place. Mortar shall be used within 1-1/2 hours and shall be constantly worked with hoe or shovel until used. Anti-freeze mixtures shall not be included in the mortar. Install masonry when the outside temperature is above 40 degrees F unless provisions are made to protect the mortar, bricks and finished work from frost by heating and enclosing the work with tarpaulins or other suitable material. ENGINEER's decision regarding the adequacy of protection against freezing shall be final.

2. Construct channels and shelves of brick and concrete as shown on the Drawings and as specified in FDOT standards. Brick lined channels shall correspond in shape with the lower half of the pipe. Set shelf elevation at crown of highest pipe and slope 1-in/ft to drain toward the flow through channel. Construct brick surfaces exposed to sewage flow with nominal 2-in by 8-in face exposed (i.e. bricks on edge).

D. Setting Manhole Frame and Cover

1. Set manhole covers and frames in a full mortar bed. Utilize bricks or precast concrete grade rings, a maximum of 8-in thick, to assure frame and cover are set to the finished grade. Set manhole frame and cover to final grade prior to placement of permanent paving.

E. Dampproofing

1. Paint outer surfaces of precast and cast-in-place manholes and structures with two coats of bituminous dampproofing at the rate of 30 to 60 sq ft per gallon, in accordance with manufacturer's instructions.

3.02 LEAKAGE TESTS

A. Test each manhole for leakage. ENGINEER shall observe each test. Perform exfiltration test as described below:

B. Assemble manhole in place; fill and point all lifting holes and exterior joints within 6-ft of the ground surface with an approved non-shrinking mortar. Test prior to placing the shelf and invert and before filling and pointing the horizontal joints below 6-ft of depth. Lower ground water table below bottom of the manhole for the duration of the test. Plug all pipes and other openings into the manhole and brace to prevent blow out.

C. Fill manhole with water to the top of the cone section. If the excavation has not been backfilled and no water is observed moving down the surface of the manhole, the manhole is satisfactorily water-tight. If the test, as described above is unsatisfactory as determined by the ENGINEER, or if the manhole excavation has been backfilled, continue the test. A period of time may be permitted to allow for absorption. Following this period, refill manhole to the top of the cone, if necessary and allow at least 8 hours to pass. At the end of the test period, refill the manhole to the top of the cone again, measuring the volume of water added. Extrapolate the refill amount to a 24-hour leakage rate. The leakage for each manhole shall not exceed one gallon per vertical foot for a 24-hour period. If the manhole fails this requirement, but the leakage does not exceed three gallons per vertical foot per day, repairs by approved methods may be made as directed by the ENGINEER. If leakage due to a defective section of joint exceeds three gallons per vertical foot per day, the manhole shall be rejected. Uncover the rejected manhole as necessary and to disassemble, reconstruct or replace it as directed by the ENGINEER. Retest the manhole and, if satisfactory, fill and paint the interior joints.

D. No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs, absorptions, etc. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete.

E. An infiltration test may be substituted for an exfiltration test if the ground water table is above the highest joint in the manhole. If there is no leakage into the manhole as

determined by the ENGINEER, the manhole will be considered water-tight. If the ENGINEER is not satisfied, testing shall be performed as described hereinbefore.

F. Leakage Tests for Structures

1. The ENGINEER will visually inspect structure(s) for possible leaks before backfilling of structures is allowed. Seal all joints to the satisfaction of the ENGINEER.

2. The ENGINEER may require an exfiltration test as described for manholes on any structure for which he/she deems the test appropriate.

3.03 CLEANING

A. Thoroughly clean all new manholes of all silt, debris and foreign matter of any kind, prior to final inspections.

END OF SECTION

SECTION 02740
BYPASS PUMPING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section consists of providing all labor, equipment, material and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The Contractor shall be prepared to bypass pump sewage as part of his operations. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the Engineer. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

For manual operation of pump stations, the Contractor shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.

For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The Contractor shall submit a written plan describing his means and methods for flow control and bypass pumping to the Engineer for review.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 PLUGGING AND BLOCKING

A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations, the flow through the line being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

When pumping and bypass pumping is required, as determined by the Engineer, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, the engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

When flow in a sewer line is plugged, blocked or bypassed by the Contractor, sufficient precautions shall be taken to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the Contractor shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and shall be responsible for any damage resulting from the flow control operations.

When flow in a sewer line is plugged or blocked by the Contractor, conditions upstream of the plug shall be monitored by the Contractor's representative and the Contractor shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter, which is bypass pumped from the sewer collection system, shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.

Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked or otherwise deposited to the open environment as a result of the Contractor's flow control operations, the Contractor shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The Contractor shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the Owner.

END OF SECTION

SECTION 02745B
MANHOLE AND WETWELL REHABILITATION

PART 1 - GENERAL

1.01 This specification defines the method and material for the rehabilitation of sanitary sewer structures, utilizing a spray applied calcium aluminate cementitious structural rehabilitation system. The purpose of this project is to obtain a dense and durable concrete lining that is resistant to biosulfuric acid attack and meets the strength requirements described elsewhere in this specification. The work covered in this specification consists of furnishing all labor, equipment, materials, and supervision necessary to accomplish the rehabilitation as specified. When complete, the rehabilitated structure shall:

A. Provide for a uniformly smooth surface of specified thickness.

B. Minimize sources of inflow/infiltration.

C. Provide a service life that is supported by documented test analysis.

1.02 CONTRACTORS SEQUENCE OF OPERATION

The Contractor's sequence of operation relative to structural rehabilitation shall include, but not be limited to the following:

A. Eliminate all sources of groundwater infiltration and voids in walls.

B. Provide a clean, rough sub-surface sufficiently prepared in accordance with the **International Concrete Repair Institute (ICRI***), Guideline No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays*; insure all surfaces are clean and free of laitance or loose material using high pressure water spray (min 3500 psi) or wet or dry sandblasting.

C. Rehabilitate all interior surfaces including walls, ceilings and floors, in accordance with specification and nature of the sub-surfaces.

D. Provision to "cure" the installed lining material.

E. Provision to "test" lining and structural rehabilitation materials.

1.03 SUBMITTALS

A. The Contractor shall furnish detailed and complete data pertaining to surfaces of the structure to be rehabilitated, the rehabilitation product, surface preparation and installation to the Engineer for approval. The submission of this data shall be made in a timely manner to prevent project delay. At the request of the Engineer, the Contractor shall test for adverse chemical conditions that may hinder overall product performance.

B. Prior to initiating the work, the Contractor shall submit specific technical data with complete physical properties of the structure to be rehabilitated and the product to be used in the rehabilitation of the structure, as well as a specific plan for sub-surface preparation.

C. A certificate of "Compliance with Specifications" shall be furnished for all materials supplied.

D. A Work Plan and Safety Plan. It is the Contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.

PART 2 - PRODUCTS

2.01 MATERIALS

A. SewperCoat furnished under this specification shall be a prepackaged mortar mix, including all cement, aggregates, and any required additives. It is the intent of this specification that the Contractor only be required to add the proper amount of potable water so as to produce concrete suitable for pneumatic application. Typical package weights shall not be less than fifty pounds (50lbs.) and shall be identical for all material furnished on this project.

B. The chemical composition of the cement portion, as well as the aggregates of the mortar mix, shall be as follows:

$A1_2O_3$	CaO	$FeO + Fe_2O_3$	SiO_2
39-44%	35-39%	9-14%	5-7%

C. The design properties of the mortar mix shall be as follows:

Comprehensive Strength (ASTM C495)	>7,000 psi >9,000 psi	24 hours 28 days
Flexural Strength (ASTM C293)	>1,200 psi >1,400 psi	24 hours 28 days
Splitting Tensile Strength (ASTM C496)	>800 psi	24 hours
Bond Strength/Slant Shear (ASTM C882)	>1,600 psi	28 days
Shrinkage at 28 days (ASTM C596)	<0.06 cured @ 90% relative humidity	
Freeze/Thaw after 300 Cycles (ASTM C666)	No visible damage after 300 cycles	

D. The mortar mix shall be SewperCoat as manufactured by Lafarge Calcium Aluminates.

E. Mortar mix must have at least five (5) years of successful performance in similar applications and be supplied by an ISO 9002 manufacturer.

F. In addition, the mortar mix shall be designed to withstand long-term exposure to a bacterially corrosive hydrogen sulfide environment that may be expected to produce a pH of 1 on normal Portland Cement concrete or typical brick and mortar surfaces.

G. Water used in mixing shall be fresh, clean, potable water, free from injurious amounts of oil, acid, alkali, vegetable, sewage and/or organic matter. Water shall be considered as weighing 8.34 pounds per gallon.

H. Mortar mix shall be stored with adequate provisions for the prevention of absorption of moisture. It shall be stored in a manner that will permit easy access for inspection and identification of each shipment.

PART 3 - EXECUTION

3.01 SAMPLING AND TESTING

A. A recognized independent testing laboratory shall test mortar materials used on the project. The Manufacturer, instead of an independent laboratory, may test project sample specimens, provided the Owner, Engineer, and Manufacturer are in agreement of this testing method prior to project commencement. Specific materials recommended by the Engineer shall then be tested.

B. The cost of sampling and testing of the mortar mix during placement and the surface to which it is applied shall be born by the Contractor. Certified test reports and certificates, when so directed, shall be submitted in duplicate to the Engineer and to such other agencies or persons the Engineer may designate.

C. Any materials failing to meet the requirements of these specifications shall not be incorporated into the work plan.

3.02 QUALIFICATIONS OF WORK CREW

A. Prior to project commencement, the Contractor must satisfy the Engineer that all Contractor's work crew personnel have performed satisfactory work in similar capacities elsewhere for a sufficient period of time to be fully qualified to properly perform the work in accordance with the requirements of the related specifications.

B. Foreman shall have at least four (4) years experience with similar work and project conditions. The nozzlemen shall be qualified by having had similar work experience.

C. Project responsibilities prior to application of SewperCoat shall include the following:

1. Ensure all sub-surfaces are clean and free of laitance or loose materials.

2. Ensure that the overhead sub-surfaces have been prepared to a minimum degree of roughness designated as **CSP 4** by the **International Concrete Repair Institute (ICRI)** Guideline *No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.* This reference document explains the means and methods of achieving the minimum designated degree of roughness. The contractor should consider utilizing a higher standard depending upon the surface conditions.

3. Ensure that sub-surfaces other than overhead have been prepared to a minimum degree of roughness designated as **CSP 3** by the **International Concrete Repair Institute (ICRI)** *Guidelines No. 03732 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.* This reference document explains the means and methods of achieving the minimum designated degree of roughness. The Contractor should consider utilizing a higher standard depending upon the surface conditions.

4. Ensure the operating air pressure is uniform and provides adequate nozzle velocity for proper compaction.

5. Continuously regulate the water content so that the applied materials consistently achieve proper compaction with a low percentage of rebound and no visible "sag".

6. Ensure that the installation equipment nozzle is held at the proper distance away from and as nearly perpendicular to the prepared sub-surface as the working conditions will permit to secure maximum material compaction with minimum rebound and no visible "sag".

7. Follow a sequence routine that will fill corners with adequately compacted material applied at a maximum practicable layer thickness.

8. Determine necessary operating procedures for placement in confined spaces, extended distances or around unusual obstructions where placement velocities and mix consistency may need to be adjusted.

9. Direct the crew as to when to start and stop the flow of materials during installation and to immediately stop all work when material is not arriving uniformly at the nozzle.

10. Ensure that slough pockets are removed and prepared for installation of replacement material.

11. Bring the installed materials to established finished elevation in a neat and timely manner and within established tolerances.

D. Applicator's job foreman shall operate the pneumatic mixing/placing equipment and direct the work of mixing crew personnel. Applicator's work crew shall also maintain proper line pressures throughout the pneumatic mixing/placing equipment to ensure the necessary consistent nozzle velocity. Applicator's work crew shall further see that all material fed to the nozzle is uniformly fed through this equipment.

PART 4 - CONSTRUCTION METHODS

4.01 SURFACE PREPARATION

A. To ensure sufficient bond, all sub-surfaces shall be cleaned and prepared to a degree of roughness as described in Section 1.02 of this specification. Sub-surfaces shall also be thoroughly moistened with water prior to the application of the lining materials. In no instance shall shotcrete be applied in an area where running water exists. It is the intent of this specification that the existing surface be saturated just prior to installation.

B. If applying to new concrete, the same criteria for sub-surface cleanliness, roughness, and saturation are applicable.

C. All surfaces to be lined shall be saturated with water just prior to lining materials application. If saturation does not occur naturally, it can be accomplished by presoaking all sub-surfaces for a minimum of 24 hours immediately prior to the application of the lining materials.

4.02 OPERATIONS

A. The Contractor shall provide all equipment necessary to individually gauge, control, and monitor the actual amounts of all component materials necessary to complete the lining installation. The type of equipment and methods used to gauge, control, and monitor component materials shall be subject to approval by the Engineer and Manufacturer.

B. All lining materials shall be thoroughly mixed by mechanical means to ensure all agglomerated particles are reduced to original size or removed prior to placement into the application equipment (i.e., the hopper). Each batch of material should be entirely discharged before recharging with fresh material. Mixing equipment shall be cleaned at regular intervals to remove all adherent materials.

C. The addition of water to the mix shall be in strict accordance with the Manufacturer's recommendations.

D. Re-mixing or tempering shall not be permitted. Rebound materials shall not be reused.

4.03 PROTECTION OF ADJACENT SURFACES

A. During the process of the work, adjacent areas or grounds which may be permanently discolored, stained or otherwise damaged by dust and rebound material, shall be adequately protected and, if contacted, shall be cleaned by early scraping, brushing or washing as the surroundings permit.

4.04 INFLOW AND INFILTRATION PREVENTION

A. If inflow or infiltration is observed within the structure after surface preparation is complete, a rapid setting crystalline enhanced hydraulic cement product specifically formulated for infiltration control shall be used to stop minor infiltration flows in accordance with the manufacturer's recommendations. The material shall meet the following strength requirements:

Compressive Strength (ASTM C597B)	600 psi 1000 psi	(24 hours) (7 days)
Bond Strength (ASTM C321)	30 psi 80 psi	(1 hour) (1 day)

B. The material shall be Preco Plug, Octocrete, Burke Plug or Engineer approved equal. Where infiltration flows are more severe, pressure grouting may be required. The material for pressure grouting shall be Avanti A-220, DeNeef or Engineer approved equal installed in accordance with the manufacturer's written instructions.

C. All materials, labor, equipment, and incidentals required to correct inflow and infiltration conditions will be considered incidental to rehabilitation.

4.05 APPLICATION OF MATERIALS

A. SewperCoat shall not be applied to a frozen surface or a surface that may freeze within 24 hours of application. Frozen conditions shall be defined as ambient temperatures of 32 degrees Fahrenheit or below.

B. Sequence of application may be from bottom to top or vice versa if rebound is properly removed.

C. Application shall be from an angle as nearly perpendicular to the surface as practicable, with the nozzle held at least one (1) foot from the working sub-surface (except in confined control). If the flow of material at the nozzle is not uniform and slugs, sand spots, or wet sloughs result, the nozzleman shall direct the nozzle away from the work until the faulty conditions are corrected. Such defects shall be replaced as the work progresses.

D. Application shall be suspended if:

1. Air velocity separates the cement from the aggregate at the nozzle.

2. Ambient temperature approaches freezing and the newly placed SewperCoat cannot be protected and insulated.

E. The time interval between successive layers of material application must be sufficient to allow "tackiness" to develop but not final set. If final set does occur, this surface shall be prepared in accordance with Section 1.2 of this document in order to provide a sufficient bond with succeeding applications.

F. Construction joints within a manhole shall be avoided. In the event a construction joint is necessary and approved by the Engineer, it shall be sloped off to a thin, clean, regular edge, at a forty-five (45) degree angle. Prior to placement of the adjoining materials, the sloped portion and adjacent applied material shall be thoroughly cleaned as necessary, then moistened and scoured with an air jet.

G. Nozzleman shall bring the material to an even plane and to well formed corners.

H. After the body coat has been placed, the surface shall be trued with a thin-edge screed to remove high areas and expose low areas. Low areas shall be properly filled with additional material to insure a true, flat surface.

4.06 CURING

A. If the material has been applied and furnished in accordance to the specification, and it has been determined that the environment is not moist enough for natural curing, the Contractor will be required to apply a curing compound to all coated surfaces. Curing compound shall meet the requirements of ASTM C309 and have the approval of the lining material Manufacturer and the Engineer prior to use.

Moist curing may also be used in lieu of curing compound. If moist curing is selected, it should be implemented just after the notice of uniform heat generation of the installed lining. Moist curing can consist of the use of soaker hoses, water sprinklers, or vapor/misting machines. Regardless of delivery method, moist curing should continue for a minimum of eighteen (18) hours.

END OF SECTION

SECTION 02764

TELEVISION INSPECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Each designated section shall be visually inspected during sealing operations by means of a closed-circuit television. The inspection will be done one section at a time and the section being inspected will be suitably isolated from the remainder of the sewer line as required.

B. Video recordings shall be made of the television inspections and both copies of the recordings and printed inspection logs shall be supplied to the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

A. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500 line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer. The Lighting System shall minimize reflective glare.

PART 3 EXECUTION

3.01 PERFORMANCE

A. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire manhole section, the Contractor shall re-set up his/her equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, the Contractor shall remove the obstruction by excavation and replacement of that section of pipe as specified herein.

B. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure that good communications exist between members of the crew.

C. The accuracy of the measurements cannot be stressed too strongly. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement meters will be accurate to two tenths of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.

D. Documentation of the television results shall be as follows:

1. Television Inspection Logs

    a. Printed location records shall be kept by the Contractor and will clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, other data of significance including the locations of building and house service connections, along with an estimation of infiltration from such services, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion and other discernible features will be recorded and a copy of such records will be supplied to both the Owner and the Engineer.

2. Video recordings of the data on the television monitor shall be made by the Contractor copies of which, in a VHS format, shall be provided to the Owner.

END OF SECTION

SECTION 02769

CURED-IN-PLACE PIPE LINER

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install and test cured-in-place pipe (CIPP) lining and appurtenances complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Sewer line [and manhole] cleaning is included in Section [_____].

B. Television Inspection of pipelines is included in Section [_____].

C. Maintenance of sewage flows is included in Section [_____].

1.03 SUBMITTALS

A. Submit, in accordance with Section 01300, the following:

1. Shop drawings and schedules of all CIPP liner and appurtenances required. Design data and specification data sheets listing all parameters used in the liner design and thickness calculations based on ASTM F1216 and D2412 for fully deteriorated pipe. All CIPP liner design calculations shall be sealed and signed by a registered professional engineer.

2. Detailed procedure for installing the liner.

3. The name of the liner manufacturer and the location of the facility where the liner was manufactured.

4. Certified test reports from the manufacturer that the liner for this Contract was manufactured and tested in accordance with the ASTM Standards specified herein.

1.04 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)

1. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

2. ASTM D2412 - Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

3. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

B. Where reference is made to one of the above standards, the revision in effect at the time of the bid opening shall apply.

1.05 QUALITY ASSURANCE

A. The Contractor performing the lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. Submit the following information for review and approval at the time of bid submittal:

1. The number of years of experience in performing pipe lining projects.

2. The name of the lining manufacturer and supplier for this work and previous work listed below. The Contractor shall be an approved installer as certified and/or licensed by the liner manufacturer.

3. A list of municipal clients that the Contractor has performed this type of work for without defects or performance problems.

a. The list shall contain names and telephone numbers of persons to be called to verify previous satisfactory performance.

b. A full description of the actual work performed.

c. The list of municipal clients and description of projects shall include the approximate liner footage (lf) of lining work completed. Provide a sufficient number of references to total 50,000 lf or more of lining work completed to date.

B. The Contractor shall also be capable of providing crews as needed to complete the work without undue delay and shall begin work within [7] days from authorized notice to proceed.

C. The Owner shall approve or disapprove the Contractor and/or manufacturer based on the submitted information and a follow up interview.

D. The CIPP liner shall be provided by a single manufacturer. The supplier shall be responsible for the provision of all test requirements specified herein as applicable. In addition, all liner to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory provided by the Owner, at his own expense. The Contractor shall require the manufacturer's cooperation in these inspections. The cost of plant inspection will be the responsibility of the Owner.

E. Inspection of the liner may also be made by the Engineer or other representative of the Owner after delivery. The liner shall be subject to rejection at any time on account of failure to meet any of the requirements specified, even though sample liner may have been accepted as satisfactory at the place of manufacture. Liner rejected after delivery shall be marked for identification and shall be removed from the job site at once.

1.06 SYSTEM DESCRIPTION

1.07 DELIVERY, STORAGE AND HANDLING

A. Care shall be taken in shipping, handling and storage to avoid damaging the liner. Extra care shall be taken during cold weather construction. Any liner damaged in shipment shall be replaced as directed by the Engineer.

B. Any liner showing a split or tear, or which has received a blow that may have caused damage, even though damage may not be visible, shall be marked as rejected and removed at once from the job site.

C. The liner shall be maintained at a proper temperature in refrigerated facilities to prevent premature curing at all times prior to installation. The liner shall be protected from UV light prior to installation. Any liner showing evidence of premature curing will be rejected for use and will be removed from the site immediately.

1.08 PROJECT/SITE REQUIREMENTS

1.09 MAINTENANCE]

1.10 GUARANTEE

A. All lining work shall be fully guaranteed by the Contractor and manufacturer for a period of [1] year from the date of acceptance. During this period, all serious defects discovered by the Owner shall be removed and replaced in a satisfactory manner at no additional cost to the Owner. The Owner may conduct an independent television inspection, at his own expense, of the lining work prior to the completion of the [1] year guarantee period.

PART 2 PRODUCTS

2.01 MATERIALS

A. The liner shall be by Insituform; InLiner [or equal].

B. The liner shall be composed of tubing material consisting of one or more layers of a flexible non-woven polyester with or without additives such as woven fiberglass or other fibers. The felt tubing shall be impregnated with a thermosetting polyester resin and catalyst, vinyl ester and catalyst or epoxy resin and hardener. The liner material and resin shall be completely compatible. The outside layer of the tube shall be coated with an impermeable material compatible with the resin and fabric.

C. The liner shall be capable of fitting into irregularly shaped pipe sections and through bends and dips within the pipeline.

D. The liner shall be able to cure in the presence of water at a temperature of 180 degrees F or less.

E. When inverted and cured the liner shall form a continuous, tight fitting, hard, impermeable liner which is chemically resistant to chemicals found in domestic sewage.

F. The liner shall be chemically resistant to trace amounts of gasoline and other oil products commonly found in municipal sewerage and soils adjacent to the sewer pipe to be lined.

G. The liner shall be fabricated to a size that when reformed will tightly fit the [sewer] being rehabilitated. Allowance for longitudinal and circumferential expansion shall be taken into account when sizing and installing the liner. All dimensions shall be field verified by the Contractor prior to delivery of the liner. Field measurements shall be used to ensure maximum closure between the new liner and the existing [sewer] [drain] pipe.

H. The application of the resin to the felt tubing (wet-out) shall be conducted under factory conditions and the materials shall be fully protected against UV light, excessive heat and contamination at all times.

I. The length of the liner shall be the length deemed necessary by the Contractor to effectively carry out the insertion of the liner and sealing of the liner at the outlet and inlet manholes. The required length of liner shall be verified in the field by the Contractor prior to fabrication.

J. The liner shall be designed, fabricated and installed for the actual conditions encountered for this application and shall comply with the following minimum conditions:

1. Temperature: 40 to 150 degrees F

2. Maximum long term deflection: 5 percent

3. The liner shall be designed to support all loads produced by backfill (120 lbs/sq ft), traffic (H-20) and a hydrostatic loading from groundwater elevation at grade.

4. The liner shall be watertight.

K. The cured liner shall have the following minimum structural properties:

Property	Test Method	Minimum Standard
Flexural Strength	ASTM D790	4,500
Flexural Modulus	ASTM D790	250,000

PART 3 EXECUTION

3.01 INSTALLATION

A. Clean each length of pipe to be lined and dispose of any resulting material as specified in Section [02650], Sewer [and Manhole] Cleaning.

B. Conduct a videotaped color television inspection of each length of pipe to be lined in accordance with Section [02651].

C. Dye test all service connections prior to lining to determine all active service connections. A list of all service connections to be abandoned as part of the work shall be submitted to the Engineer for approval. The compiled list will include information on location of each service connection to be abandoned based on the television inspection logs.]

D. All service connections protruding into the sewer to be lined shall be cut or ground down so as to be flush with the pipe to be lined prior to liner installation.

E. The Contractor shall provide bypass pumping of sewage flows in accordance with Section [_____].

F. Notify all property owners who discharge sewage directly into the sewer to be lined that their sewage service will be discontinued while the liner is being installed. Notify each affected

property owner at least [72] hours in advance of commencement of the work, giving the date, start time and time when service will be completely restored. [Also provide a telephone number which property owners can call for information during the work].

G. Furnish and install the liner in the full length of sewer as shown on the Drawings. The installation of the liner shall be in complete accordance with the applicable provisions herein and the manufacture's installation requirements.

H. For each length of liner installed, remove specimens of at least 24-in length for testing of flexural properties. The specimens shall be cut from a section of installed and reformed liner at an intermediate point or the termination point of the installation.

I. All cutting and sealing of the liner at manhole connections shall provide watertight pipe and manhole trough seals.

J. Reopen all of the existing active service connections in each length of sewer following reformation and cooling of the liner. The service connections shall be reopened from inside the sewer by means of a television camera controlled cutting device appropriate for the liner material and the rehabilitated sewer pipe. All of the liner penetrations or openings shall be watertight.

K. Following installation of the liner and reopening of the service connections, conduct a final videotaped color television inspection of the completed work. Copies of these tapes and the videotapes made prior to the liner installation shall be submitted to the Engineer for approval and shall be retained by the [Owner] [Engineer].

3.02 FIELD TESTING AND ACCEPTANCE

A. Field acceptance of the liner shall be based on the Engineer's evaluation of the installation including TV videotapes and a review of certified test data for the installed pipe samples.

B. Groundwater infiltration of the liner shall be zero.

C. All service connections shall be open, clear and watertight.

D. There shall be no evidence of splits, cracks, breaks, lifts, kinks, delaminations or crazing in the liner.

E. If any defective liner is discovered after it has been installed, it shall be removed and replaced with either a sound liner or a new pipe at no additional cost to the Owner.

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer.
Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Fleet Management		
Subject:	Monitoring Services of Fuel Wells		
Summary:	In FY 2022, during monthly fuel island inspections performed by the City's fuel site contractor, it was discovered there was a potential leak at the diesel sump dispenser. In December 2022, (requisition 2300303) in conjunction with the City's fuel site contractor, JSP Enterprises, G&S Good Environmental, Inc. was contracted to perform a site inspection and install 4 shallow groundwater monitoring wells at a 12-foot depth, collect groundwater samples in accordance with Florida Department of Environmental Protection (FDEP) protocols, and submit groundwater samples to an approved laboratory to be analyzed by the Environmental Protection Agency (EPA) method 8260, 8270, EDB, total lead and FL-Pro in accordance with Chapter 62-770 FAC, Petroleum Contamination Site Cleanup Criteria. The site assessment report confirmed a leak at the diesel sump dispenser. In May 2023, it was determined by correspondence between G&S Good Environmental, Inc. 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. This item provides notification of the City's use of G&S Good Environmental, Inc. for site assessment and monitoring well installation and sampling to determine if the soil contamination has naturally attenuated and the groundwater at the Fleet Operations Fuel Island has not been impacted to determine if the petroleum discharge can receive a "no further action" to satisfy FDEP permit requirements. Services by G&S Good Environmental, Inc. have exceeded the $25,000 threshold and this memo serves as public notice.		

Financial Impact:	Included in Fiscal Year 2023 - 2024 budget. There are sufficient funds for this item in the Fleet Operation budget.
Citizen Impact:	Water Quality & Environment - Other
Recommended Action (Staff, Advisory Board and/or Other):	This item serves as public notice of the City's use of G&S Good Environmental. Inc. for monitoring services subject to budget appropriations.
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325
Attachments:	
Approval:	Kelly McGuire, Finance Director 4/19/2024 Claire Whitley, Assistant City Manager 4/24/2024 Joyce Shanahan, City Manager 4/30/2024

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	2024 Floodplain Management Annual Progress Report		
Summary:	Attached is the annual progress report on the status of the Integrated Floodplain Management Plan implementation which is required to continue participation in the National Flood Insurance Program (NFIP). This annual progress report also fulfills the Community Rating System (CRS) criteria, which qualifies Ormond Beach property owners in floodplains for reduced rates on flood insurance.		
Financial Impact:	There is no financial impact as a result of this disposition item.		
Citizen Impact:	The City is a CRS community and is currently rated as a 5, which provides a 25% flood insurance discount to policy holders. The City is able to receive additional CRS points by participating in the development of the Volusia Co. Integrated Floodplain Management Plan to reduce flood damage, strengthen and support the NFIP insurance aspects, and encourage a comprehensive approach to flood management.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends acceptance of the 2024 update to the Annual Floodplain Management Plan Progress Report.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		
Attachments:	1. 2024 Integrated FMP Annual Progress Report 2. 2024 MJ PPI Annual Progress Report		
Approval:	Kelly McGuire, Finance Director 4/10/2024		

	Claire Whitley, Assistant City Manager	4/23/2024
	Joyce Shanahan, City Manager	4/30/2024

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

To: Mayor Partington and City Commissioners

Thru: Steve Spraker, Planning Director

From: Robin Gawel, Senior Planner, CRS Coordinator

Subject: Floodplain Management 2024 Annual Progress Report

Date: April 2, 2024

Background

Staff has prepared this report for submittal for continued certification under the FEMA National Flood Insurance Program (NFIP) Community Rating System (CRS) program. The NFIP provides federally supported flood insurance in communities that regulate development in floodplains. The City of Ormond Beach voluntarily participates in the NFIP Community Rating System (CRS) program which qualifies property owners in floodplains for reduced rates on flood insurance. Under the CRS, flood insurance premiums are discounted to reward community actions that: 1) Reduce flood damage to insurable property through planning and outreach; 2) strengthen and support the insurance aspects of the NFIP; and 3) encourage a comprehensive approach to floodplain management. FEMA recognizes Ormond Beach as a Class 5 CRS community which means that new and renewed flood policies may qualify for a 25% discount.

Floodplain Management Plan

The Volusia County Integrated Floodplain Management Plan follows the format and outline of the CRS requirements and is integrated with the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS) recently updated in 2020. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide individual jurisdictional plans.

The City has been a participant in the Volusia County Local Mitigation Strategy (LMS) initiative since 1998. The LMS was created and adopted to more effectively plan disaster related responses and provide mitigation initiatives designed to reduce hazards and/or to protect people and property when hazards do occur. The Volusia County Multi-Jurisdictional LMS recently was updated and found in compliance with the federal hazard mitigation planning standards. On May 12, 2020, by Resolution 2020-45, the City Commission formally adopted the five-year update of the Volusia County LMS which includes the Volusia County Integrated Floodplain Management Plan and the County's Flood Response Plan.

To continue participation in the NFIP and fulfill the CRS criteria, an annual progress report on the status of the project implementation is required. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided.

Availability

Copies of the 2020 Volusia County Multi-Jurisdictional LMS and this report can be obtained from the City of Ormond Beach Planning Department or on the City of Ormond Beach Floodplain Management website http://www.ormondbeach.org/index.aspx?nid=243. In addition, this report is being provided to the City of Ormond Beach Commission on May 7, 2023 and as a public document will be posted to the City of Ormond Beach website and copied to local media.

Status of Plan Implementation

The 2020 Volusia County Multi-Jurisdictional LMS was updated and found in compliance with the federal hazard mitigation planning standards. The City Commission formally adopted the five-year update of the Volusia County LMS which included the Floodplain Management Plan (FMP) pertaining to the City and the County's Flood Response Plan. There are eight countywide goals adopted in the Integrated Floodplain Management Plan and nine separate objectives established by the City to minimize the effects of flood events in the City of Ormond Beach, with the status of each goal and objective's implementation provided:

Status of Integrated Floodplain Management Goals and Objectives	
Goal	**Status**
Countywide Goal 1: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain; **City Objective 1**: Protect human life and health; **City Objective 2**: Minimize or eliminate property damage; and **City Objective 3**: Minimize the need for future expenditure of public money for costly flood control response to and recovery from flood events.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, and the provisions of the Land Development Code which require water quality treatment volume, runoff attenuation, and compensating storage volume for fill planned to be placed inside the Special Flood Hazard Area. **(On-going)**
Countywide Goal 2: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provide assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems; **Countywide Goal 3**: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. **City Objective 7**: Ensure that potential buyers are notified that property is in an area of special flood hazard; and **City Objective 8**: Require the use of appropriate construction practices in order to prevent or minimize future flood damage.	Accomplished through the City's mapping information provided on the website http://www.ormondbeach.org/index.aspx?nid=243, flood protection reference materials available in the Planning Department or City Island Library and distribution of flood information **(On-going)**. Additionally, the City updated the Program for Public Information (PPI) with 10 other Volusia County CRS communities. The PPI plan is a countywide public outreach program to promote awareness of flood issues. On January 5, 2021, the City Commission adopted the Volusia Multi-Jurisdictional Program for Public Information Plan. The adopted plan is a 5-year update to the outreach projects and measurable outcomes through a detailed analysis. On February 9, 2024, the Multi-Jurisdictional PPI Committee held its annual evaluation meeting regarding the Plan and any need for revisions. A data analysis was conducted and some new recommendations were made to modify the outreach objectives and measurements (see attached Program for Public Information Annual Report). **(On-going)**

Status of Integrated Floodplain Management Goals and Objectives	
Countywide Goal 4: Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding; **Countywide Goal 5**: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems; **Countywide Goal 6**: Utilize "Volusia Prepares" Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects; **Countywide Goal 7**: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts; and	The City was awarded FEMA funding to elevate the residence in the Thompson Creek flood area. (**Completed 2011)** Also, the City was awarded multiple FEMA grants for a combination of mitigation projects for the Laurel Creek drainage basin area to interconnect Central Park lakes 1-5 to Laurel Creek, reconstruct Hand Avenue, install a new drainage system to reduce flooding frequency, implement a system to drawdown more rapidly during extreme events using a pump station with an associated treatment pond and force main to the Halifax River. Also, Continuous Monitoring and Adaptive Control (CMAC) Technology was installed to control the lake levels. (**Completed January 2014)** The City Commission adopted the City's Stormwater Master Plan on March 21, 2023. The plan identifies additional initiatives to alleviate flooding. (on-going**)** A Hazard Mitigation Grant Program award was received for replacing existing non-impact windows and doors at the Ormond Beach City Hall, Police Department, Fleet Operations, Public Works and Performing Arts Center. These five facilities which are vital before, during, and after a storm event are required to be protected so daily City operations are not impacted. **(completed February 2023)** Hazard Mitigation Grant Program (HMGP) funding for Hurricane Ian and Nicole were announced for 2023. The LMS met on March 22, 2023 to rank the countywide projects. The city ranked the following top two projects for funding: 1. Fleming Avenue Pump Station to discharge to Halifax River– "shovel ready" and cost effective. Total estimated cost: $12,561,200. 2. Generators for Fire Stations 92 and 93 to ensure continuity of operations – Total estimated cost: $250,000. Also, the Flood Mitigation Assistance (FMA) funding for 2023 was applied for the following projects; 1. Elevate and retrofit four homes in flood prone area. 2. Acquisition, demolition, and open space preservation of 1 home in flood prone area.

Status of Integrated Floodplain Management Goals and Objectives	
Countywide Goal 8: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired).	The City adopted the 2020 Volusia County Multi-Jurisdictional LMS on May 12, 2020 which now includes the 2018 Volusia County Integrated Floodplain Management Plan. **(Completed)**
City Objective 4: Minimize unnecessary disruption of commerce, access and public service during times of flooding.	The City adopted the 2020 Volusia County Multi-Jurisdictional LMS which now includes the Volusia County Flood Warning Program. This program is designed to assist residential and business owners to know when a potential flood threat is imminent and be able to take the necessary precautions to protect their property. Also, City staff participates in countywide multi-agency emergency preparedness and post disaster recovery training to minimize unnecessary disruption. **(On-going)**
City Objective 5: Minimize damage to public and private facilities and utilities located in areas of special flood hazard.	The Public Works Department continues to perform proactive and reactive drainage maintenance cleaning, street sweepings and drainage system rehabilitation such as storm pipe linings within the City throughout the year. Additional drainage maintenance activities have and will be performed prior to any natural disaster (hurricane/tropical storm). Public Works keeps a detailed log identifying areas within the City that are inspected and cleaned. This ensures that every City-owned or maintained drain, ditch, and canal functions as efficient as possible. **(On-going)**
City Objective 6: Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; **City Objective 9**: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.	Achieved through Ormond Beach Floodplain Management Ordinance, City Code of Ordinances, building permitting process, drainage system maintenance and stormwater management plans. **(On-going).** Effective October 1, 2023, the City is now recognized as a Community Rating System Class 5. Flood insurance premiums for most NFIP policies will qualify for a 25% discount issued or renewed on or after October 1, 2023.

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

Community Rating System (CRS) Program for Public Information (PPI)

2024 Annual Evaluation Report

The **Program for Public Information** is an ongoing public information effort to design and transmit the messages that the communities determine most important to its flood safety and the protection of its floodplains' natural functions.

1. **Date of the Annual PPI committee meeting for this evaluation:** February 9, 2024

2. **List of committee members that attended the annual PPI committee meeting above:** Daytona Beach Shores, Daytona Beach, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ormond Beach, Ponce Inlet, Port Orange, South Daytona, Unincorporated Volusia County

3. **List the Priority audiences for your community:**
   - **A.** General Public
   - **B.** Residents with Structures in the Special Flood Hazard Area
   - **C.** Repetitive Loss Areas
   - **D.** Real estate, lending and insurance companies
   - **E.** New residents/property owners

4. **List the Topics and associated messages with the desired outcomes for each message:**

PPI Messages	Desired Outcome
A: Know your risk of flooding. Finding out is easy!	A: More map information inquiries and flood determination requests.
B: Protect yourself and your property from the next flood with flood insurance.	B: Increase in the number of flood insurance policies.
C: Follow proper safety precautions and turn around, don't drown. Sign up for alerts @ https://www.volusia.org/services/public-protection/emergency-management/	C: No water rescues or police citations for ignoring barricades after a flood event. More citizens register for Everbridge.
D: Keep debris and trash out of streams and ditches.	D: Reduced number of calls related to stream obstruction.
E: Build responsibly. Get a permit before you build.	E: Decrease in number of code violations for not obtaining a building permit.
F: Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.	F: Water quality maintained.
G: You can protect your home investment by purchasing flood insurance.	G: Increased number of requests for flood insurance policies.

H: Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of dollars in damage.

H: Increase in the number of flood policies in the X zone.

I: Hire only licensed contractors who know the codes.

I: Fewer cases of unpermitted work.

5. List the projects in the PPI used to convey the above messages:

- **A.** Consolidated Flood Facts Brochure on all messages and handouts distributed in all community permitting offices. Messages A-I
- **B.** Consolidated Flood Facts Brochure on all messages and handouts distributed at branch libraries. Messages A-I
- **C.** Consolidated Flood Fact Brochure on all messages and handouts to Chamber of Commerce for display. Messages A-I
- **D.** Booths at countywide and citywide events. Messages A-I
- **E.** Presentations for countywide citizen and professional groups. Messages A-I
- **F.** Flood guide for flood hazard preparedness. Messages A-I
- **G.** Letter to Repetitive Loss Areas. Messages A-I
- **H.** Emergency Management presentations. Messages A-I
- **I.** COAD Hurricane Expo. Messages A-I
- **J.** CodeRED messages. Messages A-I
- **K.** Real estate, lending and insurance companies' letters. Messages A-I
- **L.** Ask Before You Buy brochure. Messages A, B, E, G, H, and I
- **M.** Councilman/Commissioner/Mayor letters. Messages A-I
- **N.** County Emergency Management presentation to Realtor Boards. Messages A-I

6. List which Projects were implemented for this reporting period:

- **A.** Consolidated Flood Facts Brochure sent to all properties in or near a Special flood Hazard area. Messages A-I.
- **B.** Consolidated Flood Facts Brochure at each community permitting office. Messages A-I.
- **C.** Consolidated Flood Fact Brochure at Libraries. Messages A-I
- **D.** Consolidated Flood Fact Brochure at Chamber of Commerce. Messages A-I
- **E.** Booths at countywide and citywide events. Messages A-H
- **F.** Presentations to several groups. Messages A-H
- **G.** Flood Guide to Special Flood Hazard Areas. Messages A-H.
- **H.** Letter to Repetitive Loss Areas. Messages A, B, D, G, H
- **I.** Emergency Management Presentation. Messages A-B
- **J.** Everbridge Messaging. Messages A-I
- **K.** Real estate, lending and insurance companies' letters. Messages A-I
- **L.** Ask Before You Buy Brochure. Messages ABEGHA, and I

M. Mayor's Letters. Messages B
N. Emergency Management Presentation to Real Estate Board. Messages A-B.
O. Door Hangers. Messages C

7. **List what progress was made toward the desired outcomes**:
   Listed below are the outcomes to Messages A-I in the PPI for the participating communities:
   A. More community flood zone inquiries/determinations. Homebuyers are exercising due diligence with property searches and continue to inquire about flood zones.
   B. Increase in the number of flood insurance policies. There is a significant decrease in overall flood insurance policies. Due to Risk Rating 2.0, all policies, whether in a Special Flood Hazard Area (SFHA) or not, are combined in one number per jurisdiction.
   C. No water rescues or police citations for ignoring barricades after a flood event. More citizens register for CodeRED. No major storm or flood related events occurred in 2023, therefore there was a significant decrease in water rescues throughout the county. Registrations for Everbridge are at an all time low. It was surmised this is due to a lack of trust after 4:00 am message sent by the State of Florida to all registered mobile devices.
   D. Reduced number of calls related to stream obstruction. Countywide, the reported calls have decreased.
   E. Decrease in number of code violations for not obtaining building permit. The trend shows a major increase countywide in code violations.
   F. Water quality maintained. Overall water quality has been maintained.
   G. Increase number of requests for flood insurance policies. Overall, there has been a decrease in the number of flood insurance policies.
   H. Increase the number of flood policies in the X zone. Due to Risk Rating 2.0, flood policies are no longer being tracked by zones. This message will need to be revised.
   I. Fewer cases of unpermitted work. Cases of unpermitted work has increased.

8. **List what should be changed (if anything).** This should include what messages, outcomes and projects should be revised or dropped and what new ones should be initiated. Below are Messages A-I analysis and recommendations:

   A. Know Your Risk of flooding.
   Analysis: The trend shows a significant increase in inquiries and flood determination requests countywide. Explanation for the trend includes:
   - There was a significant increase in homes sales and new construction. More property purchasers, real estate firms, and lenders needing flood determinations.
   - There are more new people in the area doing their due diligence before purchasing properties and are inquiring about elevation and flood determinations.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- Communities should educate their staff on logging information utilizing FEMA's log form.
- Communities need to update contact information on websites.

B. Protect yourself and your property from the next flood with flood insurance

Analysis: The flood insurance policies for both Special Flood Hazard Areas and Preferred Risk Policies in X zones show a declining trend. The Committee members discussed the following:

- An increase in cash buyers or those who do not live in a Special Flood Hazard Area are not required to purchase Flood Insurance.
- There may be more competitive private insurance premiums. However, homeowners may not understand the difference between private and NFIP regarding benefits and grants.
- The insurance data is not clear if policies for the influx of condominiums and apartment structures over single-family residences are counted.
- The trend may change due to possible changes with insurance companies, such as Citizens Insurance who require flood insurance on all policies regardless of their loan status.

Recommendations:

- The message in the PPI should continue to be disseminated to the property owners in the Special Flood Hazard Areas and repetitive loss areas.
- There is no need to focus on changing the messaging to those in the Special Flood Hazard areas regarding private versus FEMA NFIP Flood Insurance.

C. Follow proper safety precautions and turn around, don't drown. Sign up for alerts.

Analysis: The trend shows there is a significant decrease in the number of people signing up for Everbridge. There was a significant increase in the amount of water rescue or police citations reported. The Committee members discussed the following:

- The decrease in water rescues or police citations was largely due to the fact there were no major storms or flooding events in 2023.
- Communities agree that there is a lack of reporting procedures for water rescues or those who disregard barricades.
- There is a lack of trust with Everbridge due to a message that was sent in the early morning to everyone in the State of Florida as a "test message".

Recommendations:

- Continue messages in the PPI.

- Increase outreach opportunities to inform residents of safety measures during and after flooding events.
- Reeducate the public on Everbridge and come up with a multi-jurisdictional social media campaign to encourage residents to sign up.
- Provide outreach that focuses on safety practices, before and after a storm.
- Inquire with law enforcement and central dispatch on reporting procedures for violations regarding barricades or water rescue operations throughout the year.

D. Keep debris and trash out of streams and ditches.

Analysis: The trend is showing a significant decrease countywide this last year. The Committee members discussed the following:

- There is an increase in code activity.
- Residents, neighborhoods, and jurisdictions are more proactive on clean up and recovery efforts after major storm events of 2022.

Recommendations:

- Continue outreach messages in the PPI.

E. Build Responsible. Get a permit before you build.

Analysis: The trend shows an increase in violations. The Committee discussed:

- There is a lack of Substantial Damage Management Plans or Floodplain Development Permits throughout multiple jurisdictions in the County.
- More homeowners are becoming their own contractors after receiving their insurance funds and are not educated on what repairs require permits.
- FEMA and the Florida Division of Emergency Management (FDEM0 are involved in Floodplain Management since the 2022 storm events.

Recommendation:

- Develop, review or update jurisdictional Substantial Damage Management Plans to notify property owners of required permitting after storm events.

F. Keep natural areas undisturbed. Limit use of fertilizers and pesticides. Report illegal dumping or clearing.

Analysis: The trend shows that the water quality has been maintained. Most cities do not measure the nutrients in the waterways. Usually, the County monitors many locations routinely throughout the County.

Recommendations:

- Evaluate this message when updating the PPI to focus on preserving and maintaining the natural functions of open space within the floodplain and its relationship to water quality.
- Work toward improvements with the natural environment and waterways.
- Include saving threatened and endangered species.

G. <u>You can protect your home investment by purchasing flood insurance</u>

<u>Analysis</u>: Overall, there has been a decrease in the purchase of flood insurance. Analysis coincides with the other messages relating to flood insurance. Property owners are opting out of flood insurance.

<u>Recommendations</u>:

- Continue messages in the PPI.
- There is a need to educate the public regarding flood damage assistance and the requirement to purchase flood insurance, even if the property is in an X zone end even if there is no load on the property.

H. <u>Check with your agent to see if you are fully insured. The cost of flood insurance is a drop in the bucket compared to the cost from flood damage. Just a few inches of water can cause tens of thousands of $s in damage.</u>

<u>Analysis</u>: The policies in the X zone continue to decrease. The Committee members discussed the following:

- Due to Risk Rating 2.0, Preferred Risk Policies are no longer separated from the other policies. Therefore, this message is no longer measurable.

<u>Recommendations</u>:

- The Committee needs to develop a new message for the update of the PPI in 2025.

I. <u>Hire only licensed contractors who know the codes.</u>

<u>Analysis</u>: This message shows an increase in unpermitted work. The Committee members discussed the following:

- The high cost of construction materials and contracted labor is causing residents to become their own contractor to save money. Residents may not be aware of permit requirements in their jurisdiction.
- Delays in recovery and funding or inability to hire a contractor and go through the permit process fast enough for the resident.
- FEMA and FDEM have been inquiring about substantially damage properties and requesting permit information on properties. If properties have completed, or in process, unpermitted work, FEMA is requiring jurisdictions to provide them with proof of code compliance.

<u>Recommendation</u>:

- Continue to provide outreach messages in the PPI
- Implement a Substantial Damage Management Plan or review an existing one.
- Continue to educate FEMA representatives on the Florida Building Code and local jurisdiction requirements for permits, i.e. permits not being required to replace flooring, paint, etc.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Seward Johnson Sculpture Tour - Potential Use of Public Property within the Downtown Area		
Summary:	The Ormond Beach Arts District is seeking to perform a Seward Johnson Sculpture Tour within Downtown Ormond Beach from November 1, 2024 through April 30, 2025. The sculptures are designed to be "hyperrealistic and life-size" to allow pedestrians to interact with the sculptures. The Ormond Beach Arts District is working on sites to locate these sculptures and is seeking authorization from the City to potentially locate some sculptures on public property within the Downtown area. Sculptures are also planned for private property and would likely be linked to sponsorship of artwork. City staff have worked with the Ormond Beach Arts District and believe there are public property locations that could support the temporary sculpture tour. The Seward Johnson Sculpture Tour requires approval by the City Commission after review and recommendation by the Ormond Beach Arts District Board. The Ormond Beach Arts District is working on sponsorships and determining the exact number of sculptures that would be part of the display and the final locations. The purpose of this disposition item is to seek assurance that the public art application can utilize public spaces, and specifically determine if the City Commission desires to authorize the allowance of the use of public property in the Downtown area. Potential locations include (1) Rockefeller Gardens, (2) Fortunato Park, (3) Ormond Art Museum and Gardens, (4) Bailey Riverbridge Gardens, (5) MacDonald House, and (6) Main Street Park. Staff views the Seward Johnson Sculpture Tour as implementation of the Downtown Master Plan themes of Art & Culture and Sense of Place and Appearance. The Ormond Beach Arts District has stated they will obtain insurance on each sculpture and would use MainStreet's general		

	liability policy. The City Commission would be provided a Resolution at a future date with the locations and public art sculptures to review and act upon.
Financial Impact:	There is no financial impact of the disposition item. At a future date, the Ormond Beach Arts District may inquire to determine if the City is interested in sponsoring any of the sculptures. Insurance requirements would also need to be addressed at a future date.
Citizen Impact:	The Downtown Master Plan envisioned the expansion of public art and creating unique places within the Downtown area. The Seward Johnson Sculpture Tour would create a unique public art experience.
Recommended Action (Staff, Advisory Board and/or Other):	Staff is seeking verification from the City Commission that public places, such as (1) Rockefeller Gardens, (2) Fortunato Park, (3) Ormond Art Museum and Gardens, (4) Bailey Riverbridge Gardens, (5) MacDonald House, and (6) Main Street Park can be sought for approval though the public art application process. Public art requires City Commission action at a future City Commission meeting.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. PROJECT DESCRIPTION and INFORMATION ABOUT THE ARTIST 2. Potential public property sites, V2
Approval:	Kelly McGuire, Finance Director 4/19/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024

ADDENDUM 1

PROJECT DESCRIPTION: The Ormond Beach Arts District proposes to rent between 5 and 10 sculptures from the Seward Johnson Atelier for a temporary exhibition lasting for a period of six months, November 1, 2024 through April 30, 2025. The works will be displayed in the Downtown CRA District. These sculptures are hyper-realistic and life-size and are designed to be experienced by pedestrians who can interact with them. The project will enhance the CRA District by bringing new visitors to the district and by encouraging pedestrians to visit and explore the district while visiting the art pieces. A map and signage will be created to lead the public from one piece to the other. The map and sculpture descriptions will also be available online at the Ormond Beach Arts District website, as well as the Ormond MainStreet website.

The Johnson Atelier has been a frequent collaborator with Main Street programs throughout the United States. These exhibitions have been so successful for these communities that many of them have hosted works by Seward Johnson in multiple years. Main Street organizations, Arts Districts, and their cities have formed positive partnerships around these projects, seeing both increased foot traffic and visitor numbers. Communities who have sponsored the sculpture tour call it “one of the best things we’ve ever done” and say that “people drove to our town just to see the sculptures” and “they make people happy!”

ABOUT THE ARTIST:

John Seward Johnson Jr. was born on April 16, 1930, in New Brunswick, N.J. His father was the son of one of the founders of Johnson & Johnson. He passed away in 2020, leaving behind not only his art but the Johnson Atelier Technical Institute of Sculpture which he founded in 1974 as an incubator for the advancement of art and technology. Famous worldwide for his life-size bronze figurative sculptures, Seward Johnson’s works are exhibited internationally and are included in private collections, museums, and public art collections too numerous to mention. Johnson’s body of work consists of three distinct series: “Celebrating the Familiar,” featuring people doing everyday things; “Icons Revisited,” based upon images in the collective unconscious; and “Beyond the Frame,” a series inspired by Impressionist paintings. “I want my work to disappear into the landscape and then take a viewer by surprise. After he gets over the shock of being fooled, it becomes an emotional discovery. Then he owns the sculpture. People often revisit their favorites. They become like friends,” Johnson said.

Bailey Riverbridge Gardens

Casements

Rockefellar Gardens

Bridge area walakways

Bailey Riverbridge Gardens

Fortunato Park

38 East Granada Boulevard

Rockefeller Park

Ormond Memorial
Art Museum
& Gardens
Council of Garden Clubs
The Heaster Family
The Lydecker Family

MainStreet Park

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Riverside Drive Closures FY 23-24 Revised		
Summary:	The City Commission authorizes scheduled closures of Riverside Drive each fiscal year to provide for enhanced pedestrian safety during various community events at the Casements and surrounding area. In September 2023, the Commission approved the FY 2023-2024 closure dates. Recently, however, the date for Ormond MainStreet's Taste of Ormond event was changed from March 3, 2024, to May 19, 2024. This item requests approval to close Riverside Drive on the new date of **May 19, 2024, from 8:00 am to 10:00 p.m.** The revised and complete annual schedule for FY 2023-2024 is attached for reference.		
Financial Impact:	None		
Citizen Impact:	The residents will continue to enjoy special events safely.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval to close Riverside Drive from Granada Boulevard to Casements Drive in accordance with this schedule.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Riverside Drive Closures FY 2023-2024 Revised		
Approval:	Kelly McGuire, Finance Director 3/20/2024 Claire Whitley, Assistant City Manager 5/1/2024 Joyce Shanahan, City Manager 5/2/2024		

Riverside Drive Closures FY 2023-24 (Revised 5/7/24)

Ormond Beach's National Night Out	October 3, 2023	8:00 a.m. – 11:00 p.m.
Movies on the Halifax-Realty Pros Truck or Treat	October 6, 2023	3:00 p.m.-12:00 a.m.
MS Society Bike Event	October 7, 2023 October 9, 2023	12:00 a.m.- 8:00 p.m.
Halloween	October 31, 2023	5:00 p.m.-11:00 p.m.
Riverfest – Ormond Mainstreet	November 17, 2023 - November 19, 2023	8:00 a.m.- 11:00 p.m.
Gaslight Parade	November 24, 2023	5:00 p.m.-8:00 p.m.
Christmas Gala – The Casements Guild	December 1, 2023- December 3, 2023	11:00 a.m. – 5:00 p.m.
Holiday's at The Casements	December 14, 2023	4:00 p.m. – 10:00 p.m.
Calvary Christian Concert	December 17, 2023	5:00 p.m. – 10:00 p.m.
Salty Church Christmas Celebration	December 23, 2023	2:00 p.m. – 10:00 p.m.
~~Taste of Ormond – Ormond MainStreet~~	~~March 3, 2024~~	~~8:00 a.m. – 10:00 p.m.~~
~~Veteran's Appreciation Day~~	~~March 9, 2024~~	~~7:00a.m. – 7:00 p.m.~~
~~Tomoka Marathon~~	~~March 16, 2024~~	~~4:00 a.m. – 4:00 p.m.~~
~~Calvary Christian Church Easter Celebration~~	~~March 29, 2024- March 30, 2024~~	~~9:00 a.m. – 9:00 p.m.~~
Jewish Heritage Festival	April 6, 2024 – April 7, 2024	8:00 a.m. – 10:00 p.m.
Celtic Festival – Ormond Mainstreet	April 19, 2024 - April 21, 2024	8:00 a.m. – 10:00 p.m.
Art in the Park	May 3, 2024- May 5, 2024	9:00 a.m. – 9:00 p.m.
Craft Beer Festival Ormond Beach Rotary	May 11, 2024	7:00 a.m. – 10:00 p.m.
Taste of Ormond Ormond MainStreet	May 19, 2024	8:00 a.m. – 10:00 p.m.
Memorial Day Rehearsal	May 25, 2024	6:00 a.m. – 2:00 p.m.
Memorial Day Rememberance	May 27, 2024	6:00 a.m.- 2:00 p.m.
Independence Day Celebration	July 4, 2024	8:00 a.m. – 12:00 a.m. (midnight)
Ormond LIVE!	September 28, 2024 September 29, 2024	6:00 a.m. - 12:00 p.m. (midnight)

The City Commission is not required to approve the closing of other streets in the City; however, for your information, **Beach Street** will be closed as follows:

Independence Day	South Beach Street between Granada Boulevard and Tomoka Avenue July 4, 2024, Noon - 10:00 p.m. North Beach Street between Granada Boulevard and New Britain Avenue July 4, 2024, Noon - 10:00 p.m.
Home for the Holidays Parade	South Beach Street between Granada Boulevard and Tomoka Avenue. Saturday, December 9, 2023 from Noon- 10:00 p.m.

City of Ormond Beach

AGENDA ITEM

May 7, 2024 - City Commission

Number: 7.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Milestone Inspections		
Summary:	On June 24, 2021, the Champlain Towers South condominium in Surfside, Florida experienced a partial collapse to the twelve-story structure. The Florida Legislature enacted legislation requiring mandatory structural inspections of condominium and cooperative buildings, which is within Section 553.899 of the Florida Statutes. The milestone inspection requirements are also within the Florida Building Code within Section 110.9 of the 8th edition. Local governments are required to be the enforcement entity of Section 553.899 of the Florida Statutes requirements. City Building staff are in the process of identifying buildings that qualify for the required milestone inspections. Staff has identified 27 buildings within the City to date. Upon determining that a building must have a milestone inspection, the City must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. This is required on or before June 1, 2024. The phase 1 report is required to be filed within 180 days of receiving the certified letter. If any substantial structural deterioration is identified in the phase 1 report, a phase 2 inspection must be conducted to determine the extent of the damage and what required repairs will be needed to bring the structure into compliance. Any required repairs must be started 1 year after the submission of the phase 2 report. City building staff are required to monitor and ensure compliance with these state mandates. If an owner of a building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase 2 inspection		

	report within the required timeframe (365 days), the local enforcement agency (City) must review and determine if the building is unsafe for human occupancy. This determination would be made by the unsafe structure team (Fire Chief, Chief Building Official, and City Engineer). Staff would also consult with an independent architect or engineer hired by the City.
Financial Impact:	The milestone inspections are required by state law with the local jurisdiction responsible for ensuring qualified buildings complete the required inspections. The extent of the financial impact of staff time and resources is unknown at this time. There are Code of Ordinances amendments that shall be required. The amendments include a fee for the submission of the milestone report(s) and establishment of code enforcement penalties for failure to complete the required inspections on the schedule adopted in the state law.
Citizen Impact:	The state legislation sought to ensure qualifying buildings are inspected and repaired under the supervision of qualified design professionals. The goal of the legislation is public health and safety of multi-story buildings in a condominium form of ownership.
Recommended Action (Staff, Advisory Board and/or Other):	The purpose of this disposition item is to inform the City Commission of pending Code of Ordinance changes and how building staff will implement the requirements of Section 553.899 of the Florida Statutes.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 04.10.2024, Milestone Inspections Summary
Approval:	Kelly McGuire, Finance Director 5/1/2024 Claire Whitley, Assistant City Manager 5/1/2024 Joyce Shanahan, City Manager 5/2/2024

CITY OF ORMOND BEACH

Planning • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3311 • Fax (386) 676-3361

DEPARTMENT OF PLANNING MEMORANDUM

TO: City Commission

FROM: Chris Walter, Chief Building Official
Steven Spraker, AICP, Planning Director

DATE: April 10, 2024

SUBJECT: Milestone Inspections

Introduction

On June 24, 2021, the Champlain Towers South condominium in Surfside, Florida experienced a partial collapse to the twelve-story structure. The Florida Legislature enacted legislation requiring mandatory structural inspections for condominium and cooperative buildings which is within Section 553.899 of the Florida Statutes. The milestone inspection requirements are also within Florida Building Code within Section 110.9 of the 8th edition. The purpose of this memorandum is to detail the milestone inspection requirements, process, and seeking confirmation on proposed processing fees. At this time, 27 structures have been identified in Ormond Beach that would meet the criteria for the milestone report and inspection process.

What is a milestone inspection (from Section 553.899 of the Florida Statutes

"Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

What buildings are required to have milestone inspections

Mandatory structural inspections are required for condominium and cooperative association buildings three (3) stories or higher. Section 553.899 of the Florida Statutes established the following schedule:

- Before December 31st of the year in which the building reaches 30 years in age, or

- Before December 31st of the year in which the building reaches 25 years in age for buildings within 3 miles of the coastline, or
- Before December 31, 2024, for buildings with a Certificate of Occupancy issued before July 1992 which are older than 30 years already

The state requirements require a follow-up report every ten years thereafter.

These requirements do not apply to single-family, two-family, or three-family dwelling with three or less stories.

Who is required to conduct the milestone report

The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection and the inspection must be performed by a licensed architect or engineer authorized to practice in this state.

Milestone report requirements

A milestone report for inspection(s) consists of two phases:

Phase 1 (from Section 553.899 of the Florida Statutes): For phase one of the milestone inspection, “a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report”.

Phase 2 (from Section 553.899 of the Florida Statutes): A phase two of the milestone inspection, “A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector’s direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report”.

Report Requirements (from Section 553.899 of the Florida Statutes):

Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

City requirements for milestone inspections

The city will have the following obligations:

1. Local governments are required to be the enforcement entity of the Section 553.899 of the Florida Statutes requirements.
2. Upon determining that a building must have a milestone inspection, the city must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. This is required on or before June 1, 2024. The phase 1 report is required to be filed within 180 days of receiving the certified letter.
3. If any substantial structural deterioration is identified in the phase 1 report, a phase 2 inspection must be conducted to determine the extent of the damage and what required repairs will be needed to bring the structure into compliance. Any required repairs must be started within one year after the submission of the phase 2 report.

City building staff are required to monitor and ensure compliance with these state mandates.

4. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe (365 days), the local enforcement agency (city) must review and determine if the building is unsafe for human occupancy. This determination would be made by the unsafe structure team (Fire Chief, Chief Building Official, and City Engineer). Staff would also consult with an independent architect or engineer hired by the city.
5. A city ordinance is not required to implement Section 553.899 of the Florida Statutes requirements. Local governments are allowed to implement fees to offset the staff time and costs associated with the state mandate. City staff would propose the following fee amendments:
    - Per report: $250 – requires an amendment to the Code of Ordinances.
    - Code enforcement penalty: Add milestone inspection to the Code of Ordinances as class IV violation ($250 per day fine). Sections 8-4.1 and 2-262 would require to be amended. Note that the Special Magistrate has the authority to reduce code enforcement penalties at a Special Magistrate hearing.

    Based on current public hearing items, this amendment would not be able to be scheduled until the July or August City Commission meetings.
6. Building staff intend to create a city webpage detailing the milestone report and inspection requirements.

Please contact Steven Spraker (Steven.Spraker@ormondbeach.org or 386.676.3341) or Chris Walter (Chris.Walter@ormondbeach.org or 386.676.3350) with any questions.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-04
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond Beach Holdings, LLC - PBD Amendment		
Summary:	This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owners, Ormond Beach Holdings, LLC and Tides at Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order for the site by removing a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and the property at Ormond parkway and South Atlantic Ave (approximately 0.76 acres). The hotel project has an approved development order and site plan. The only amendment of the application is the removal of the sidewalk and public walkover required by the original development order. At the beginning of the project, in February 2022, there was discussion between Site Plan Review Committee (SPRC) staff and the project team to construct a dedicated pedestrian beach access to aid the Seminole Ave beach approach. On March 24, 2022, there was a virtual meeting between City staff, applicant, Volusia Co. staff, and the applicant's attorneys and engineers that discussed the Seminole Ave Beach approach. Staff's understanding of the result of this meeting was Volusia Co. was willing to accept the dedicated pedestrian beach access and maintain the constructed improvements. The project proceeded forward with this understanding and the development order was written that required the project to construct the pedestrian beach access improvements and deed the completed improvements to Volusia Co.		

	Beginning in August 2023, City staff were made aware that Volusia Co. would not accept the maintenance and liability of the proposed pedestrian beach access improvements. On October 16, 2023, Volusia Co. staff provided an e-mail to the applicant as follows, "The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine, but the county is not accepting maintenance or liability for it." Volusia County staff has stated that the property owner or the City of Ormond Beach could maintain the proposed improvement. The applicant has indicated they are willing to construct and dedicate the improvements but would not have accepted the concept of the public beach access walkover if they were required to maintain the improvement and provide liability insurance. The applicant's original submittal listed a number of public benefits that would meet the Land Development Code requirements with/without the beach walkover. The Planning Board reviewed the final plat on March 14, 2024 and recommended approval (6-0) of the amendment. Planning Board members stated there is existing beach access with the Seminole Ave. beach approach. One member stated the City should not assume the liability that Volusia Co. was not willing to accept.
Financial Impact:	There is no financial impact of the Planned Business Development amendment request. Volusia County staff has stated, "The County has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client" (Ormond Beach Holdings). One option presented by Volusia Co. was for the City to accept maintenance and liability of the beach walkover improvement. This option would be the first beach approach access point the City would maintain. The City does not maintain public beach approaches and Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
Citizen Impact:	The original concept during the site plan process was to provide additional pedestrian beach access. The applicant was willing to construct the improvement, provided a public entity maintained the improvements. The City cannot force Volusia Co. to accept the conveyance from the developer of the public benefit; nor can the City require Volusia Co. to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities. The removal of a dedicated pedestrian beach access is a lost opportunity to provide a dedicated walkway to the beach.

Recommended Action (Staff, Advisory Board and/or Other):	The original condition for the sidewalk and beach walkover includes 2 parts. The first is for the applicant to construct the sidewalk and beach walkover. The second is for Volusia Co. to accept the improvement for maintenance. Volusia Co. has indicated they are not willing to accept maintenance and liability for the public improvement. The Planning Board recommended **APPROVAL** of the development order amendment by allowing the removal of the proposed sidewalk/beach walkover access improvement that was illustrated to have been part of the adjacent Volusia Co. Seminole Ave beach approach.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-04 OBH First Amended DO (P24-0048G) 2. OBH LLC, First Amended Development Order 3. Exhibit A, OBH Legal Description, Version 2 4. Exhibit B, PBD conditions - OBH, LLC Version 2 5. Exhibit C, Site Plans 6. 03.14.2024, OB Holdings PBD Amendment, PB Staff Report 7. 03.14.2024, DRAFT Planning Board minutes, OBH, 1st PBD Amendment 8. Ordinance Business Impact Estimate 10-01-23 OB Form - OBH, first amendment
Approval:	Kelly McGuire, Finance Director 4/30/2024 Claire Whitley, Assistant City Manager 4/30/2024 Joyce Shanahan, City Manager 4/30/2024

ORDINANCE NO. 2024-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED AND RESTATED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0011), KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE REMOVAL OF A SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a South Carolina limited liability company (a/k/a Ormond Beach Resort Holdings, LLC), and Tides at Ormond Beach Holdings, LLC, a South Carolina limited liability company, are the owners of real property ("Applicants/Property Owners") located at 251 South Atlantic Avenue and a portion of South Atlantic Avenue (no address), Volusia County parcel numbers: 4214-19-07-0010 and 4214-18-06-0011, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, by Ordinance 2023-05 the City Commission approved a development plan for a Planned Business Development known as "Ormond Beach Holdings, LLC" and authorized the execution of a development order therefore, which Ordinance and Development Order are recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida, and

WHEREAS, the Planned Business Development ("PBD") Development Order approved by Ordinance 2023-05 included a requirement that a sidewalk and beach walkover improvement be constructed by the Applicant/Property Owner and dedicated to Volusia County after construction to improve the pedestrian access to the beach next to the Seminole Avenue beach approach, and

WHEREAS, subsequent to approval of the PBD Development Order, Volusia County staff stated they were unwilling to accept the maintenance responsibility and liability of the proposed pedestrian beach access improvements, and

WHEREAS, the Applicants/Property Owners have initiated this Ordinance for the issuance of a First Amended Development Order for a Planned Business Development to remove the requirement for a sidewalk and beach walkover improvement on the Property, consisting of approximately 2.95 acres, to be known as "Ormond Beach Holdings, LLC" as described and depicted in the First Amended and Restated PBD Development Order attached hereto and incorporated herein, and

WHEREAS, the First Amended and Restated PBD Development Order also includes corrections to the Property Owners, and updates the parcel number for a portion of the Property as the result of a lot split recorded on January 24, 2024, and

WHEREAS, the Planning Board held a public hearing on March 14, 2024, regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(2), of the *Land Development Code* and provided a recommendation of approval of the application, 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 amended 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 amended development is consistent with the *Comprehensive Plan*;

(3) The amended 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 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, 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 amended development is functional in the use of space and aesthetically acceptable;

(8) The amended development provides for the safety of occupants and visitors;

(9) The amended 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 Owners for the issuance of a First Amended and Restated Planned Business Development Development Order for the "Ormond Beach Holdings, LLC" project is hereby approved. The Mayor and the City Manager

are authorized and directed to execute and issue the attached First Amended and Restated Development Order for the Ormond Beach Holdings, LLC Planned Business Development to remove the sidewalk and beach walkover improvement requirement, on the Property consisting of approximately 2.95 acres.

SECTION THREE. Except to the extent hereby amended, Ordinance No. 2023-05 approved by the City Commission on January 24, 2023, which approved the "Ormond Beach Holdings, LLC" Planned Business Development Development Order, recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida, is hereby ratified and affirmed, and remains in full force and effect.

SECTION FOUR. The Applicants, including the Applicants' successors and assigns, shall at all times fully comply with the terms and conditions of the First Amended and Restated Planned Business Development Development Order.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 7th day of May, 2024.

PASSED UPON at the second and final reading of the City Commission this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Robert A. Merrell III, Esquire, on behalf of the property owners: Ormond Beach Holdings, LLC, and Tides at Ormond Beach Holdings, LLC
	Application No.	2024-006
	Project Name:	Ormond Beach Holdings, LLC
	Property Address:	251 South Atlantic Avenue and a portion of South Atlantic Avenue (no address)
	Parcel ID No.:	4214-19-07-0010 and 4214-18-06-0011

FIRST AMENDED AND RESTATED 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 May 7, 2024 and May 21, 2024, and the City Commission having considered those items as required by Chapter 1, Article II, Section 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 amended development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The amended development is consistent with the *Comprehensive Plan*;

3. The amended 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 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, 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 amended development is functional in the use of space and aesthetically acceptable;

8. The amended development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owners, Ormond Beach Holdings, LLC, a South Carolina limited liability company (a/k/a Ormond Beach Resort Holdings, LLC) and Tides at Ormond Beach Holdings, LLC, a South Carolina limited liability company ("Applicants/Property Owners") for a First Amended and Restated Development Order for a Planned Business Development known as "Ormond Beach Holdings, LLC", located at 251 South Atlantic Avenue and a portion of South Atlantic Avenue (no address), Volusia County parcel numbers: 4214-19-07-0010 and 4214-18-06-0011, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to remove the sidewalk and beach walkover improvement requirement 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. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "B";

3. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "C".

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 First Amended and Restated Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. Except to the extent hereby amended, Ordinance No. 2023-05 approved by the City Commission on January 24, 2023, which approved the "Ormond Beach Holdings, LLC" Planned Business Development Development Order recorded in Official Records Book 8361, Pages 4253 through 4314, inclusive, of the Public Records of Volusia County, Florida is hereby ratified and affirmed, and remains in full force and effect.

F. This First Amended and Restated Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owners, and shall be binding on the Property Owners, and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

[Remainder of page intentionally left blank]

ORDERED this 21st day of May, 2024.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT AMENDMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at South Atlantic Avenue, no address (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58'for the Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby granted.
6. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby approved.
7. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "C" to the PBD Development Order is hereby approved with the condition that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.

8. The roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue has been completed. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property.
9. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
10. A bus shelter is required on the west side of South Atlantic Avenue.
11. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
12. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
13. 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.

ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT AMENDMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58'for the Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby granted.
6. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "C" to the PBD Development Order are hereby approved.
7. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "C" to the PBD Development Order is hereby approved with the condition that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.

8. The roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue has been completed. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property.
9. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
10. A bus shelter is required on the west side of South Atlantic Avenue.
11. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
12. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
13. 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.

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
2) SANITARY SERVICE TO BE 6" PVC (SDR 26). WATER MAINS TO BE PVC, DR-18, C-900.
3) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY DEWBERRY.
5) TELEPHONE, ELECTRIC AND ALL UTILIES TO BE UNDERGROUND.
6) MINIMUM 32" COVER REQUIRED ON ALL WATER MAINS, MAX. COVER 42".
7) STOP/STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
8) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
9) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12", ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (GOVERNING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT. IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3269

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION PER NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKING LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF ± 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF ± 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

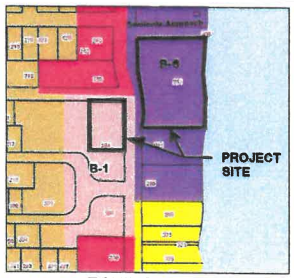
COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N63°35'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N63°35'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S05°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S63°35'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S63°35'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

VICINITY MAP

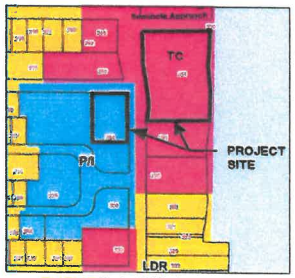
FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS "X" AND "VE" (EL 11)



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC - TOURIST COMMERCIAL
P/I - PUBLIC / INSTITUTIONAL

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-04	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
S5-07	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0778
EMAIL: JoshHoward@evn.com

SURVEYOR:
DEWBERRY
BILL DONLEY, PSM
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9826 FAX:(407) 648-9104
EMAIL: bdonley@dewberry.com

LAND USE ATTORNEY:
COBB COLE
ROBERT MERREL
149 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrell@cobbcole.com
JESSICA GOW
EMAIL: jessica.gow@cobbcole.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645, L.A. #1553
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #3910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-8891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com
E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO Z ARCHITECTURE
ADAM WILSON
227 W 4TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0544
www.studioz-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE - 251 SOUTH ATLANTIC AVENUE
WEST SITE - 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE - FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY

PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:

EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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STEVE RUDNELL P.E. #52005 R.L.A. #AA667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	11-03-23	DELETED TEMP. CONSTR. ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

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KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

Digitally signed by Kevin Lee
Date: 2024.02.29 15:40:29 -05'00'

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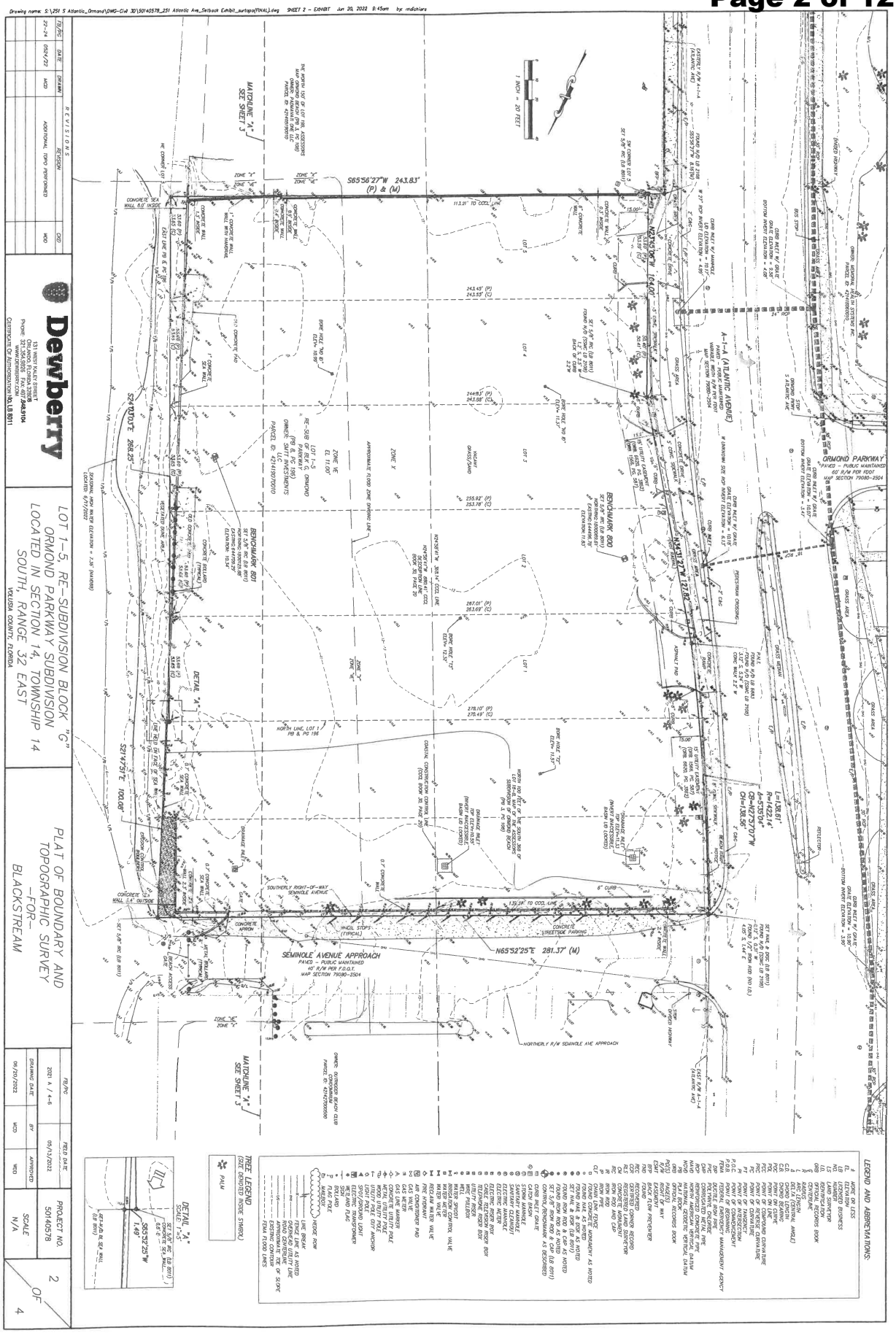
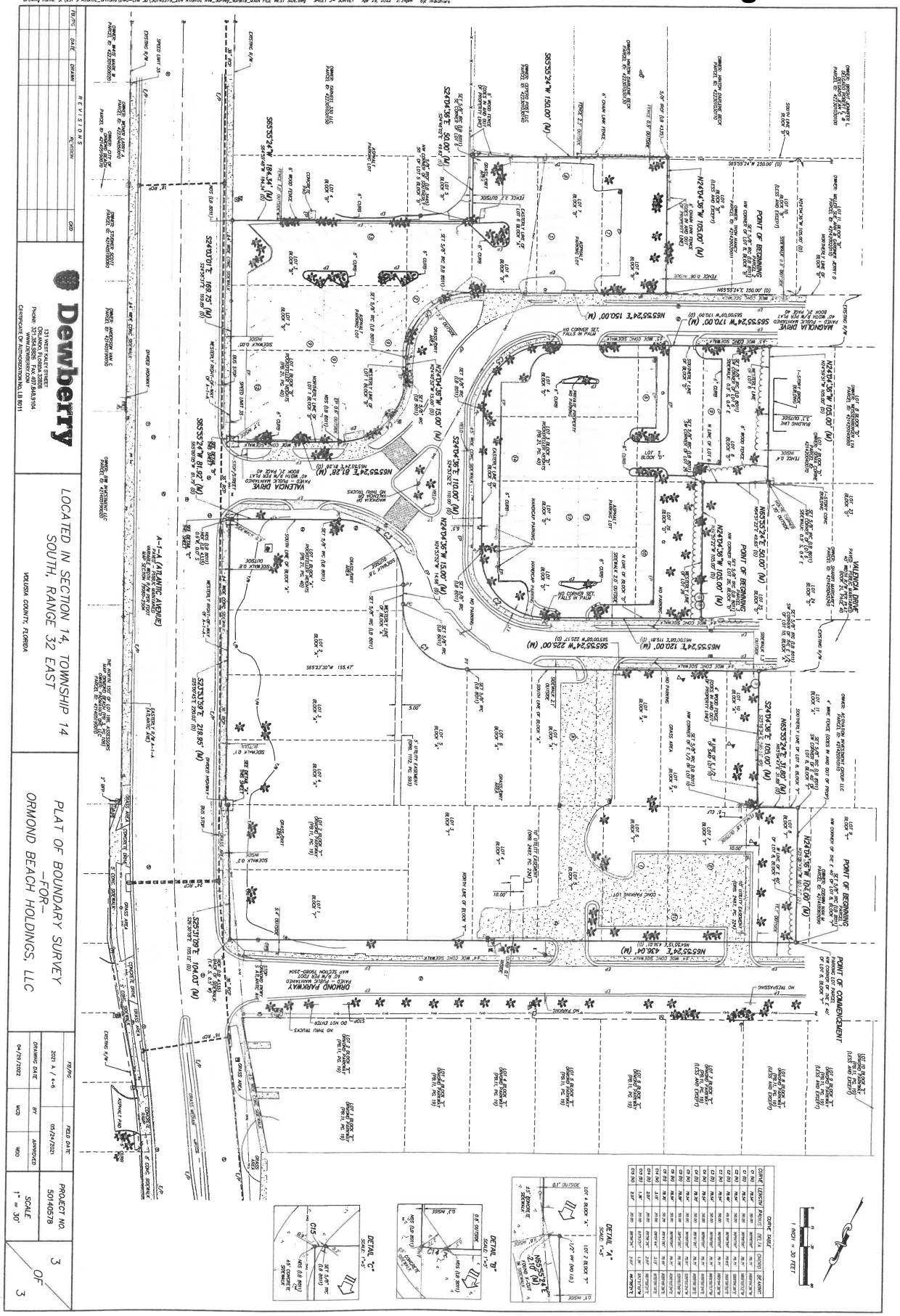
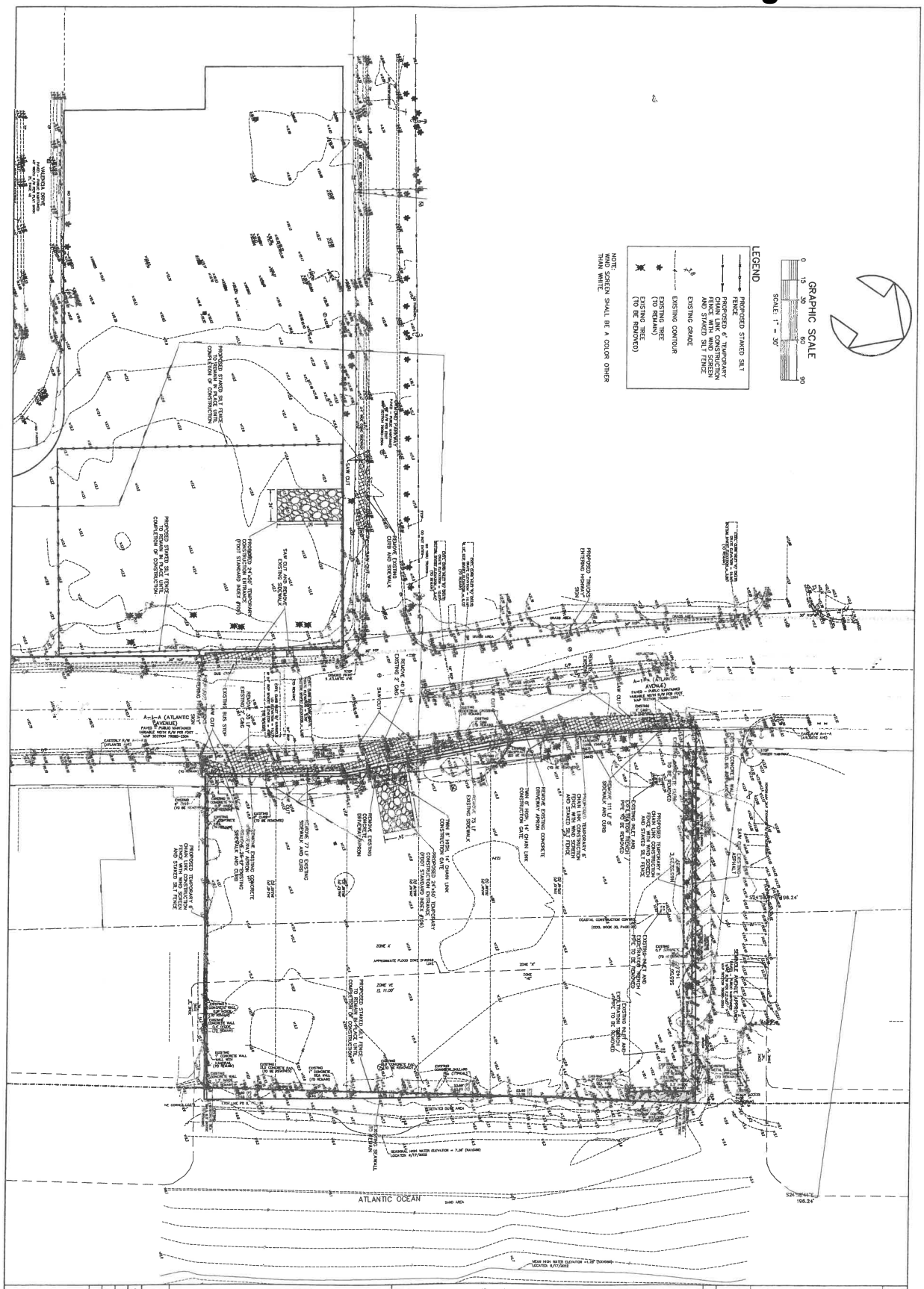

Dewberry
LOT 1-5, RE-SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14
SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA
PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
ORMOND PARKWAY
SEMINOLE AVENUE APPROACH
BENCHMARK 800
BENCHMARK 801
MATCHLINE "A" SEE SHEET 3
LEGEND AND ABBREVIATIONS
TREE LEGEND
PROJECT NO. 50140578
SCALE N/A
2 OF 4


Dewberry
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA
PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC
PROJECT NO. 50140578
SCALE 1" = 30'
3 OF 3
REVISIONS
DETAIL "A"
DETAIL "B"
DETAIL "C"
1 INCH = 30 FEET



ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
DEMOLITION & EROSION CONTROL PLAN

SHEET NO. 2
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

PARKER MYNCHENBERG & ASSOCIATES, INC.
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STEVE BUSHELL P.E. #53565 R.L.A. #6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00002910

NO.	DATE	DESCRIPTION
		REVISIONS
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS
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3	10-18-23	DELETED PUBLIC BEACH ACCESS
2	05-02-23	REVISED
1	01-17-23	REVISED

MRB
MRB
MRB
MRB
MRB
BY

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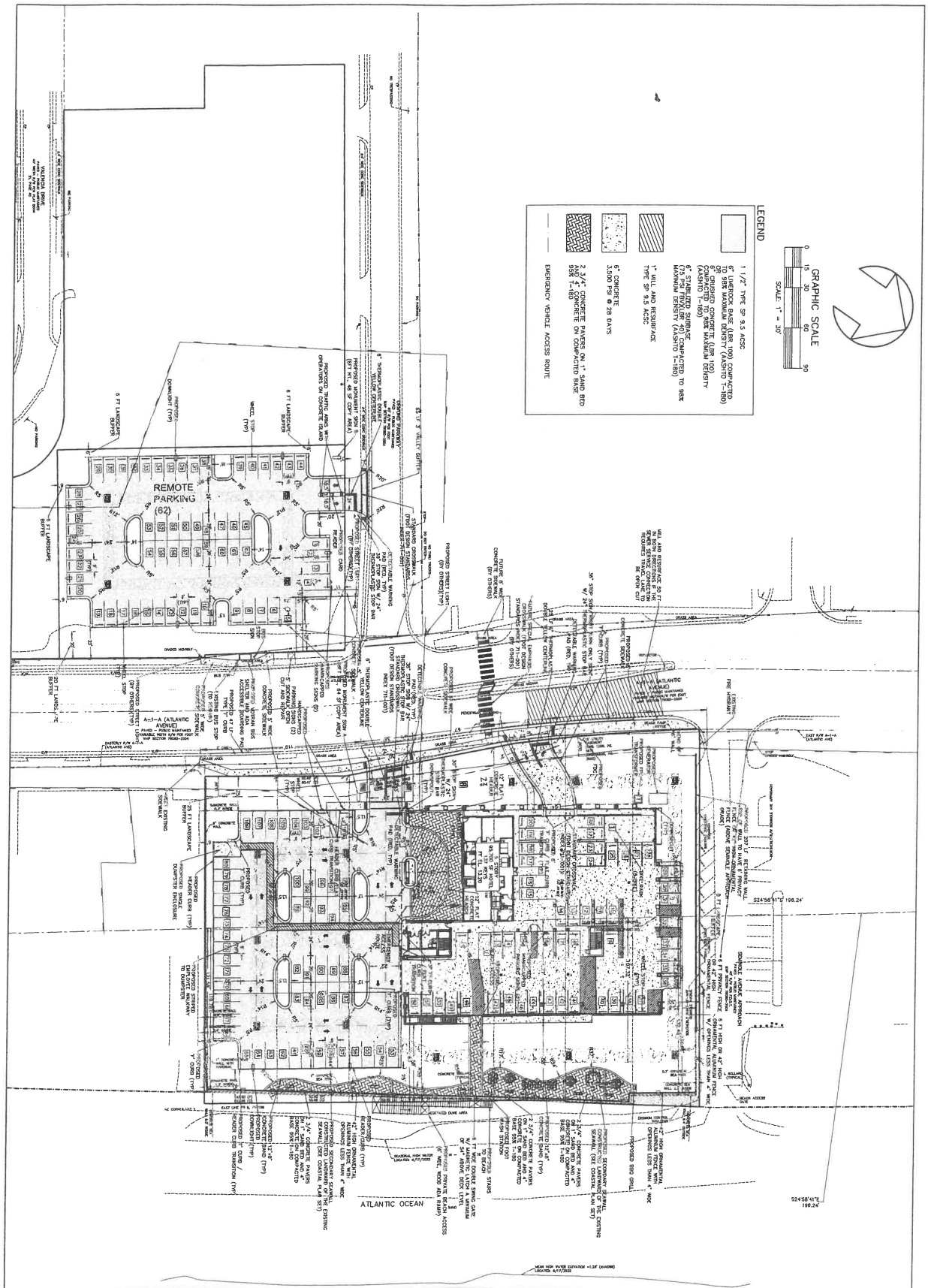

SEAL	ORMOND BEACH HOLDINGS, LLC ORMOND BEACH • FLORIDA SITE PLAN	**PARKER MYNCHENBERG & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 (386) 677-6691 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001953, STEVE BUSWELL P.E. #57655 R.L.A. #6667091 JEFF A. LEE P.E. #71501 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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1	01-17-23	REVISED
		BY
		MRB
		MRB
		MRB
		MRB
		MRB

SCALE: 1"=30'
Date: 11-20-21
Drawn By: MRB
File No. 21-51
SHEET NO. 3

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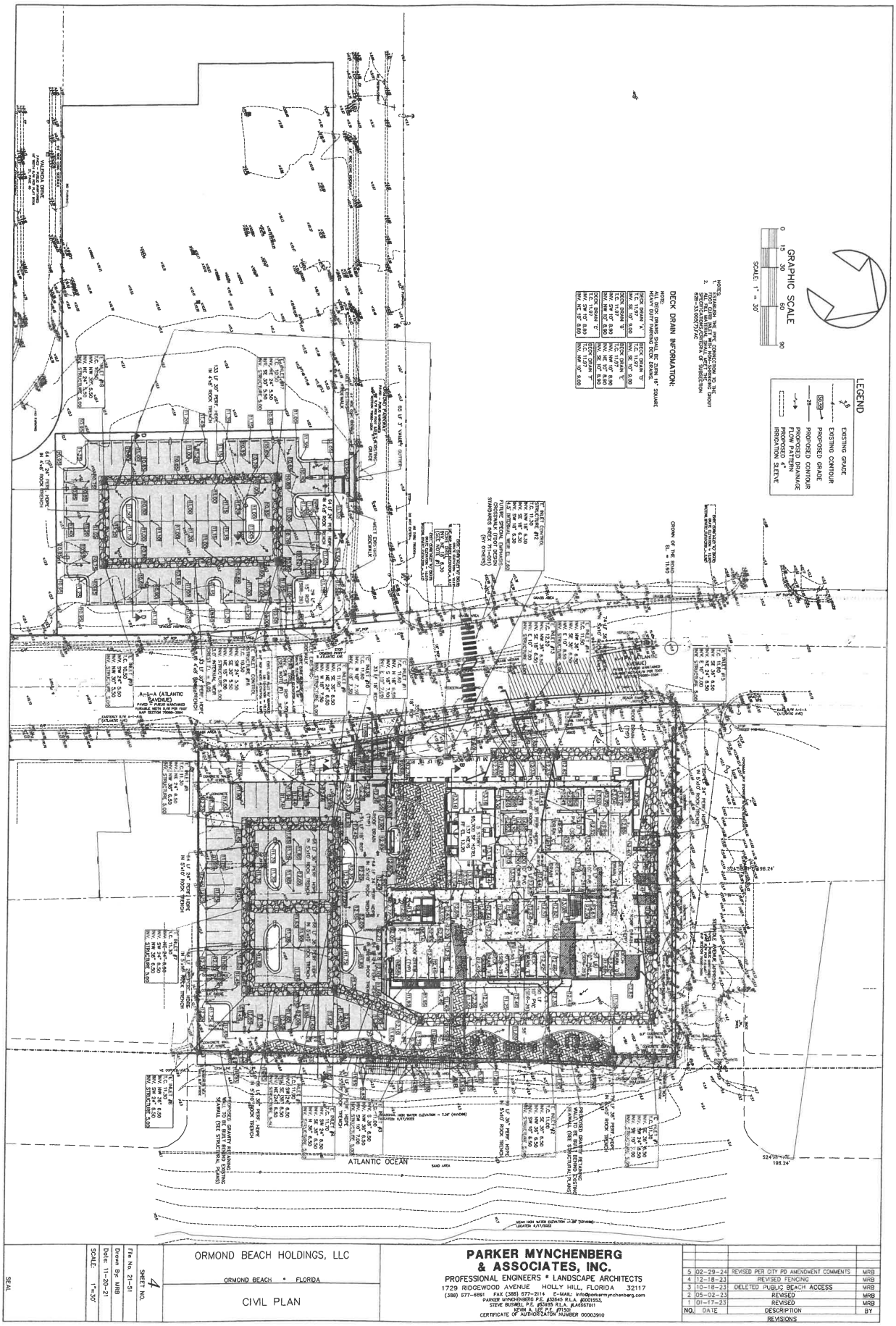

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

CIVIL PLAN

SHEET NO. 4

File No. 21-31

Drawn By: MRB

Date: 11-20-21

SCALE: 1"=30'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.

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STEVE BUSWELL P.E. #57369 R.L.A. #AA667011

KEVIN A. LEE P.E. #71501

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3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

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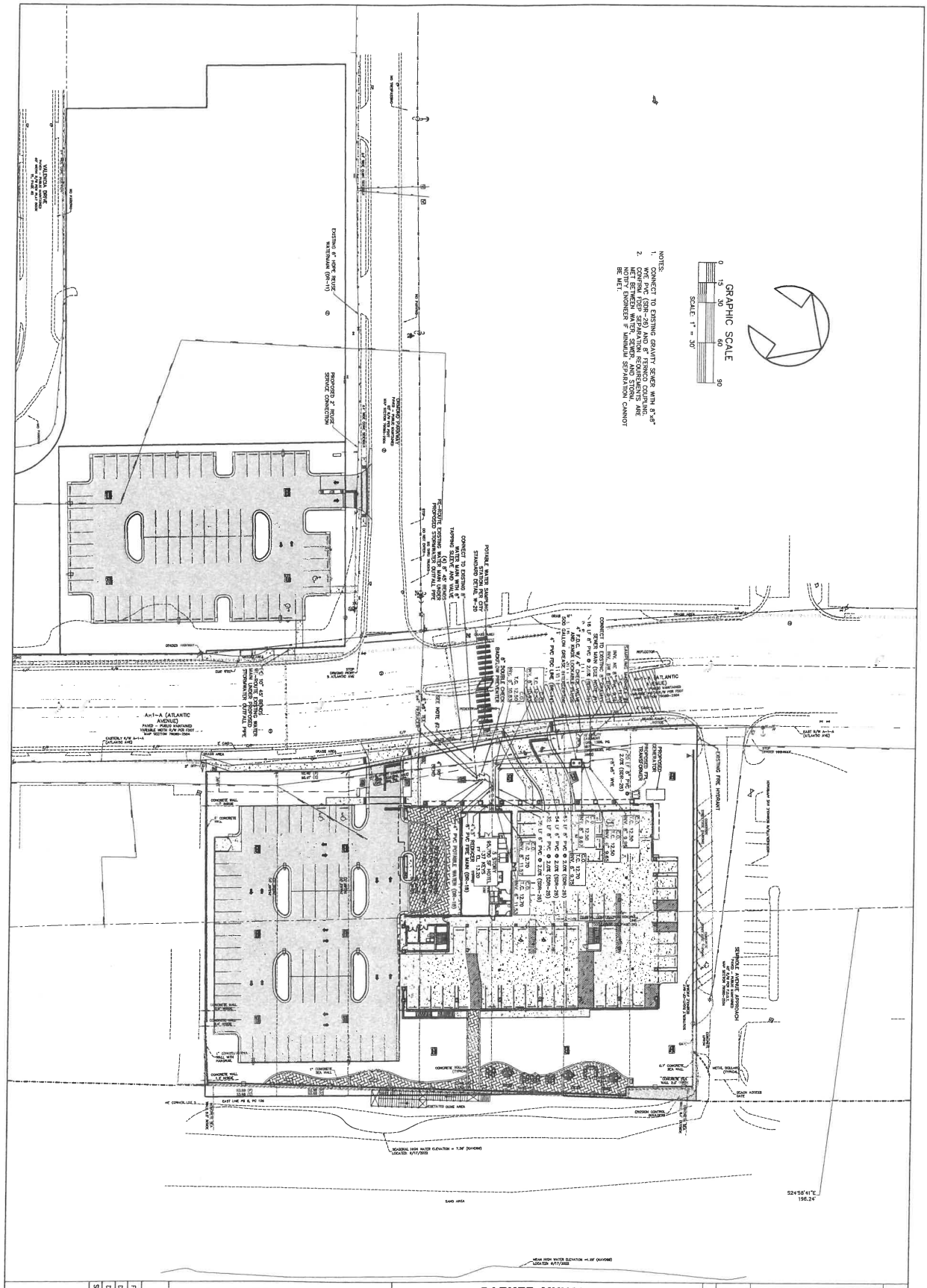

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

UTILITY PLAN

SHEET NO. 5

File No. 21-51

Drawn By: MRB

Date: 11-20-21

SCALE: 1"=30'

SEAL

PARKER MYNCHENBERG & ASSOCIATES, INC.

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PARKER MYNCHENBERG P.E. #39345 R.L.A. #0001553,
STEVE BUSWELL P.E. #57955 R.L.A. #6666701
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

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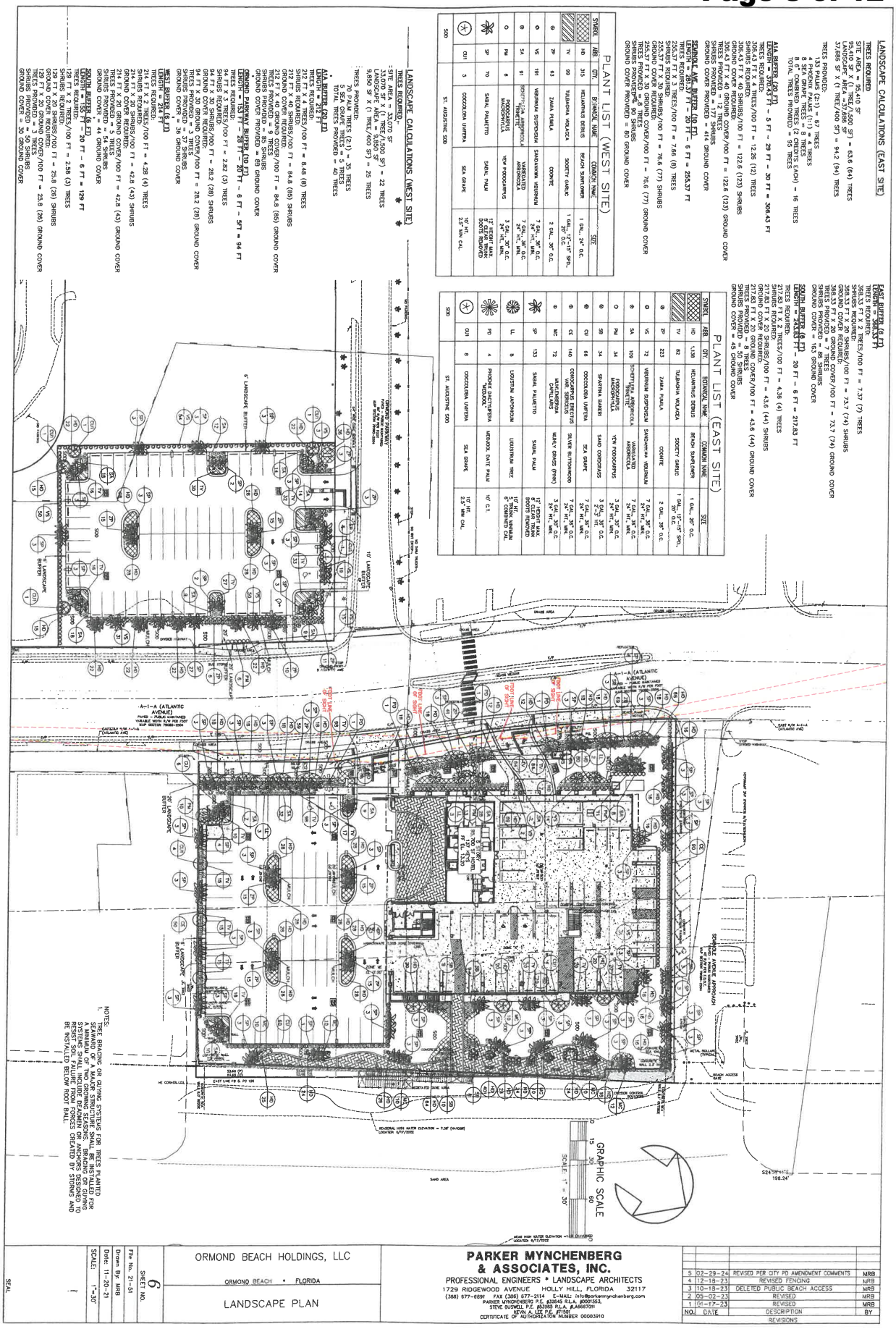
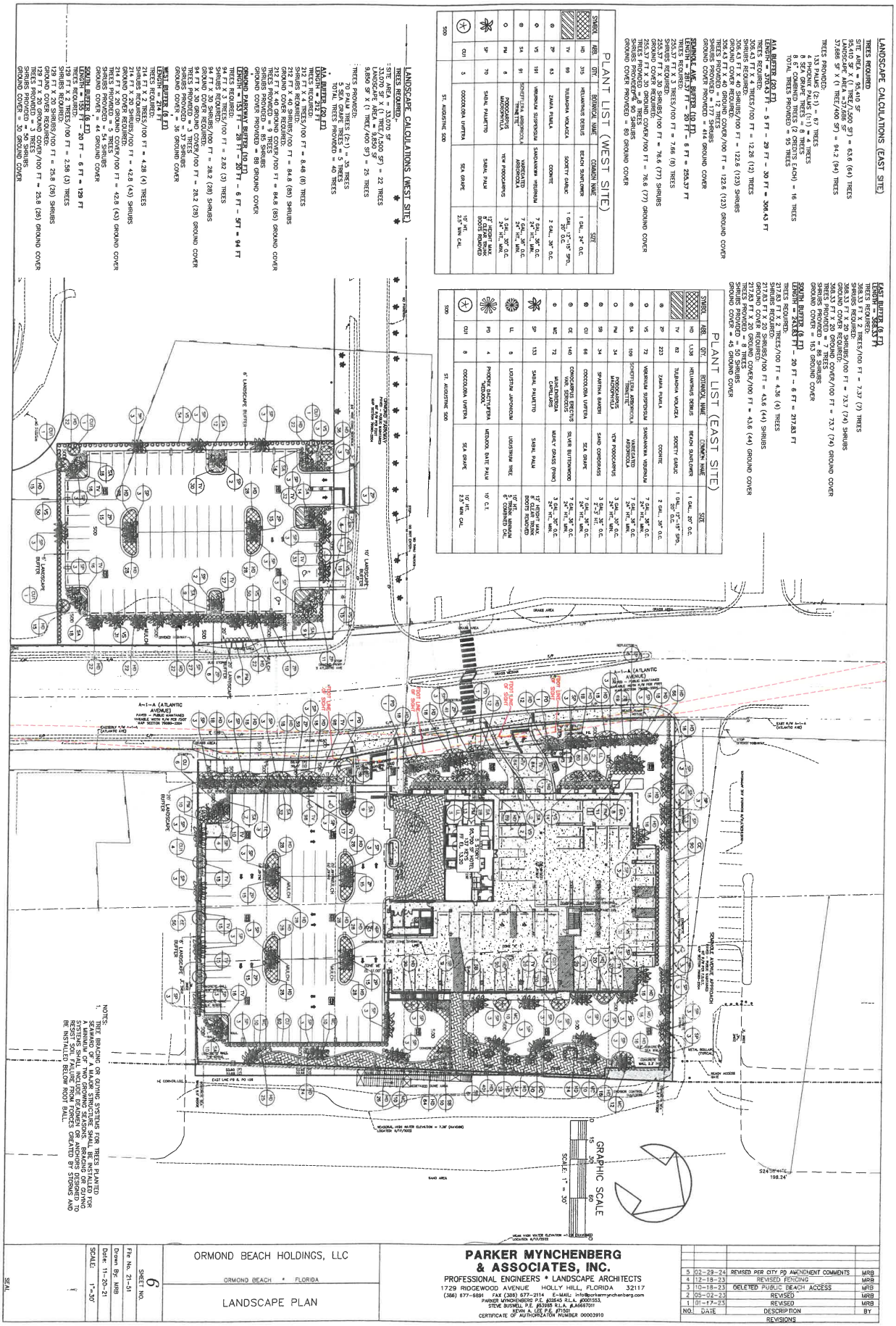

LANDSCAPE CALCULATIONS (EAST SITE)
TREES REQUIRED:
SITE AREA = 85,410 SF
LANDSCAPE AREA = 37,695 SF = 63.6 (64) TREES
37,695 SF X (1 TREE/400 SF) = 94.2 (94) TREES
TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
8 SEA GRAPE TREES = 8 TREES
8 6" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 93 TREES
A1A BUFFER (20 FT)
LENGTH = 212 FT – 20 FT – 6 FT = 256.37 FT
TREES REQUIRED:
256.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
256.37 FT X 20 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
256.37 FT X 40 GROUND COVER/100 FT = 102.6 (123) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER
SCHINOLE AVE. BUFFER (10 FT)
LENGTH = 212 FT – 20 FT – 6 FT = 256.37 FT
TREES REQUIRED:
256.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
256.37 FT X 20 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
256.37 FT X 40 GROUND COVER/100 FT = 102.6 (123) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER
PLANT LIST (WEST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HD | 315 | HELIANTHUS DEBILIS | BEACH SUNFLOWER | 1 GAL., 24" O.C.
TV | 99 | TRIADENIA VOLUCRIS | SOCOTY GARLIC | 1 GAL. 12"-15" SPD., 20" O.C.
ZP | 63 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 191 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL., 36" O.C., 24" HT., MIN.
SA | 51 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 36" O.C., 24" HT., MIN.
PM | 8 | PODOCARPUS MACROPHYLLA | YEW PODOCARPUS | 7 GAL., 36" O.C., 24" HT., MIN.
SP | 70 | SABAL PALMETTO | SABAL PALM | 15' HT. 2.5" MIN CAL. 12' HEIGHT MAX. BOOTS REMOVED
CO1 | 5 | COCCOLOBA UVIFERA | SEA GRAPE | 15' HT. 2.5" MIN CAL.
SOD | | | ST. AUGUSTINE SOD
LANDSCAPE CALCULATIONS (WEST SITE)
TREES REQUIRED:
SITE AREA = 33,070 SF
LANDSCAPE AREA = 22,600 SF = 22 TREES
9,850 SF X (1 TREE/400 SF) = 25 TREES
TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES
A1A BUFFER (20 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 3 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER PROVIDED = 89 GROUND COVER
ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 153 FT – 20 FT – 6 FT = 127 FT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30 GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER
WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20 GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 54 SHRUBS
GROUND COVER = 44 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 230 FT – 20 FT – 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER = 30 GROUND COVER
PLANT LIST (EAST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HD | 1,138 | HELIANTHUS DEBILIS | BEACH SUNFLOWER | 1 GAL., 20" O.C.
TV | 82 | TRIADENIA VOLUCRIS | SOCOTY GARLIC | 1 GAL. 12"-15" SPD., 20" O.C.
ZP | 223 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 72 | VIBURNUM SUSPENSUM | SANDANKWA VIBURNUM | 7 GAL., 36" O.C., 24" HT., MIN.
SA | 109 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 36" O.C., 24" HT., MIN.
PM | 34 | PODOCARPUS MACROPHYLLA | YEW PODOCARPUS | 3 GAL., 36" O.C., 24" HT., MIN.
SB | 34 | SPARTINA BAKER | SAND CORDGRASS | 3 GAL., 36" O.C., 2'-3' HT.
CU | 88 | COCCOLOBA UVIFERA | SEA GRAPE | 7 GAL., 36" O.C., 24" HT., MIN.
CE | 140 | CONOCARPUS ERECTUS VAR. SERICEUS | SILVER BUTTONWOOD | 7 GAL., 36" O.C., 24" HT., MIN.
MC | 72 | MURAYA EXIMIA (PINK) | MURAYA CARILLARIS | 3 GAL., 36" O.C., 24" HT., MIN.
SP | 133 | SABAL PALMETTO | SABAL PALM | 12' HEIGHT MAX. @ CLEAR TRUNK BOOTS REMOVED
LL | 8 | LIGUSTRUM JAPONICUM | LIGUSTRUM TREE | (2) 7" TRUNK MINIMUM 8" COMBINED CAL.
PD | 4 | PHOENIX DACTYLIFERA 'MEDJOOL' | MEDJOOL DATE PALM | 10' C.T.
CO1 | 8 | COCCOLOBA UVIFERA | SEA GRAPE | 15' HT. 2.5" MIN CAL.
SOD | | | ST. AUGUSTINE SOD
EAST BUFFER (6 FT)
LENGTH = 256.37 FT
TREES REQUIRED:
256.37 FT X 3 TREES/100 FT = 7.69 (7) TREES
SHRUBS REQUIRED:
256.37 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
256.37 FT X 20 GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 162 SHRUBS
GROUND COVER = 163 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 212.83 FT – 20 FT – 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 45 SHRUBS
GROUND COVER = 45 GROUND COVER
NOTES:
1. SEAWARD OF MAJOR STRUCTURES, FOR TREES PLANTED A MINIMUM OF TWO GROWING SEASONS, BRACING OR GUYING SYSTEMS SHALL BE INSTALLED TO RESIST SOIL FAILURE FROM FORCES OR ANCHORS DESIGNED TO BE INSTALLED BELOW ROOT BALL.
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
LANDSCAPE PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSWELL P.E. #83965 R.L.A. #A6667011
KEVIN A. LEE P.E. #71701
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
5 02-29-24 REVISED PER CITY PD AMENDMENT COMMENTS MRB
4 12-18-23 REVISED FENCING MRB
3 10-18-23 DELETED PUBLIC BEACH ACCESS MRB
2 05-02-23 REVISED MRB
1 01-17-23 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS
SHEET NO. 6
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
SEAL
GRAPHIC SCALE
SCALE: 1" = 30'
A-1-A (ATLANTIC AVENUE)
SCHINOLE AVENUE
ORMOND PARKWAY
10' LANDSCAPE BUFFER
6' LANDSCAPE BUFFER
SOD
SHRUB
MULCH
SEASONAL HIGH WATER ELEVATION = 7.38' (NAVD88) LOCATED 6/17/2022
MEAN HIGH WATER ELEVATION = 4.84' (NAVD88) LOCATED 6/17/2022
SAND AREA
524 SQ FEET ± 198.24'


LANDSCAPE CALCULATIONS (EAST SITE)
TREES REQUIRED
SITE AREA = 95,410 SF
LANDSCAPE AREA = 57,688 SF (60% OF SITE) = 63.6 (64) TREES
37,688 SF X (1 TREE/400 SF) = 94.2 (94) TREES
TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
8 SEA GRAPE TREES (1:1) = 8 TREES
6 6" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 91 TREES
A1A BUFFER (20 FT)
LENGTH = 306.43 FT – 9 FT – 29 FT – 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 4 TREES/100 FT = 12.26 (12) TREES
SHRUBS REQUIRED:
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
306.43 FT X 40 GROUND COVER/100 FT = 122.6 (123) GROUND COVER
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER
SEMINOLE AVE. BUFFER (10 FT)
LENGTH = 259.37 FT – 20 FT – 6 FT = 259.37 FT
TREES REQUIRED:
259.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
259.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
259.37 FT X 30 GROUND COVER/100 FT = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 80 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER
PLANT LIST (WEST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HO | 315 | HELIANTHUS DEBILIS | BEACH SUNFLOWER | 1 GAL., 24" O.C.
TV | 99 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
ZP | 63 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 191 | VERNONIA SUBPEDUNCULARIS 'LAVENDALE' | SANDHAMMER VERNONIA | 7 GAL., 36" O.C.
SA | 91 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 36" O.C.
PM | 8 | PODOCARPUS MACROPHYLLUS | YEW PODOCARPUS | 3 GAL., 36" O.C.
SP | 70 | SABAL PALMETTO | SABAL PALM | 12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
SOD | | | ST. AUGUSTINE SOD | | 1.5" MIN. CAL. 2.5" MIN. CAL.
PLANT LIST (EAST SITE)
SYMBOL | ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
HO | 1,138 | HELIANTHUS DEBILIS | BEACH SUNFLOWER | 1 GAL., 20" O.C.
TV | 82 | TULBAGHIA VIOLACEA | SOCIETY GARLIC | 1 GAL., 12"-15" SPD., 20" O.C.
ZP | 223 | ZAMIA PUMILA | COONTIE | 2 GAL., 36" O.C.
VS | 72 | VERNONIA SUBPEDUNCULARIS | SANDHAMMER VERNONIA | 7 GAL., 36" O.C.
SA | 109 | SCHEFFLERA ARBORICOLA 'TRINETTE' | VARIEGATED ARBORICOLA | 7 GAL., 36" O.C.
PM | 34 | PODOCARPUS MACROPHYLLUS | YEW PODOCARPUS | 3 GAL., 36" O.C.
SS | 34 | SPARTINA BAKERI | SAND CORDGRASS | 3 GAL., 36" O.C., 2'-3' HT.
CU | 66 | COCCOLOBA UVIFERA | SEA GRAPE | 7 GAL., 36" O.C., 24" HT., MIN.
CE | 140 | CONOCARPUS ERECTUS VAR. SERICEUS | SILVER BUTTONWOOD | 7 GAL., 36" O.C., 24" HT., MIN.
MC | 72 | MUHLENBERGIA CAPILLARIS | MUHLY GRASS (PINK) | 3 GAL., 36" O.C., 24" HT., MIN.
SP | 133 | SABAL PALMETTO | SABAL PALM | 12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
LL | 8 | LIGUSTRUM JAPONICUM | LIGUSTRUM TREE | 5" TRUNK MINIMUM 6" COMBINED CAL.
PD | 4 | PHOENIX DACTYLIFERA 'MEDJOOL' | MEDJOOL DATE PALM | 10' CT.
SOD | | | ST. AUGUSTINE SOD | | 1.5" MIN. CAL. 2.5" MIN. CAL.
LANDSCAPE CALCULATIONS (WEST SITE)
TREES REQUIRED:-
SITE AREA = 33,070 SF
33,070 SF X (1 TREE/1,500 SF) = 22 TREES
LANDSCAPE AREA = 14,682 SF (44%)
9,880 SF X (1 TREE/400 SF) = 25 TREES
TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES
A1A BUFFER (20 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 4 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER
ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 133 FT – 20 FT – 6 FT = 107 FT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30 GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 30 SHRUBS
GROUND COVER = 30 GROUND COVER
WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20 GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 44 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 129 FT – 20 FT – 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 30 GROUND COVER
EAST BUFFER (6 FT)
LENGTH = 366.33 FT
TREES REQUIRED:
366.33 FT X 3 TREES/100 FT = 7.37 (7) TREES
SHRUBS REQUIRED:
366.33 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
366.33 FT X 20 GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 165 SHRUBS
GROUND COVER = 165 GROUND COVER
SOUTH BUFFER (6 FT)
LENGTH = 243.83 FT – 20 FT – 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 3 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER
NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SHALL BE INSTALLED AND MAINTAINED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST 50 POUNDS OF FORCE APPLIED IN ANY DIRECTION. ALL GUYING DEVICES CREATED BY STORMS AND SHALL BE INSTALLED BELOW ROOT BALL.
GRAPHIC SCALE
SCALE: 1" = 30'
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
LANDSCAPE PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553
STEVE BUSWELL P.E. #63985 R.L.A. #6667011
KEVIN A. LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
5 02-29-24 REVISED PER CITY PD AMENDMENT COMMENTS MRB
4 12-18-23 REVISED FENCING MRB
3 10-18-23 DELETED PUBLIC BEACH ACCESS MRB
2 05-02-23 REVISED MRB
1 01-17-23 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS
SHEET NO. 6
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
SEAL
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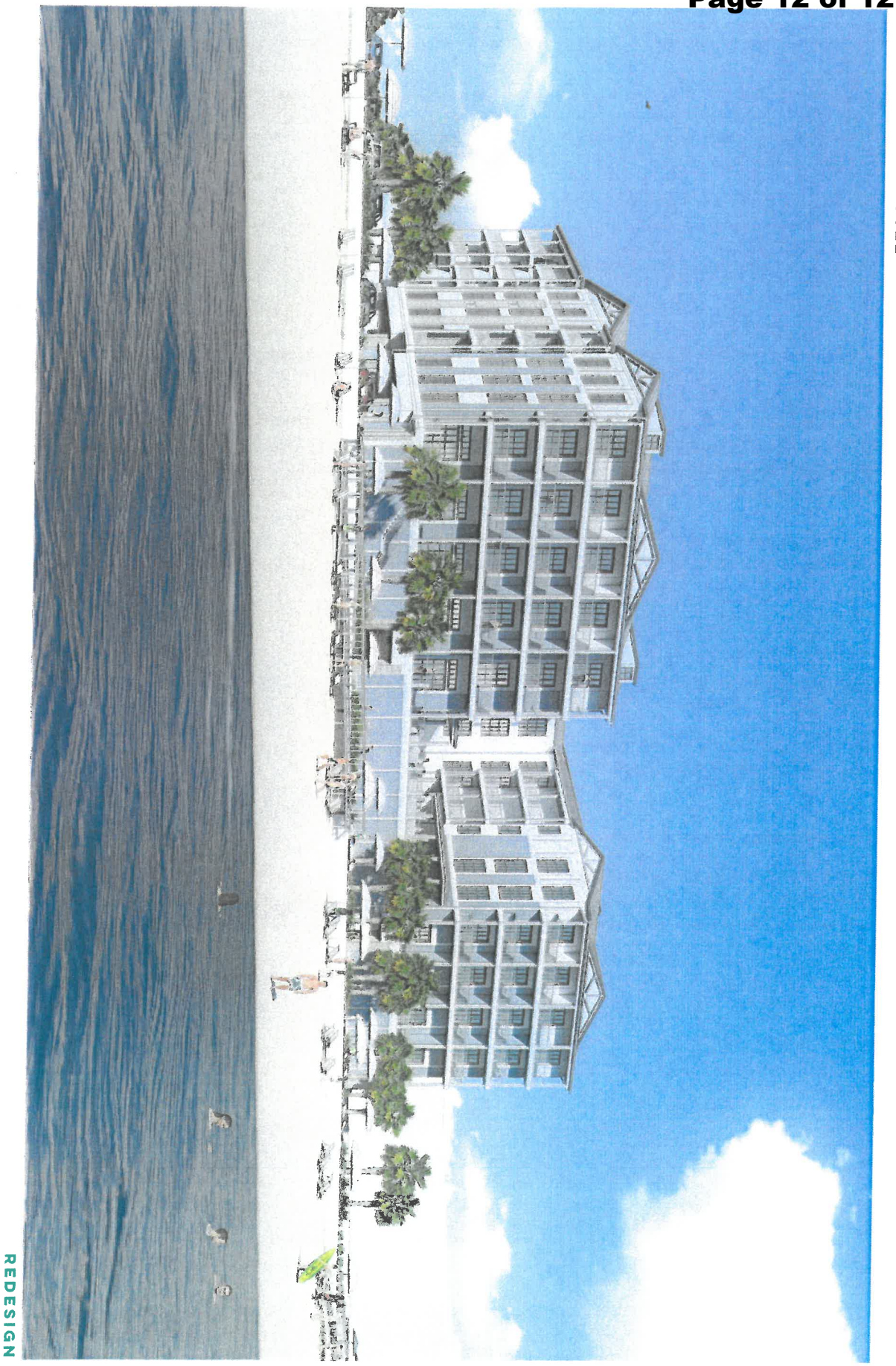
ORMOND BEACH HOTEL

REDESIGN IMAGERY

ORMOND BEACH HOTEL
REDESIGN


ORMOND BEACH HOTEL
REDESIGN

PLANNING BOARD
STAFF REPORT
Ormond Beach Holdings, LLC, PBD Amendment
Project Number: PZ-2024-006

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (first reading), May 7, 2024 (second reading)
APPLICANT:	Ormond Beach Holdings, LLC, property owner
LOCATION:	251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
REQUEST:	Planned Business Development amendment to Ordinance 2023-05 to amend the development order for the Ormond Beach Holdings, LLC, project by removing a proposed sidewalk/beach access improvement that was illustrated to become part of the adjacent Volusia County Seminole Avenue beach approach.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order for the site by removing a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).

SECTION 2, BACKGROUND:

The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres). The property at 251 South Atlantic Avenue has a land use designation of “Tourist Commercial” and a zoning classification of PBD, Planned Business Development. The portion of the property at 264 South Atlantic Avenue has an existing land use designation of “Low Intensity Commercial” and a zoning classification of PBD, Planned Business Development.

The property at 251 South Atlantic Avenue was formerly the Surfside hotel that was impacted by the 2004 hurricanes and demolished in 2010. City records indicates that the former hotel had 149 rooms. The land has been vacant since the demolition. The portion of the property at 264 South Atlantic Avenue was part of the former Florida Hospital Oceanside property. This building was also impacted by storm events and the 114,100-square-foot building was demolished in 2019.

The following zoning approvals have occurred with the project:

1. Land Use: Ordinance 2023-03 – approved January 24, 2023. The Ordinance approved a Comprehensive Plan Land Use Map amendment for the portion of the parking for the hotel use to “Low Intensity Commercial and the residential development, Tides Edge, land area from “Public Institutional” to “Low Density Residential”.
2. Zoning Map Amendment: Ordinance 2023-04 - approved January 24, 2023. The Ordinance authorized an amendment to the zoning map for the project from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development.
3. Issuance of a Development Order: Ordinance 2023-05 - approved January 24, 2023. The Ordinance authorized a development for a hotel (137 rooms) and a remote parking under certain conditions. Exhibit “C” of the development order contained a condition that the applicant would construct a public sidewalk and beach walkover parallel to the Seminole Avenue beach approach and dedicate the improvement to Volusia County.

4. Site Plan Review Committee (SPRC): Approved on May 24, 2023 the site plan to allow a five story, 95,700 square foot hotel with 137 rooms and associated site improvements.
5. Minor Modification: On September 6, 2023 City Commission agenda was a disposition item that affirmed the Planning Director's determination that architectural changes, including those required by the Florida Department of Environmental Protection review, were a minor modification to the approved development order.

The property owner, Ormond Beach Holdings, also purchased the remainder of the former Florida Hospital property at 264 South Atlantic Avenue (remainder of the lot not dedicated to the parking lot), 300 South Atlantic Avenue and 225 Magnolia Drive for redevelopment of a 15-lot residential subdivision known as Tides Edge. The Tides Edge project is not part of or associated with the hotel project.

SECTION 3, ANALYSIS:

Project description: The hotel project has an approved development order and site plan. **The only amendment of the application is the removal of the sidewalk and public walkover required with the orginial development order**. Below are key attributes of the approved project:

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The hotel (transient lodging) is a permitted use within the original zoning of B-6, Oceanfront Tourist Commercial.
3. The building height is proposed to be 72'. The hotel is five (5) stories. A survey to verify the height of the building would be required as part of the building construction.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The parking calculation for hotels requires 1.5 parking spaces per unit or 206 parking spaces. The Land Development Code allows a 20% reduction of parking spaces within multimodal corridors. The required parking for the hotel use is 165 parking spaces and 170 parking spaces are provided.
6. The project was required to construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover were planned in the original development order to be deeded to Volusia County.
7. Oceanfront rear yard setback. The Land Development Code requires a calculated average oceanfront setback which is 67.4'. The approved development order approved an oceanfront setback of 58'.

8. Side corner setback along the Seminole approach. The required building side corner setback abutting the Seminole approach is 25'. Based on the proposed beach sidewalk and walkover approved in the original development order a building setback of 23.5'was approved.
9. Parking lot landscaping. The approved development order allows parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces.
10. Remote parking. The approved development order authorized parking on the west side of South Atlantic Avenue.
11. A roadway improvement plan has been completed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. The pedestrian connection links the remote parking lot on the west side of South Atlantic Avenue and the hotel property.
12. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
13. A bus shelter is proposed on the west side of South Atlantic Avenue.
14. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
15. Both properties are cleared based on previous uses and no wetlands exist on either parcel.

The following table shows the surrounding land uses and zoning:

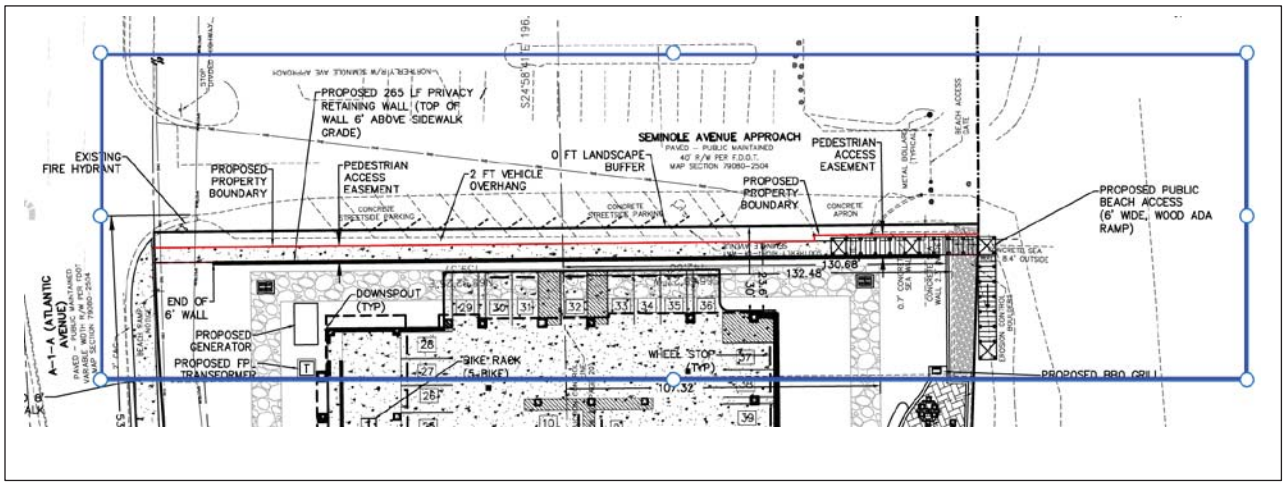
EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Seminole Avenue Beach Approach and hotel	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial
South	Commercial uses and Tides Edge Single-Family lots	"Tourist Commercial" and "Low Density Residential"	B-6, Oceanfront Tourist Commercial and R-3, Single-Family Medium Desnity
West	Commercial uses and Tides Edge Single-Family lots	"Tourist Commercial" and "Low Density Residential"	B-7, Highway Tourist Commercial and R-3, Single-Family Medium Desnity
East	Atlantic Ocean and commercial uses	"Tourist Commercial"	B-6, Oceanfront Tourist Commercial

Proposed amendment

The sole amendment to the development order is a request to remove a condition that required a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach and dedicated to Volusia County. Below is an image from the approved site plan:

EXHIBIT 2: Approved site plan – beach sidewalk and walkover:



At the beginning of the project, in February 2022, there was discussion between Site Plan Review Committee (SPRC) staff and the project team to construct a dedicated pedestrian beach access to aid the Seminole Avenue beach approach. On March 24, 2022 there was a virtual meeting between city staff, applicant, Volusia County staff, and the applicant's attorney's and engineers that discussed the Seminole Beach approach. Staff's understanding of the result of this meeting was that Volusia County was willing to accept the dedicated pedestrian beach access and maintain the constructed improvement. The project proceeded forward with this understanding and the development order was written that required the project to construct the pedestrian beach access improvements and deed the completed improvements to Volusia County.

Beginning in August 2023, city staff was made aware that Volusia County would not accept the maintenance and liability of the proposed pedestrian beach access improvements. On October 16, 2023, Volusia County staff provided an e-mail (ATTACHMENT 2) to the applicant as follows:

"The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it."

Volusia County staff has stated that the property owner or the City of Ormond Beach could maintain the proposed improvement. The applicant has indicated that they are willing to construct and dedicate the improvements but would not have accepted the

concept of the public beach access walkover if they were required to maintain the improvement and provide liability insurance.

Staff's review of the issue is as follows:

1. Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
2. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed.
3. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities.
4. The City could elect to accept maintenance and liability of the beach walkover improvement.

Project public benefits:

Section 2-36(h)(3) of the Land Development Code requires the provisions of public benefits for Planned Developments that demonstrate that a project's site plan design is more than the minimum standards required. The original development order staff report includes the following public benefits from the applicant:

1. Increase the number of optional architectural attributes (two (2) or more over and above the required minimum of three (3) optional attributes).
2. Provide a sheltered bus stop.
3. Provide parking to the side or rear of the building with the building facing the public right-of-way.
4. Provide a combination of walls, berms and landscaping to define the perimeter of the site.

The original development order staff report detailed additional public benefits as follows:

In addition to the public benefits stated in the applicant's letter, staff noted that the public beach walkway and access ramp is a public benefit designed to increase beach access. The project has also provided larger landscape buffer areas along South Atlantic Avenue. Finally, staff noted that the project is seeking monument site signage where the Land Development Code would allow pole signage.

If there is a decision to grant the amendment request, the project would comply with the requirements of providing public benefits for the redevelopment of the subject property.

SECTION 4, CONCLUSION:

In considering an application for a Planned Business Development, the Planning Board may recommend to approve, approve with conditions, or disapprove on the extent to which the development offers site amenities above what normally are found for permitted uses in the district with regard to the following:

a) Building form, architecture and appropriateness of materials with regard to long-term maintenance, relation to the surrounding neighborhood, and aesthetics. Architectural drawings shall be approved as part of the development order and adhered to in all development phases.

The proposed building utilizes the Florida Cracker architectural style in accordance with the Land Development Code. The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the building elevations.

b) Landscaping and related site amenities.

The project has provided landscape plans that meet or exceed the Land Development Code requirements. Each site is cleared and vacant. The proposed PBD amendment for the removal of the beach sidewalk and walkover would provide additional landscaping abutting the Seminole Avenue approach.

c) Mitigation of off-site impacts.

The site plan has been designed to mitigate any off-site impacts. The pedestrian crossing is a key improvement that has been constructed. The proposed PBD amendment for the removal of the beach sidewalk and walkover would not create off site impacts.

d) Overall lighting plan, particularly in relation to aesthetics and glare reduction.

A photometric plan has been approved and the proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the lighting plan.

e) Overall signage plans, particularly in relation to aesthetics and readability.

The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the approved sign plans.

SECTION 5, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. According to Chapter 1, Article II, Section 1-15(e) (1-10) of the Land Development Code, the Planning Board shall consider the following when making its decision:

1. The proposed development conforms to the standards and requirements of this Land Development Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

The proposed PBD amendment for the removal of the beach sidewalk and walkover would not impact the public health, safety, welfare, and the quality of life will not be adversely affected. Volusia County has stated that there is not a need for an additional beach access based on the beach approach at Seminole Avenue. Removal of the beach sidewalk and walkover would cure the setback encroachment and landscape waiver granted in the original development order to allow the public pedestrian walkover.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The property is designated as “Tourist Commercial” and “Low Intensity Commercial” on the City’s Future Land Use Map (FLUM). The overall development is consistent with the adopted 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 proposed PBD amendment does not have any impacts to this criterion. There are no wetlands on-site and the property is not located in the flood zone. The project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The PBD amendment will not create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   There are adequate public facilities to serve the proposed development, including roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire, and police safety. The proposed PBD amendment would not impact public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The PBD amendment has no traffic impacts. As discussed in the original development order, the project is within the city’s Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan. Policy 1.5.2 of the Transportation Element of the Comprehensive Plan states, “Development and redevelopment within designated TCEAs are exempt from traditional state-mandated transportation concurrency requirements but shall comply with Objective 1.6 of the Transportation Element and associated policies as well as transit design principles.”

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site plan is functional and provides an aesthetically acceptable landscape plan and building elevations. The proposed hotel is a substantial investment into the South Atlantic Avenue corridor. The last new construction of transient lodging was the Royal Floridian additional building in 2010. The PBD amendment will not impact the functional use of space.

8. **The proposed development provides for the safety of occupants and visitors.**

   The PBD amendment will not impact the safety of occupants and visitors. Volusia County staff stated that no beach access is required for the Seminole Avenue approach.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The PBD amendment is solely for the removal of the public sidewalk and beach walkover and does not involve any building materials or architectural features.

10. **The testimony provided at public hearings**.

    This application has not been heard and no public testimony has been provided.

SECTION 6, RECOMMENDATION:

The sole action sought in the PBD amendment is the removal of the required sidewalk and beach access walkover based on the determination of Volusia County that the additional access is not needed parallel to the Seminole Avenue beach approach. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed. The City also cannot compel the developer to accept the maintenance responsibility and liability that a public entity should be responsible to maintain.

Based upon these conclusions, it is recommended that the Planning Board **APPROVE** the development order amendment by allowing the removal of the proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County Seminole Avenue beach approach.

Attachments:

Attachment 1: Project maps
Attachment 2: Correspondence regarding the beach sidewalk and walkover
Attachment 3: Original Development Order, Ordinance 2023-05
Attachment 4: Applicant provided information

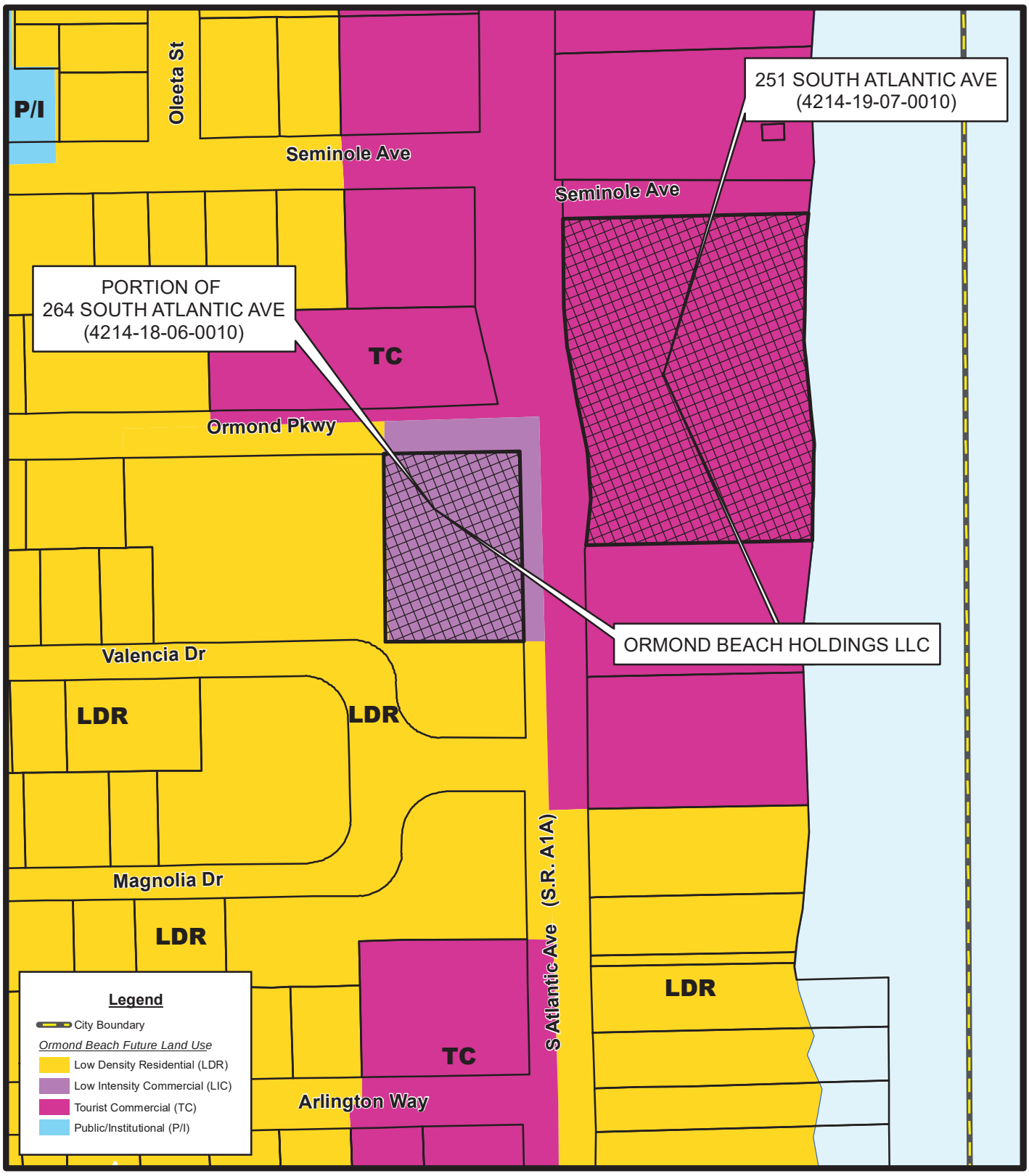
ATTACHMENT 1

Project maps

AERIAL MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

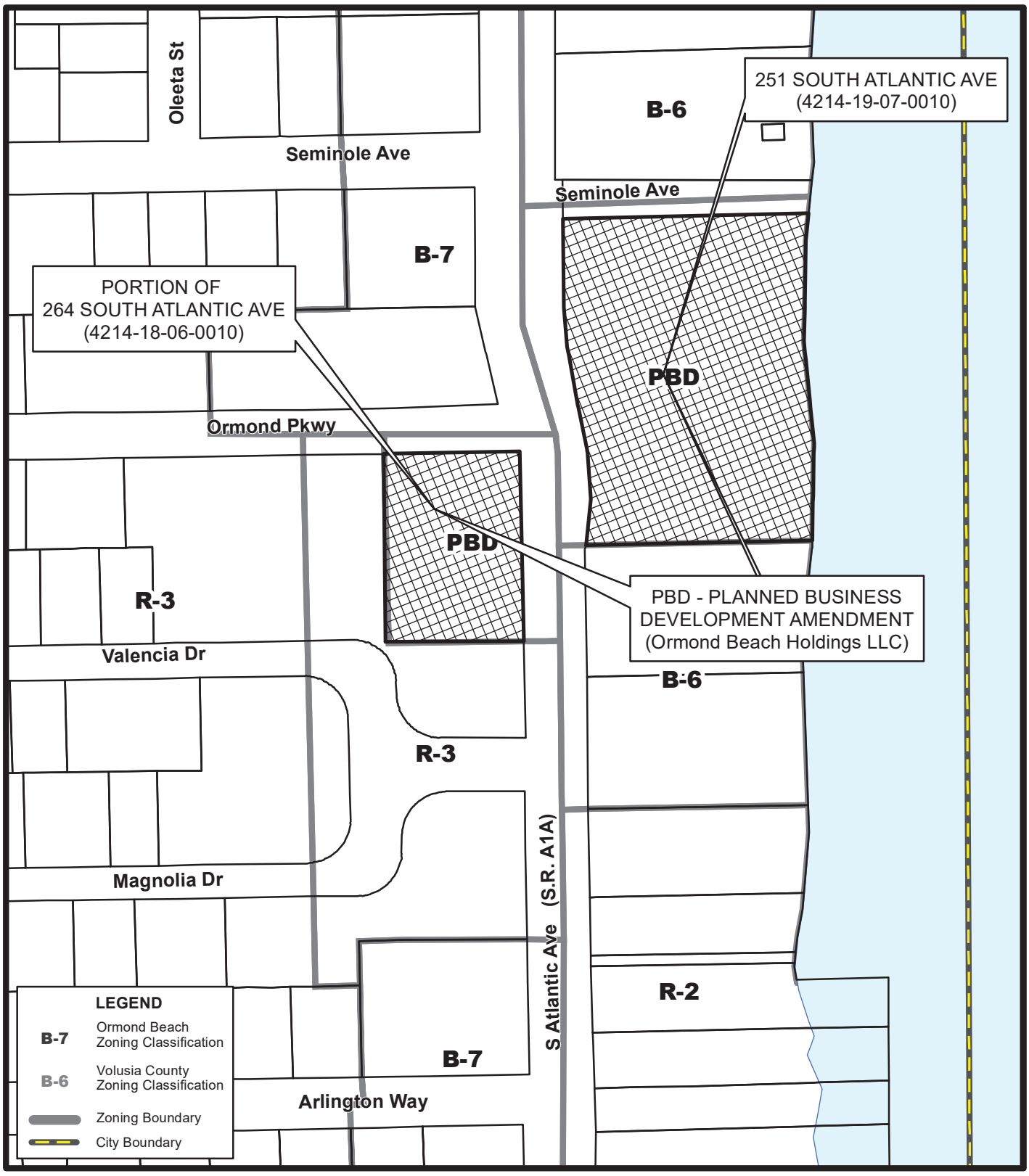
N.T.S.



FUTURE LAND USE MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

N.T.S.



ZONING MAP
251 & PORTION OF 264 SOUTH ATLANTIC AVE
(4214-19-07-0010 & 424-18-06-0010)

Prepared By: City of Ormond Beach
G.I.S. Department - February 21, 2024

N.T.S.

ATTACHMENT 2

Correspondence regarding the beach sidewalk and walkover

Debi LaCroix

Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

From: Russ Brown <rbrown@volusia.org>
Sent: Monday, October 16, 2023 2:06 PM
To: Rob Merrell <rob.merrell@cobbcole.com>
Cc: Jessica Gow <jessica.gow@cobbcole.com>; Suzanne Konchan <SKonchan@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Rob – Thanks for the email. The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Rob Merrell <rob.merrell@cobbcole.com>
Sent: Monday, October 16, 2023 1:53 PM
To: Russ Brown <rbrown@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>
Cc: Jessica Gow <jessica.gow@cobbcole.com>
Subject: Fwd: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ and Suzanne, you have us in a bit of a spot between a rock and a hard place here. My clients are not comfortable deeding the land for public access to the county but then having to maintain it and worry about the liability. We're happy to give you the property to supplement the existing beach approach but I don't think it's fair to require us take on that additional responsibility. We need to get this worked out because if we have to change our plans in this regard, we will have to go back and get city commission approval.

Thanks, Rob

COBB COLE Attorneys at Law Since 1925

Rob Merrell
Florida Bar No. 726974
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9263 | (F) 386-944-7955
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Tuesday, October 3, 2023 2:31:43 PM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – The county is willing to accept fee simple for the proposed public access but not maintenance responsibilities for it. That would remain with the developer. Thanks.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Thursday, September 28, 2023 4:01 PM
To: Russ Brown <rbrown@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ/Steven,
I hope all is well! I think that the project team discussed the dedication extent and easement over the sidewalk with the County early on (March 2022), but I cannot find anywhere where underlying maintenance was discussed during those meetings, so there may have just been a difference in interpretation by each side of who would maintain.

The current design of the site includes the sidewalks outside of a perimeter fence, which would make maintenance by the property owner difficult. Is the County open to maintaining the beach ramp that connects to the beach access and down to the beach? The hotel has a private beach access, so the proposed ramp is solely for benefit by the public.

Jessica Gow
Attorney at Law
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Daytona Beach, FL 32114
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Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Friday, September 15, 2023 2:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Jessica Gow <jessica.gow@cobbcole.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Steven – Thank you for the email.

Generally, in projects of this nature, the county normally does not take fee ownership and accept maintenance responsibility. We will accept an easement for public access with maintenance responsibilities remaining the responsibility of the underlying fee owner which is what was conveyed in this situation to the property owner. Additionally, in these situations, we've seen the developer dedicate public access to the local municipality as well.

Let me know if you would like to discuss further. Thanks again.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Friday, September 15, 2023 11:39 AM
To: Russ Brown <rbrown@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>
Cc: 'klee@parkermynchenberg.com' <klee@parkermynchenberg.com>; 'Jessica Gow' <jessica.gow@cobbcole.com>; 'pkmynch@gmail.com' <pkmynch@gmail.com>; 'adam@contenderdevelopment.com' <adam@contenderdevelopment.com>
Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Good morning,

There was a virtual meeting on March 24, 2022 regarding a sidewalk and beach access ramp to the south of the Seminole Avenue Beach Approach for the property at 251 South Atlantic Avenue. Ormond Beach was processing a Planned Business Development application for the property at 251 South Atlantic Avenue as a hotel redevelopment. One public benefit sought was an improvement for pedestrians to access the beach through a dedicated walkway along Seminole Avenue. My understanding of the March 22, 2022 virtual meeting with County staff, city staff and the project team for the hotel development was the developer was to construct the walkway and beach access ramp and Volusia County would accept a deed for ownership and maintenance. On this understanding, a development order was approved requiring the development to make the improvements and deed the land to Volusia County.

My understanding from the e-mail below is that Volusia County does not desire to have the maintenance responsibility on the improvement that was planned to be deeded as part of the Volusia County right-of-way. Before city staff starts the process of releasing the development from the obligation of making the improvement to improve beach access for pedestrians, Planning staff is seeking confirmation that Volusia County will not accept the deed for the land area or the maintenance of the access improvement as shown on the Ormond Beach approved site plan and development order.

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

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Thursday, August 31, 2023 8:38 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: OrmondMarriott <Ormondmarriott@cobbcole.com>
Subject: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

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Steven,

Per our previous discussion, the County does not want to own and maintain the public beach access improvements that were proposed with the Ormond Hotel proposed at 251 S Atlantic Ave. The project approval included a new public sidewalk and an ADA beach ramp for the Seminole Ave beach approach, that would be dedicated to the County.

See email below from the County indicating that they do not want any maintenance responsibility of these improvements. The hotel project has a separate beach access ramp proposed for their guests and does not require this sidewalk or access ramp, they were proposed as a public benefit.

Please advise if we can remove the sidewalk and public access ramp from our project scope?

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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------ Forwarded Message ------
From "Jessica Gow" <jessica.gow@cobbcole.com>
To "Klee" <klee@parkermynchenberg.com>
Date 8/22/2023 11:36:03 PM
Subject FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Kevin,
See email from Russ below on the County maintenance item… do we need a letter?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Russ Brown <rbrown@volusia.org>
Sent: Friday, August 18, 2023 9:37 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>; Jacquelin Kane <JKane@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Mark McClain <MMcClain@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>
Subject: RE: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – Yes. The county will have no maintenance responsibility. Thanks.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Friday, August 18, 2023 9:33 AM
To: Russ Brown <rbrown@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Mark McClain <MMcClain@volusia.org>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

County team,
A follow up question on scope of the public access easement for this site – there will be a sidewalk but also the ADA wooden ramp to the beach – is the County's thought that these would be privately maintained in their entirety?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Friday, August 18, 2023 9:28 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Phillips, Mike <mphillips@dewberry.com>; dhettinger@dewberry.com
Subject: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica,

See attached.

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

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ATTACHMENT 3

Original Development Order, Ordinance 2023-05

ORDINANCE NO. 2023-05

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PORTION OF 264 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0010), TO BE KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE DEVELOPMENT OF THE PROPERTY AS A HOTEL AND REMOTE PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Ormond Beach Holdings, LLC, a Florida limited liability company, is the owner of real property ("Applicant/Property Owner") located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Applicant/Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development ("PBD") to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres, to be known as "Ormond Beach Holdings, LLC" as described and

depicted in the Planned Business Development (PBD) Development Order attached hereto and incorporated herein, and

WHEREAS, the proposed development of the subject property is contingent upon a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and change in zoning (Ordinance No. 2023-04) pertaining to the subject property being approved, and becoming effective in accordance with Section 163.3184(12) and Section 163.3187, *Florida Statutes*, and

WHEREAS, the proposed development order is contingent upon the *Comprehensive Plan* amendment and rezoning becoming effective, and

WHEREAS, the Property is to be rezoned from B-6, Oceanfront Tourist Commercial and B-1, Professional Office/Hospital to PBD, Planned Business Development, and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-6 (Oceanfront Tourist Commercial) zoning district except as otherwise provided in the PBD Development Order, and

WHEREAS, the Planning Board held a public hearing in accordance with Section 1-15(c)(5) of the *Land Development Code,* and has recommended approval of the proposed Development Order for the project, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(1), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony provided at public hearings, including from the City's planning staff, the Applicant, expert witnesses, and persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds that there is competent substantial evidence to support the following:

(1) The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health; safety, welfare or quality of life;

(2) The proposed development is consistent with the *Comprehensive Plan*;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage,

fire and police safety, parks and recreation facilities, schools, and playgrounds, as proposed;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as proposed;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The application of the Property Owner for the issuance of a Planned Business Development Development Order for the "Ormond Beach Holdings, LLC" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the Ormond Beach Holdings, LLC Planned Business Development to allow the construction of a hotel, including a remote parking lot, on the west side of South Atlantic Avenue and associated site improvements under certain conditions on the Property, consisting of approximately 2.95 acres.

SECTION THREE. Section 2-27(B)(9)(d) of the *Land Development Code* requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building, and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FOUR. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access, which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan, and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

SECTION FIVE. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved, with the condition that the pedestrian crossing is required to be in place and operational prior to the Certificate of Occupancy for the proposed hotel.

SECTION SEVEN. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PBD Development Order.

SECTION EIGHT. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

PASSED UPON at the first reading of the City Commission this 10th day of January, 2023.

PASSED UPON at the second and final reading of the City Commission this 24th day of January, 2023.

BILL PARRINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2023\01-10-23\23-05 DEVELOPMENT ORDER OBH LLC, (P22-0200G).DOCX\

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Robert A. Merrell III, Esquire, on behalf of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company
	Application No.	2022-018
	Project Name:	Ormond Beach Holdings, LLC
	Property Address:	251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue
	Parcel ID No.:	4214-19-07-0010 and 4214-18-06-0010

PLANNED BUSINESS
DEVELOPMENT
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on January 10, 2023 and January 24, 2023, and the City Commission having considered those items as required by 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the PBD, Planned Business Development, zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the *Comprehensive Plan*;

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds, as amended;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe, as amended;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; and

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Robert A. Merrell, III, Esquire, Cobb Cole, with authorization of the property owner, Ormond Beach Holdings, LLC, a Florida Limited Liability Company ("Applicant/Property Owner") for a Development Order for a Planned Business Development to be known as "Ormond Beach Holdings, LLC", to be located at 251 South Atlantic Avenue and a portion of 264 South Atlantic Avenue (Volusia County parcel numbers 4214-19-07-0010 and 4214-18-06-0010) as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), to allow the construction of a hotel, including a remote lot on the west side of South Atlantic Avenue, under certain conditions on 2.95 acres and associated site improvements on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, Planned Business Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(b) of the *Land Development Code* before the planned development permit can be established, a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Business Development Order is abandoned for a period of two (2) years any permit issued hereunder and this Planned Business Development Order shall automatically become void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a Planned Business Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Business Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. The Applicant having requested concurrent review under Section 163.3184(12), *Florida Statutes*, of a small-scale land use *Comprehensive Plan* amendment (Ordinance No. 2023-03) and rezoning (Ordinance No. 2023-04) pertaining to the subject property, this development order shall be contingent, and effective, concurrent with and on the date the subject *Comprehensive Plan* amendment and rezoning become effective.

I. In the event a building permit has not been issued within thirty-six (36) months, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.*

J. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 24th day of January, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT A
Page 1 of 2

LEGAL DESCRIPTION
From Cover Sheet, Ormond Beach Holdings LLC site plan

251 South Atlantic Avenue

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

Portion of 264 South Atlantic Avenue

WEST SITE = 33,003 SF = 0.76 AC

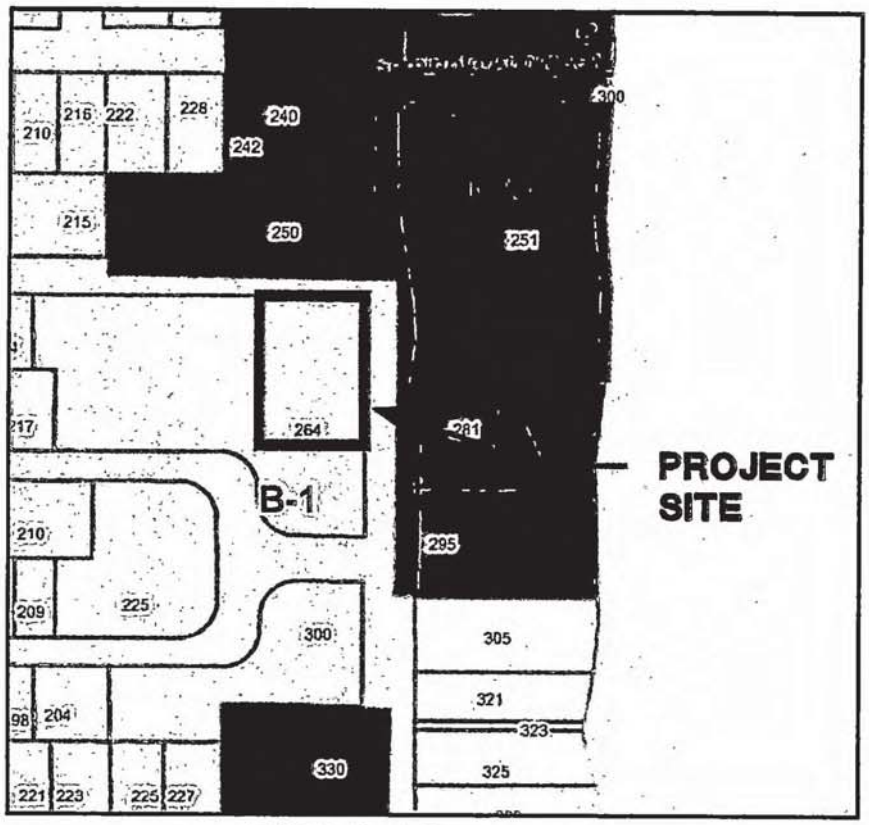
A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: [redacted], A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN [redacted], A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN [redacted]W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

EXHIBIT A
Page 2 of 2

Map of Area



ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL

EXHIBIT "B"
Page 1 of 4

Project Name: PZ-22-018(B) (Site plan & PBD)
Project Description: 251 South Atlantic Avenue, Ormond Beach Holdings, LLC
Review Comments List Date: 10/29/2022

Ref. # 20, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please identify emergency vehicle access route for the building.

Ref. # 21, Fire Plans Examiner, MLG Municipal Services, Cycle 1, Unresolved
Markup: Changemark note #01, C001-COVER.pdf
Please provide building elevation views to allow us to better comprehend the building elements and overall access.

Ref. # 50, Fire Plans Examiner, MLG Municipal Services, Cycle 2, Unresolved
Markup: Changemark note #01, C003-SITE.pdf
Please provide a clear fire apparatus access plan of the building site. Plan should include as a minimum: roadway widths and clear height, turn-around points, finished grades at street and property, location of all fire department connections and fire hydrants, elevation view and floor plan of the building showing entrances and means of egress from exits and stair towers,

Ref. # 59, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Seminole Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 281.37' total lineal footage subtract 20' west & 6' east buffer = 255.37' = 8 Required trees and not 7 (.5 or greater you round up). Only provided 5 trees, please add plant materials to meet requirement.

Ref. # 60, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Buffer, C006-LANDSCP.pdf
Buffer length = 368.33' (see survey)
Required shrubs & ground covers = 74

Ref. # 61, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer, C006-LANDSCP.pdf
- For the buffer length, please show the math, 243.83' total lineal footage subtract 20' west & 6' east buffer = 218' (Correct). This buffer needs 4 trees and only providing 3 (palms 3:1). Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard.

Ref. # 62, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: A1A Buffer, C006-LANDSCP.pdf
For the buffer length, please show the math, 370.43' total lineal footage subtract 5' sidewalk, 28' & 22' driveways = 315.43' = 13 Required trees and not 12. Required shrubs & ground covers = 126
Other trees to consider, Silver Buttonwood, Oleander Standard, Seagrape Standard or Glossy Privet.

Ref. # 63, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Plant List, C006-LANDSCP.pdf
Specify the Cabbage palms with slick trunks, boots removed. The spec should be clear trunk and not clear height.

Ref. # 64, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer Hedge, C006-LANDSCP.pdf
Please move the hedge to the property line and place the ground covers in front of the hedge.

Ref. # 65, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Utilities, C006-LANDSCP.pdf
Please show and gray back all utilities and coordinate plant materials. Please screen the double check backflow preventer.

Ref. # 66, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Firebush, C006-LANDSCP.pdf
The required screening height for the HP is 24", please specify on the plant list.

Ref. # 67, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: East Side Tree Requirement, C006-LANDSCP.pdf
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(114) Proposed Palms (3:1) = 38 Trees
Proposed Phoenix Palms (1:1) = 4 Trees
(8) Proposed 6" Combined Trees (2 Tree Credits) = 16 Trees
TOTAL PROVIDED TREES = 58 (Deficient 36 Trees)

Ref. # 68, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer Calculations, C006-LANDSCP.pdf
1 tree/400 SF = 25 Trees (round up .5 and greater).
Please show how your meeting the tree requirement:
TREE CREDITS AS FOLLOWS:
(67) Proposed Palms (3:1) = 22 Trees
Proposed Trees = 5 Trees
TOTAL PROVIDED TREES = 27

Ref. # 69, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Ormond Parkway Buffer - West, C006-LANDSCP.pdf
For the buffer length, please show the math, 153' total lineal footage subtract 28' driveway, 20' west & 6' east buffer & 5' sidewalk = 94' = 3 Required trees. Required shrubs & ground covers = 28
Provided trees = 3 and not 4.

Ref. # 70, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Landscape Islands, C006-LANDSCP.pdf
Interior and terminal landscape islands require the palms to be planted in 3's, because three palms equals (1) tree.

Ref. # 71, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Buffer - Parking Lot, C006-LANDSCP.pdf
The lineal footage of this buffer = 214'
Required shrubs & ground covers = 43
Please move the hedge to the property line. Required ground covers = 43

EXHIBIT "B"
Page 3 of 4

Ref. # 72, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: South Buffer - West Parking Lot, C006-LANDSCP.pdf
For the buffer length, please show the math, 155' total lineal footage subtract 20' west & 6' east buffer = 129' = 3 Required trees
Required shrubs & ground covers = 26

Ref. # 73, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: Irrigation Plan, C008-IRRIG.pdf
- Please demonstrate how your meeting the Volusia County Waterwise Ordinance. 25% of the landscape area shall be low volume. Please provide requirement and how it's being met for both sites. I am assuming there will be 2 irrigation systems, one for the hotel and one for the parking lot? Please identify this on the irrigation legend and provide specifications.
Please show the water source for the west parking lot, the location of the controller, rain sensor & identify the mainline/size.
Please show the water source for the hotel and the location of the controller & rain sensor.
The irrigation legend shows a well for water source?

Ref. # 74, Landscape Architect, Cara Culliver, Cycle 3, Unresolved
Markup: West Parking - Firebush, C006-LANDSCP.pdf
Please specify a ground cover in place of the HP, it's going to compete with the SA. Other options are Purple Society Garlic, Portulaca or Orange Bulbine.

Ref. # 1, Planner 3, Becky Weedo, Cycle 1, Unresolved
Markup: Crown of Road Elevation, C004-CIVIL.pdf
It looks like the building will be located in a Flood Zone X which is not considered a Special Flood Hazard Area. Per Section 3-18(f)(7) of the City Land Development Code, to prevent increased flood damage outside of special flood hazard areas, the lowest floor of new principal buildings must be elevated at least 18 inches above the crown of road, unless the city engineer approves a lower height based on site-specific conditions. Per Section 1-22 of the LDC, "Crown of road means the elevation of the highest surface of street pavement within the right-of-way abutting the property or the elevation approved by the city engineer." The elevation numbers on the plan are very hard to read. Please call out the crown of road elevation on the plan.

Ref. # 49, Planner 3, Becky Weedo, Cycle 2, Unresolved
Comment: Please call out crown of road on C004-CIVIL.pdf plan. Very difficult to read those numbers.

EXHIBIT "B"
Page 4 of 4

Ref. # 46, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, PB criteria, Ormond Marriott PD Project Narrative.pdf
Please include in the letter, Describe how the project meets the Planned Business Development criteria - specifically 2-36(h)(4) of the LDC.

Ref. # 48, Planning Director, Steven Spraker, Cycle 2, Unresolved
Markup: Planning, photometric lighting plan, C003-SITE.pdf
Has a photometric lighting plan been completed? If so, please provide.

Ref. # 57, Utility 1, Mike Stephenson, Cycle 2, Unresolved
Markup: Sampling Station, C005-UTILITY.pdf
Add potable water sampling station near the edge of right of way. Add City detail W-20 to the planset.

Ref. # 75, Utility 1, Mike Stephenson, Cycle 4, Unresolved
Markup: Std Detail Update, C014-DETAILS.pdf
Please update City standard details throughout plan set to be the latest versions.

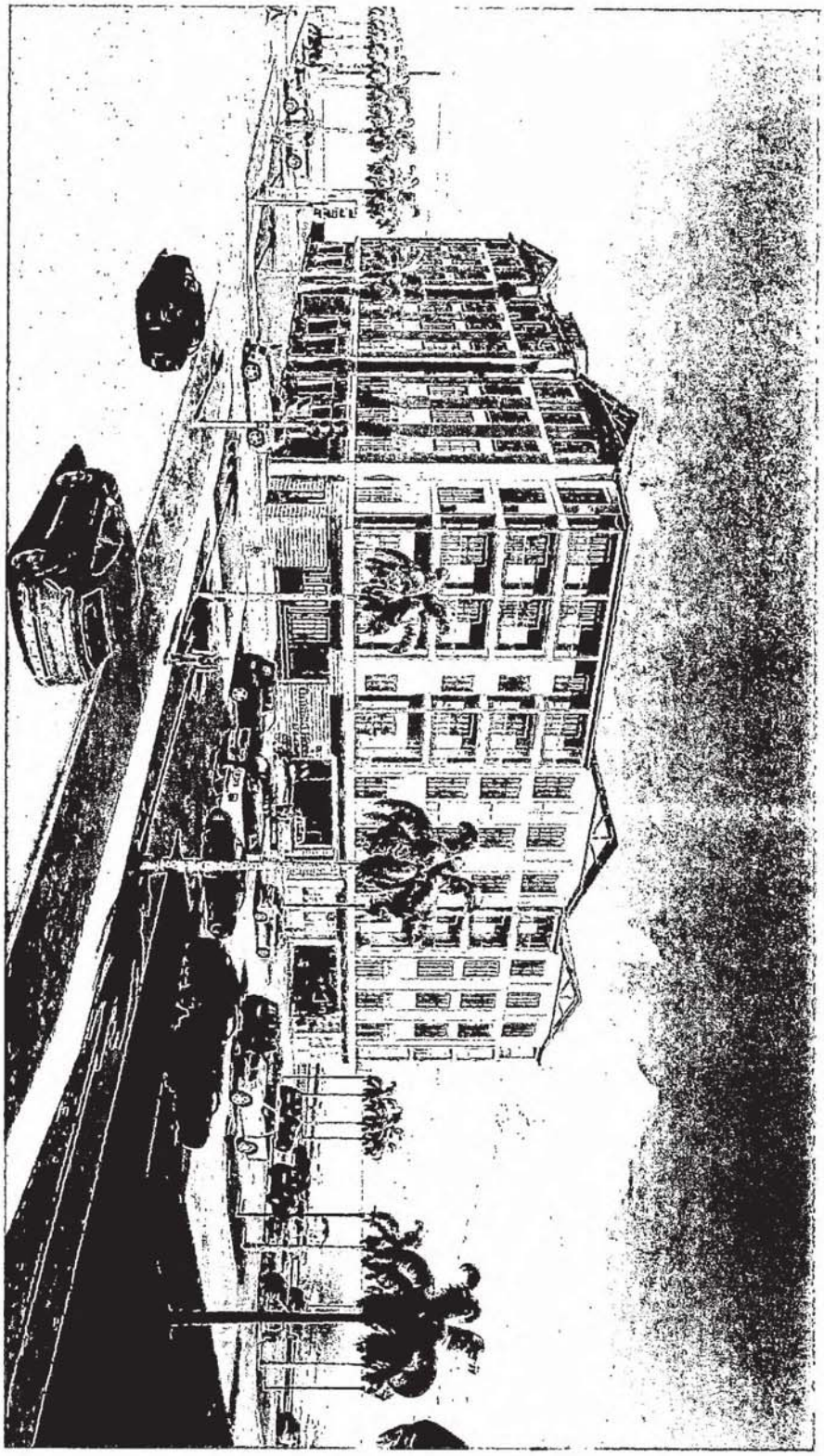
EXHIBIT "C"
Page 1 of 2

ORMOND BEACH HOLDINGS LLC
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. The site is approximately 2.95 acres and includes the property at 251 South Atlantic Avenue (2.19 acres) and a portion of the property at 264 South Atlantic Avenue (0.76 acres).
2. The proposed use is a 137-room hotel (defined in the Land Development Code as transient lodging). The hotel is proposed to be 95,700 square feet. The project shall maintain the uses and dimensional standards of the B-6, Oceanfront Commercial zoning district except for specifically approved in this development order.
3. The building height is proposed to be 72'. A survey shall be provided prior to the Certificate of Occupancy to verify the height of the building is no more than 75' in height.
4. The project is within the city's Transportation Concurrency Exception Area (TCEA) as described in Objective 1.5 of the Transportation Element of the Comprehensive Plan.
5. The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County.
6. Section 2-27(B)(9)(d) of the Land Development Code requires a calculated average oceanfront setback based on the average of all properties within 800 linear feet of the property. The oceanfront rear yard calculated average setback for all properties is 67.4'. The proposed oceanfront rear yard setback of 63' for the building and rear stairway setback of 58' for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
7. Section 2-27(B)(9)(c) of the Land Development Code requires a 25' side corner setback. The project proposes to deed a public walkway for beach access which reduces the side corner yard area. The side corner yard setback of 23.5'as shown on the site plan and a waiver of 1.5' as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.

8. Section 3-05(c)(6) of the Land Development Code states "A minimum of one (1) landscaped island shall be provided for every ten (10) parking spaces." The project request to allow parking lot landscape islands every 15 parking spaces in certain areas versus the Land Development Code requirement of every 10 parking spaces within the "Ormond Beach Holdings, LLC" Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby approved.
9. Section 3-29 of the Land Development Code details the requirements for remote parking. The remote parking located on the west side of South Atlantic Avenue, as shown, described, and depicted on Exhibit "D" to the PBD Development Order is hereby approved with the condition that the pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
10. There is a roadway improvement plan proposed by the Florida Department of Transportation (FDOT) to install pedestrian crossings along South Atlantic Avenue. This pedestrian connection would link the remote parking lot on the west side of South Atlantic Avenue and the hotel property. The roadway improvement plan includes a pedestrian crossing between Seminole Avenue and Ormond Parkway. The pedestrian crossing is required to be in place prior to the Certificate of Occupancy for the proposed hotel.
11. Monument signage is proposed for the hotel property (64 square feet) and the remote parking lot (48 square feet).
12. A bus shelter is required on the west side of South Atlantic Avenue.
13. The project has two access points onto South Atlantic Avenue for the hotel parcel at 251 South Atlantic Avenue. One access point is to the parking area under the building and the other is to the surface lot. The access point to the remote lot at 264 South Atlantic Avenue is from Ormond Parkway.
14. The project complies with the regulations of Section 2-27(F) of the Land Development Code that established other standards on building length and required side yard setbacks. This section limits the maximum building width to 200' and required combined side yard setbacks of 65. The building width is 198 linear feet and the combined side yard setback provided is 162.50 linear feet.
15. Hours of outside construction activities shall be from 7:00 a.m. to 7:00 p.m. Monday through Saturday, with no outside construction activities on Sundays. Required concrete pours outside the construction hour restrictions may be scheduled with the Planning Director with at least five (5) days prior to the activity.

EXHIBIT "D"
Page 1 of 15



ATLANTIC AVENUE - PERSPECTIVE

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

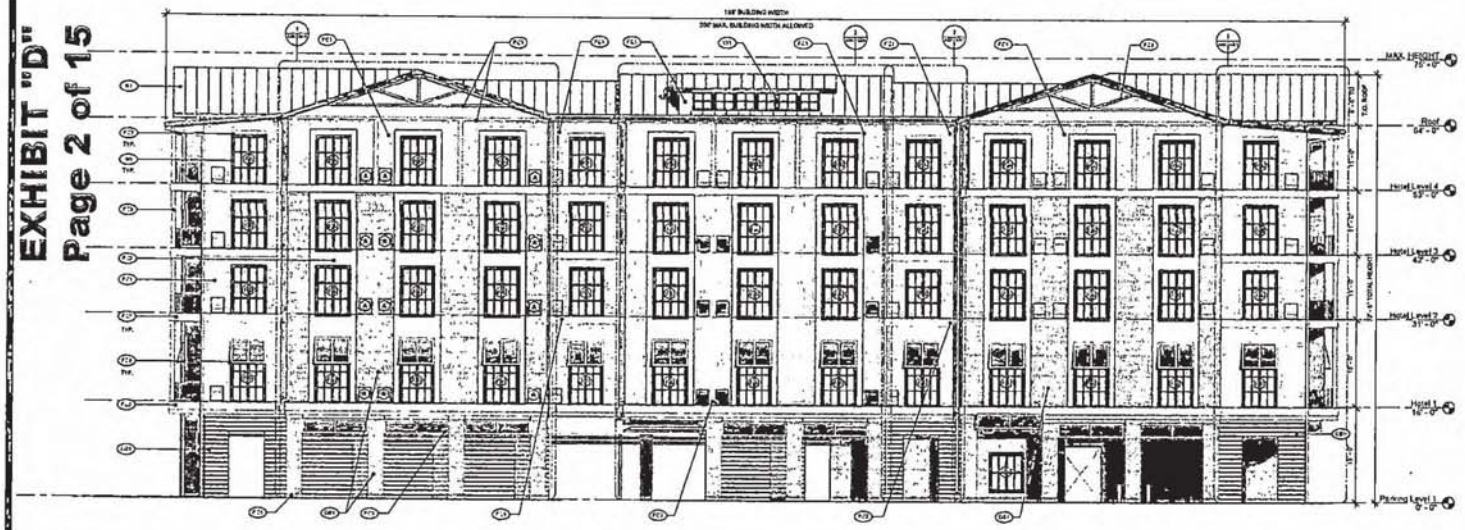
STUDIO Z ARCHITECTURE

ORMOND BEACH HOLDINGS, LLC

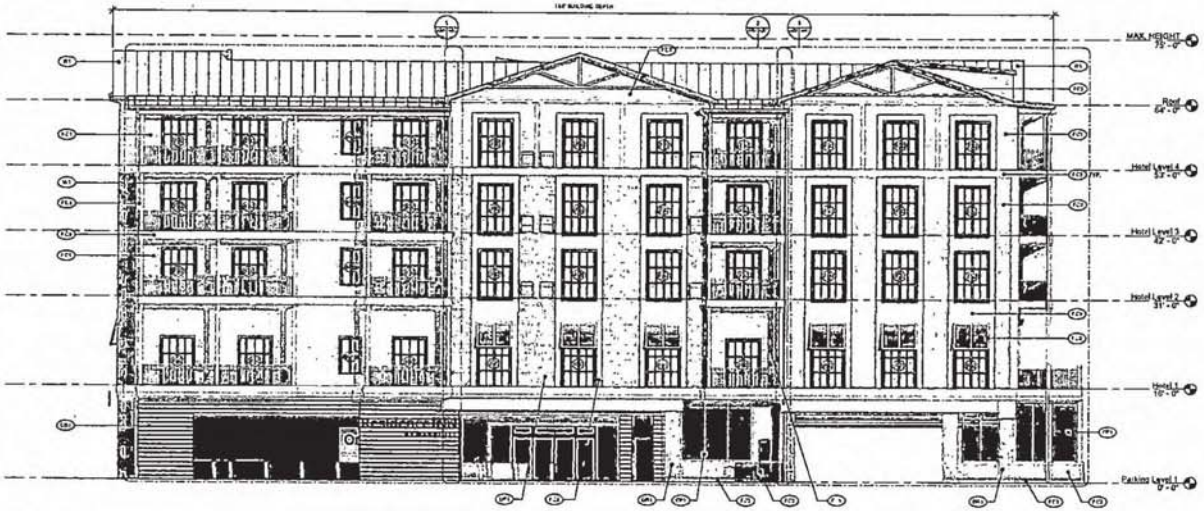
EXTERIOR PERSPECTIVE

A901

EXHIBIT "D"
Page 2 of 15



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANELS CEMBRIT SHALL BE INTEGRAL W/ THE FINISH AND NOT A PAINT OR STAIN
3. PAINT ALL ROOFTOP MOUNTED EQUIPMENT AND PENETRATIONS TO MATCH ADJACENT ROOF MATERIAL
4. ALL ROOFTOP EQUIPMENT IS MOUNTED TO BE SCREENED FROM VIEW AT ALL GRADE LEVELS
5. SEE SHEET A601 FOR ADDITIONAL WINDOW STC/OITC/IECC INFORMATION
6. PAINT STEEL CANOPIES TO MATCH ADJACENT FACADE COLOR/FINISH
7. REFER TO FLORIDA ENERGY PROJECT WORKSHEET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISH S TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL ACCESSORY BUILDINGS AT ANY GRADE LEVEL DOOR

ELEVATION FINISH LEGEND

- FCP1: FIBER CEMENT PANEL - SMOOTH, PLANK DETAIL
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: ARCTIC WHITE
- FCP2: FIBER CEMENT PANEL - SMOOTH, PLANK VERTICAL SIDING
  LOCATION: DESIGNATED EXTERIOR FACADES
  FINISH: BOOTHBAY BLUE
- FCT1: FIBER CEMENT TRIM - VARIOUS TRIM BOARDS
  LOCATION: HORIZONTAL AND VERTICAL BANDING, ELEGANT TRIM, AT SELECT WINDOWS, AND STRIATION BALCONY COLUMNS
  FINISH: ARCTIC WHITE
- MT1: 24INCH - GEMINI SMALL SHINGLE MODULAR 1 PHY SHAKE
  LOCATION: IN EACH GABLE STUCCO PEDIMENTS, GABLE VENTS, AND HALF ROUND COLUMNS
  FINISH: THERMA-NU BLOCK, SIM. TO SOLAR
- W1: WOOD TRIM
  LOCATION: WALL TRIMS AND WINDOW TRIM - ALL WINDOWS
  FINISH: TBD
- MS1: STANDING SEAM METAL ROOF
  LOCATION: ALL ROOFS
- CB1: COMPOSITE BOARD
  LOCATION: GROUND LEVEL SCREENING ITEMS
  FINISH: SMOOTH WHITE
- ES1: GUARDIAN SUNGUARD SNX 60 CRYSTAL, LOW-E GLASS

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURAL STYLES MUST BE SELECTED AND ADHERED TO THROUGHOUT. SPANISH, FLORIDA CRACKER, BUNGALOW, NEO-ECLECTIC, TIKI PROJECT MUST BE DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 3 ALL ALLOWABLE BUILDING HEIGHT IS 75' AND IS A HALF GRADE PLANE OF SITE, 5 MPH 40' BUILDING HEIGHT IS APPROX. 72'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN ELEMENTS COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED. REFER TO EXHIBIT DETAILS, INCLUDED ELEMENTS ARE LISTED BELOW:
   a. MASSING: BUILDING MASSING IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED IN A RATIO OF 1:2 (1' W. X 2' H.) OR 2:3 (2' W. X 3' H.) UNITS. STANDARD WINDOW DIMENSIONS: 3' W. X 6' H. WINDOWS ARE FRAMED WITH WOOD AS E REQUIRED
   c. DOORWAYS: ENTRANCES ARE DESIGNED IN THE STYLE OF EDWARD PINKNEY WITH DECORATIVE CEILINGS AS E REQUIRED
   d. ROOFS: ALL ROOFS ARE MEDIUM TO LOW SLOPED STANDING SEAM METAL GABLE STYLE ROOF S, LOW SLOPED STANDING SEAM METAL, PARTIAL ROOFS ARE INCORPORATED AS REQUIRED
   e. EXTERIOR MATERIALS: MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED FIBROUS CEMENT PANELS, ON ALL FACADES INCLUDING BRICK, BRICK COMPOSITE ELEMENTS NOT LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
4. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURE DESIGN FEATURES COMMONLY ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED. REFER TO EXHIBIT DETAILS, INCLUDED ELEMENTS ARE LISTED BELOW:
   a. WOOD RAILS, POSTS AND MATERIALS ARE INCLUDED
   b. ALL RAILS 2 PICKET, COLORS, WHITE AND GRAY SPECIFICALLY ARE PROVIDED
   c. ALL RAILS 2 PICKED GABLE POSTS ARE INCLUDED. MITE GABLE ROOF SLOPE 2:12 X 5:12 CONFORM WITH ALL IMAGES 2 BUILDING HEIGHT NO GAT AT MINIMUM AS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. REQUIRED LATTICED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. ALL RAILS SIMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL DORMER WINDOWS ARE INCLUDED
   g. OPTIONAL 1.5in PICKETS WOOD RAILS ARE INCLUDED
   h. OPTIONAL SIMPLE WOOD RAILINGS ARE INCLUDED

STUDIO Z ARCHITECTURE
419 S. OCEAN STREET
SUITE 9
CHARLESTON, NC 29202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC

RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A301

GENERAL NOTES

ELEVATION FINISH LEGEND

LOCAL AHJ NOTES

STUDIO Z ARCHITECTURE

ORMOND BEACH HOLDINGS, LLC

SCALE

PROJECT AND CLIENT INFO

ISSUES STATUS AND DATE

REVISIONS

SHEET INFO

ORMOND BEACH HOLDINGS, LLC

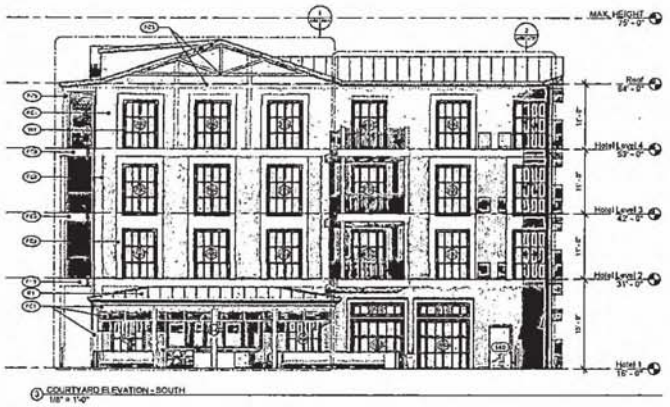
RESIDENCE INN - #58636

251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

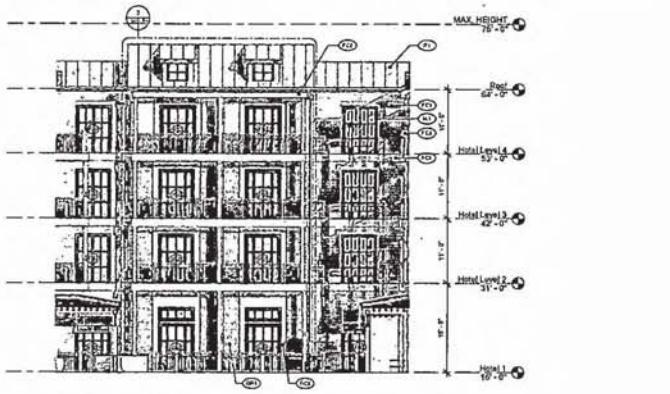
SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A302

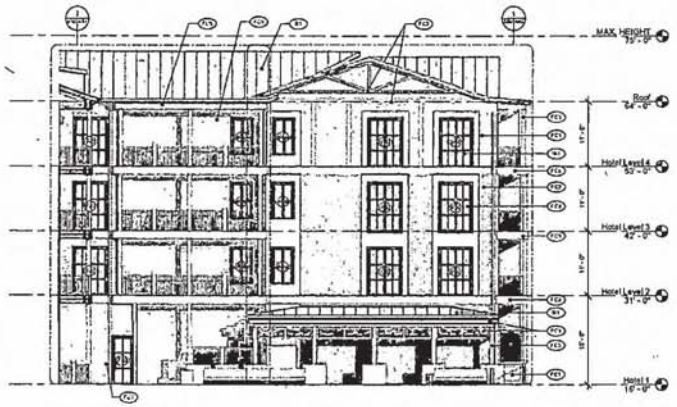
EXHIBIT "D"
Page 4 of 15



3 COURTYARD ELEVATION - SOUTH
1/8" = 1'-0"



1 COURTYARD ELEVATION - WEST
1/8" = 1'-0"



2 COURTYARD ELEVATION - NORTH
1/8" = 1'-0"

GENERAL NOTES

1. PROVIDE ALL CONTROL JOINTS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS
2. FIBER CEMENT PANEL OR LAP SIDING SHALL BE INTEGRAL TO THE FINISH AND NOT APPLIED AFTER
3. PAINT ALL STRUCTURAL ISOLATED DEVICES AND FINAL FLASHING TO MATCH ADJACENT GROUP MATERIAL
4. ALL ROOFTOP EQUIPMENT IS INTENDED TO BE SCREENED FROM GRADE AT OTHER LEVELS
5. SEE SHEET A601 FOR ADDITIONAL WINDOW / STOREFRONT INFORMATION
6. PAINT VENT LOUVERS TO MATCH ADJACENT FACADE COLOR / FINISH
7. REFER TO FLORIDA BUILDING PRODUCT BOOKLET FOR ADDITIONAL PRODUCT INFORMATION
8. ALL DOWNSPOUTS AND GUTTER FINISHES TO MATCH ADJACENT MATERIALS
9. PROVIDE ALL NECESSARY BLOCKING AT ARC SHIELD LOCATIONS

ELEVATION FINISH LEGEND

FC1: FIBER CEMENT PANEL - PAINTED PLANK SIDING
LOCATION: AS DESIGNATED EXTERIOR FACADES
FINISH: ARCTIC WHITE

FC2: FIBER CEMENT PANEL - PAINTED PLANK VERTICAL SIDING
LOCATION: DESIGNATED EXTERIOR FACADES
FINISH: BIRTHDAY BLUE

FC3: FIBER CEMENT TRIM - PAINTED TRIM BOARDS
LOCATION: HORIZONTAL AND VERTICAL BANDING, SOLDIER COURSE, AT SELECT WINDOWS, SIDE STREAM BALCONY COLUMNS
FINISH: ARCTIC WHITE

BR1: BRICK - GENERAL SMALL MODULAR THIN BRICK
LOCATION: DESIGNATED EXTERIOR FACADES, GROUND LEVEL COLUMNS
FINISH: THOROUGHBRED OR EQUAL

WD: WOOD TRIM
LOCATION: RAILINGS AND WINDOW TRIM - SEE WINDOWS
FINISH: TBD

R1: STANDING SEAM METAL ROOF
LOCATION: ALL ROOFS

CB1: COMPOSITE BOARD
LOCATION: GROUND LEVEL SOFFIT AT TYPES
FINISH: SMOOTH WHITE

G1: GUARDIAN SUNGUARD SNX 51 CRYSTAL GRAY COATING

LOCAL AHJ NOTES

1. PER CITY OF ORMOND BEACH ZONING ORDINANCE, 1 OF 5 ALLOWABLE ARCHITECTURE STYLES MUST BE SELECTED AND ADHERED TO. NOTE: SPANISH/MEDITERRANEAN, FLORIDA CRACKER, BUNGALOW, AND ECLECTIC. THIS PROJECT HAS BEEN DESIGNED IN THE FLORIDA CRACKER STYLE
2. PER CITY OF ORMOND BEACH ZONING ORDINANCE, MAX. ALLOWABLE BUILDING HEIGHT IS 75' ABOVE AVERAGE GRADE PLANE OF SITE. CURRENT BUILDING HEIGHT IS APPROX. 75'
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF REQUIRED ARCHITECTURAL DESIGN ELEMENTS CONSISTENT ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. INCLUDED ELEMENTS ARE LISTED BELOW:
   a. MASSING: BUILDING MASSING IS SYMMETRICAL IN NATURE
   b. WINDOWS: WINDOWS ARE VERTICALLY ORIENTED AND PROPORTIONED WITH A RATIO OF 1.5:1 (+/-) AS REQUIRED. STANDARD WINDOW DIMENSIONS: 3' X 5' 6" W. WINDOWS ARE FRAMED WITH 6-INCH AS REQUIRED
   c. ENTRANCES: ENTRANCES ARE DESIGNED IN THE STYLE OF COVERED PORCHES WITH DECORATIVE COLUMNS AS REQUIRED
   d. ROOFS: ALL ROOFS ARE AUGMENTED HIPPED STANDING SEAM METAL GABLE STYLE ROOFS 12/8+ SLOPES STANDING SEAM METAL PORCH ROOFS ARE INCORPORATED AS REQUIRED
   e. EXTERIOR MATERIALS: MATERIALS ARE PRIMARILY HORIZONTAL OR VERTICALLY ORIENTED PANELING SYSTEMS. ON ALL FACADES INCLUDING WOOD, BRICK COMPOSITE LESS THAN 1/3 OF OVERALL FACADE AREA AS REQUIRED
   f. COLORS: COLORS ARE A COASTAL BLUE, WHITE, AND GRAY
3. PER CITY OF ORMOND BEACH ZONING ORDINANCE, A LIST OF FLORIDIAN ARCHITECTURE DESIGN FEATURES CONSISTENT ASSOCIATED WITH THE FLORIDA CRACKER STYLE MUST BE INCORPORATED INTO EXTERIOR DESIGN. REQUIRED ELEMENTS ARE LISTED BELOW:
   a. STANDING METAL ROOFING MATERIALS ARE INCLUDED
   b. EXTERIOR PAINTS: COLORS WHITE AND GRAY SPECIFICALLY ARE INCLUDED
   c. ROOFS: PITCHED GABLE ROOFS ARE INCLUDED. NOTE GABLE ROOF SLOPES ARE 10 DEGREES IN ALLOWABLE BUILDING HEIGHT AS ESTABLISHED BY CITY OF ORMOND BEACH ZONING ORDINANCE
   d. EXPOSED TRUSS WORK IS INCLUDED AT ALL GABLE ROOF ELEMENTS
   e. SIDING SAMPLE WOOD TRIM IS INCLUDED AT ALL WINDOWS
   f. OPTIONAL DORMER WINDOWS ARE INCLUDED
   g. OPTIONAL LOW PITCH 2 PORCH ROOFS ARE INCLUDED
   h. OPTIONAL SAMPLE WOOD RAILINGS ARE INCLUDED

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ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

ISSUE TITLE	ISSUE DATE
PDR SET	MAR. 2023

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

SDA PROJECT #	21065
DRAWN BY	CS
CHECKED BY	JW

SHEET TITLE
OVERALL ELEVATIONS

DRAWING NUMBER
A303

EXHIBIT "D"
Page 4 of 15

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH. SANITARY SEWER SERVICE TO BE 6" PVC (SDR 26), WATER MAINS TO BE PVC, DR-18, C-900. CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY:
3) TELEPHONE, ELECTRIC AND ALL UTILITIES TO BE UNDERGROUND.
4) MINIMUM COVER REQUIRED ON ALL WATER MAINS, MAIN, COVER 42".
5) STOP SIGNS, STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
6) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
7) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO THE ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "DIAMOND GRADE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12', ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, ALL TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (SIGNIFYING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT.
IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3268

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION FOR NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKED LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "C", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

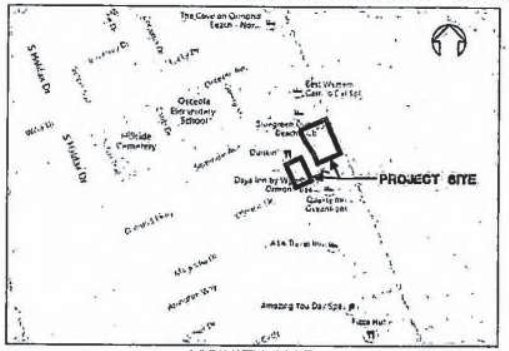
THE NORTH 100 FEET OF THE SOUTH 366 FEET OF LOT 16-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 5, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 10 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKEFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

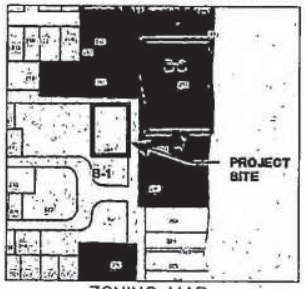
COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 6, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N85°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 222.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N85°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 183.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79030-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S23°51'04"E, A DISTANCE OF 184.03 FEET; THENCE RUN S61°53'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S85°27'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N34°36'39"W, A DISTANCE OF 314.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 33006.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

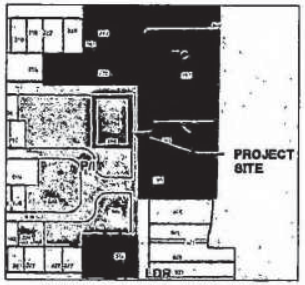


VICINITY MAP

FLOOD MAP
FEMA INSURANCE RATE MAP NUMBER 12127C0215K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)



ZONING MAP
B-1 PROFESSIONAL OFFICE-HOSPITAL
B-6 OCEANFRONT TOURIST COMMERCIAL



FUTURE LAND USE MAP
TC - TOURIST COMMERCIAL
P/I - PUBLIC / INSTITUTIONAL

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
9950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
9950 SW 74TH COURT
SUITE 1801
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
3 CENTURY DRIVE, SUITE 340
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 238-0776
EMAIL: JoshHoward@wk.com

SURVEYOR:
DEMERSKY
BILL DONLEY, PSM
132 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9828 FAX:(407) [redacted]
EMAIL: bdonley@demersky.com

LAND USE ATTORNEY:
DOBB COLE
ROBERT MERRILL
148 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrill@dobbcole.com
JESSICA DOW
EMAIL: jessica.dow@dobbcole.com

SITE DESIGNER ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32845, L.A. #1563
KEVIN LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION #3810
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-4891 FAX (386) 677-2114
E-MAIL: bfm@parkermynchenberg.com
E-MAIL: kleet@parkermynchenberg.com

ARCHITECT:
STUDIO 2 ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28202
(850) 320-0544
www.studio2-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, MCP
1400 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAIL: bfm@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, PUBLIC SIDEWALK AND ADA BEACH ACCESS, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION
PROJECT NAME: ORMOND BEACH HOLDINGS, LLC
PARCEL NUMBERS: EAST SITE: 4214-18-07-0010
WEST SITE: 4214-18-06-0010
EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL
PROPOSED ZONING: BPD
STREET ADDRESS/LOCATION: EAST SITE = 251 SOUTH ATLANTIC AVENUE
WEST SITE = 284 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE = FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):
EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):
EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....712 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:
BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:
EAST PROPERTY
PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 ~ 165 SPACES

PARKING PROVIDED:
EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....108 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 170 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

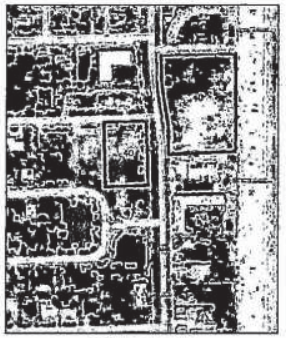
BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
51-66	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
67-67	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM [redacted] WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.



SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #32845 R.L.A. #0001563
STEVE BUSSELL P.E. #53405 R.L.A. #6666701
KEVIN A. LEE P.E. #71301
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION REVISIONS	BY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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PARKER MYNCHENBERG P.E. #32845 R.L.A. #1563
STEVE BUSSELL P.E. #53405 R.L.A. #6666701
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

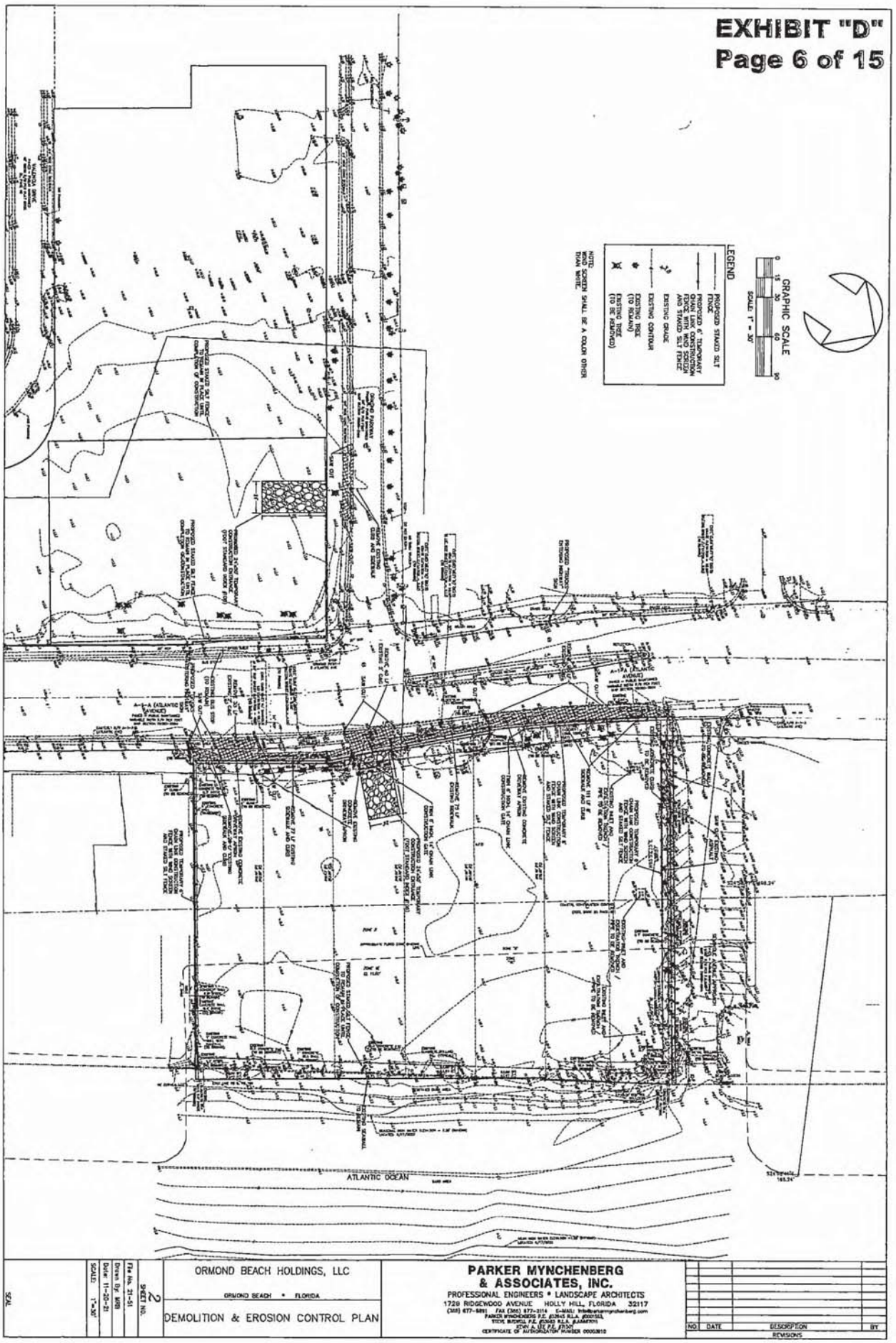
COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

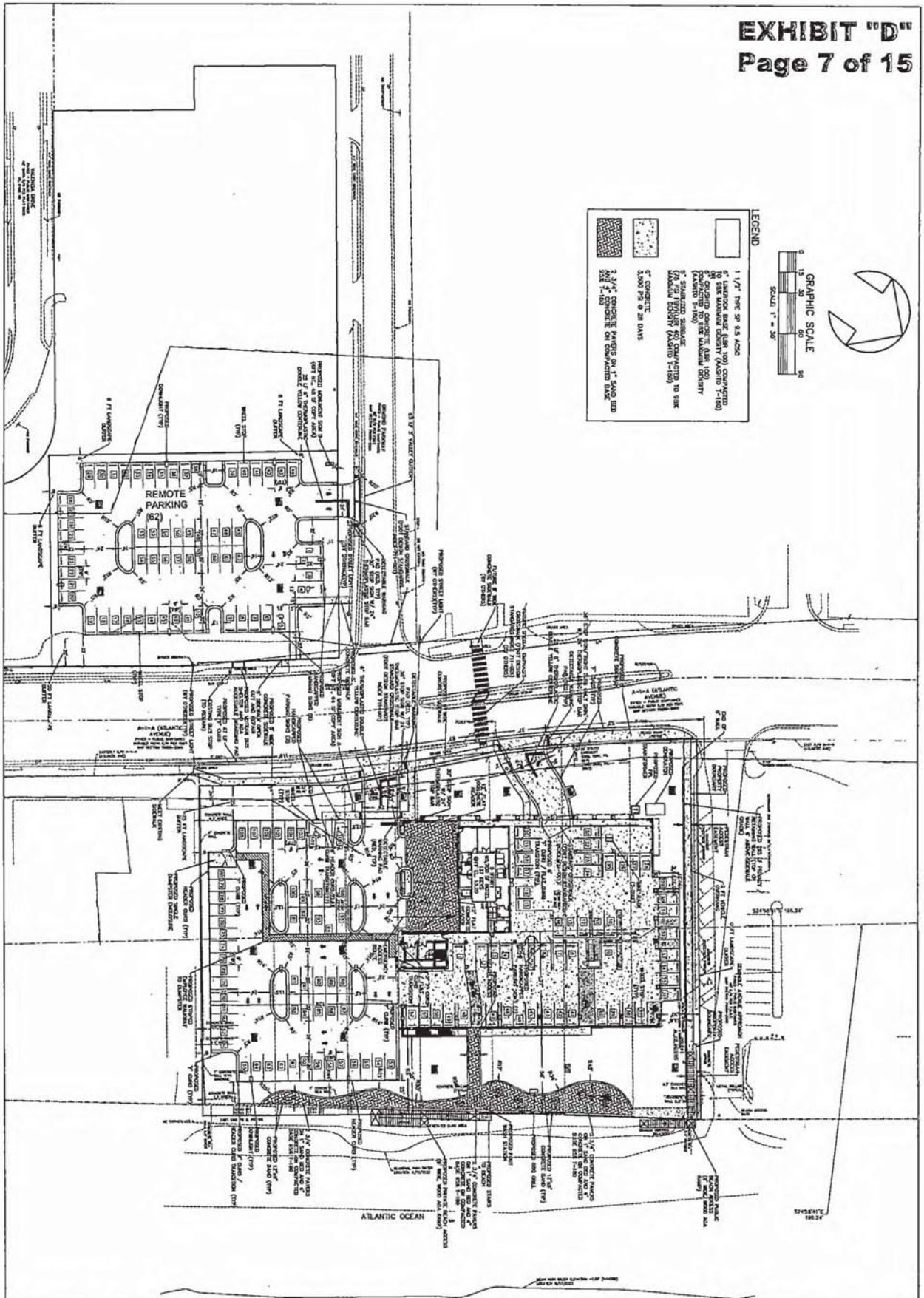
SEAL

EXHIBIT "D"
Page 6 of 15



SCALE: 1"=30'	ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.	NO. DATE DESCRIPTION BY
Date: 11-30-21	ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS	REVISIONS
Drawn By: MRB	DEMOLITION & EROSION CONTROL PLAN	1720 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117	
File No. 21-51		(386) 677-6891 FAX (386) 672-2114 E-MAIL:	
SHEET NO. 2		PARKER MYNCHENBERG P.E. #39845 R.L.A. #0001555	
		STEVE BIDWELL P.E. #73640 R.L.A. #AA26001701	
		JOHN A. LEE P.E. #75341	
		CERTIFICATE OF AUTHORIZATION NUMBER 00003810	

EXHIBIT "D"
Page 7 of 15

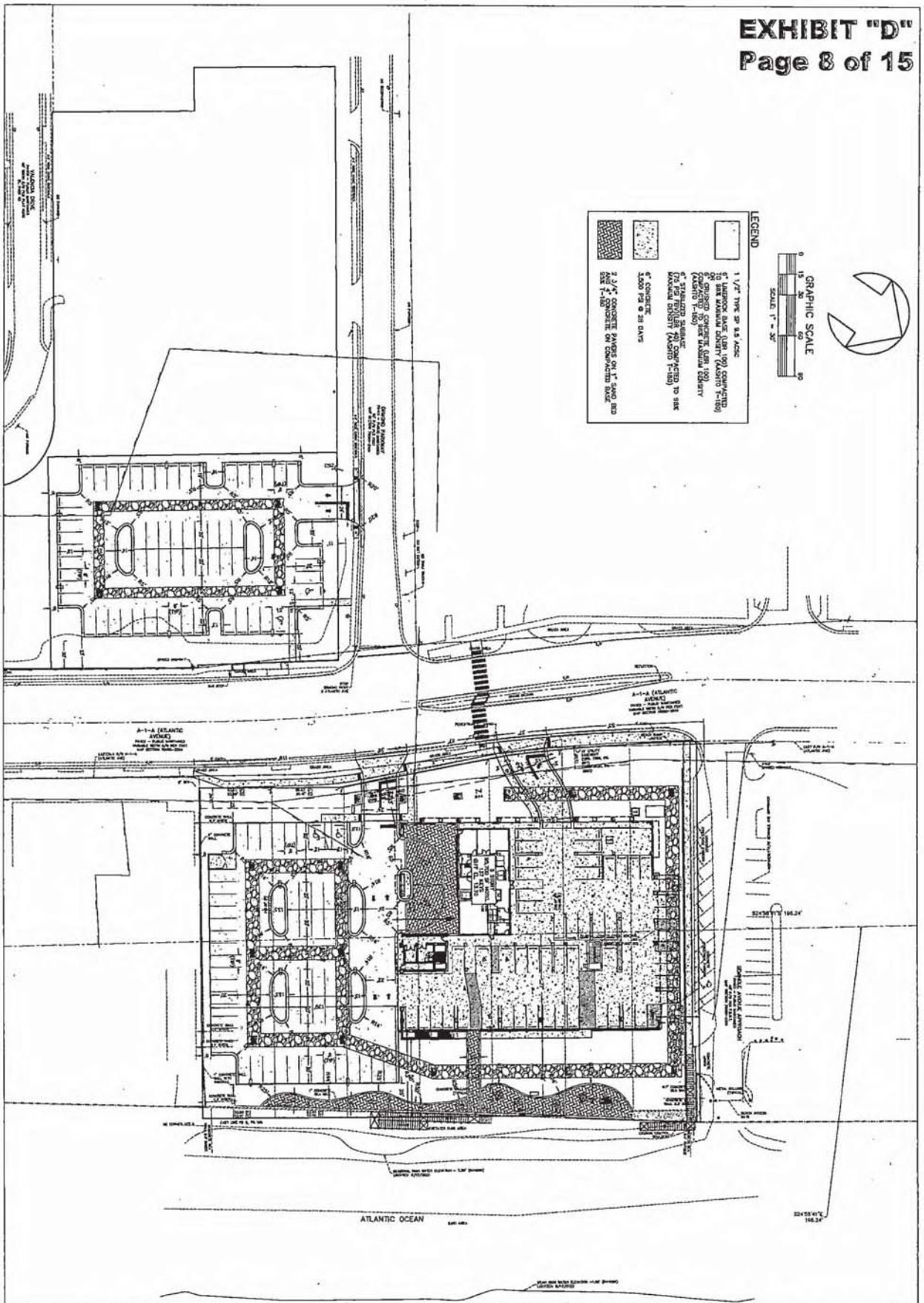


ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.
ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
SITE PLAN	1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
SHEET NO. 3	File No. 21-51
Drawn By: MRB	Date: 11-20-21
SCALE: 1"=30'	

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

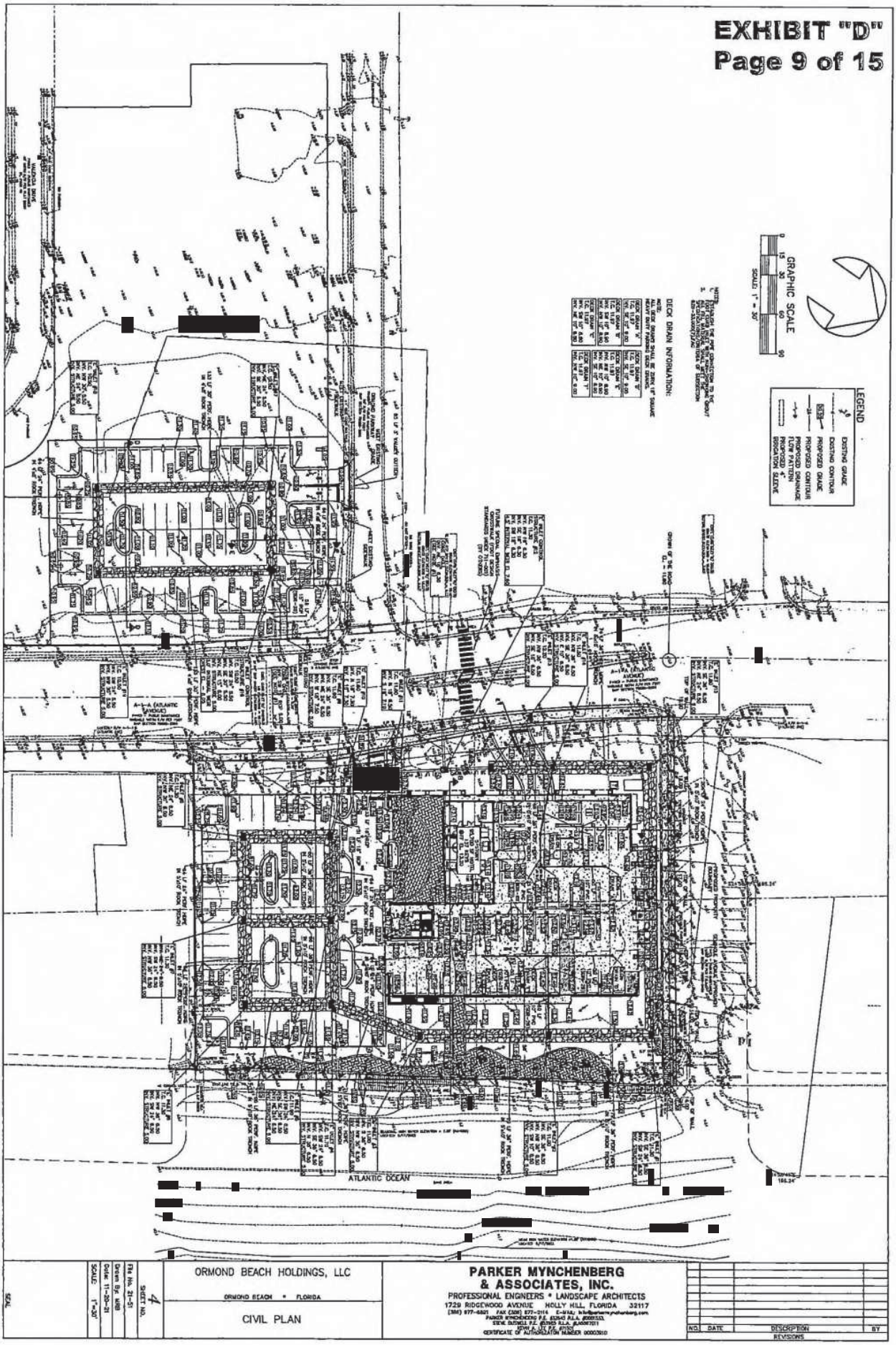
SEAL

EXHIBIT "D"
Page 8 of 15



ORMOND BEACH HOLDINGS, LLC	PARKER MYNCHENBERG & ASSOCIATES, INC.		
ORMOND BEACH • FLORIDA	PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS		
DIMENSION PLAN	1725 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117	NO.	DATE / DESCRIPTION / BY
SHEET NO. 1	File No. 21-51		
Drawn By: MRB	Date: 11-03-21		
SCALE: 1"=30'			

EXHIBIT "D"
Page 9 of 15



ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
CIVIL PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
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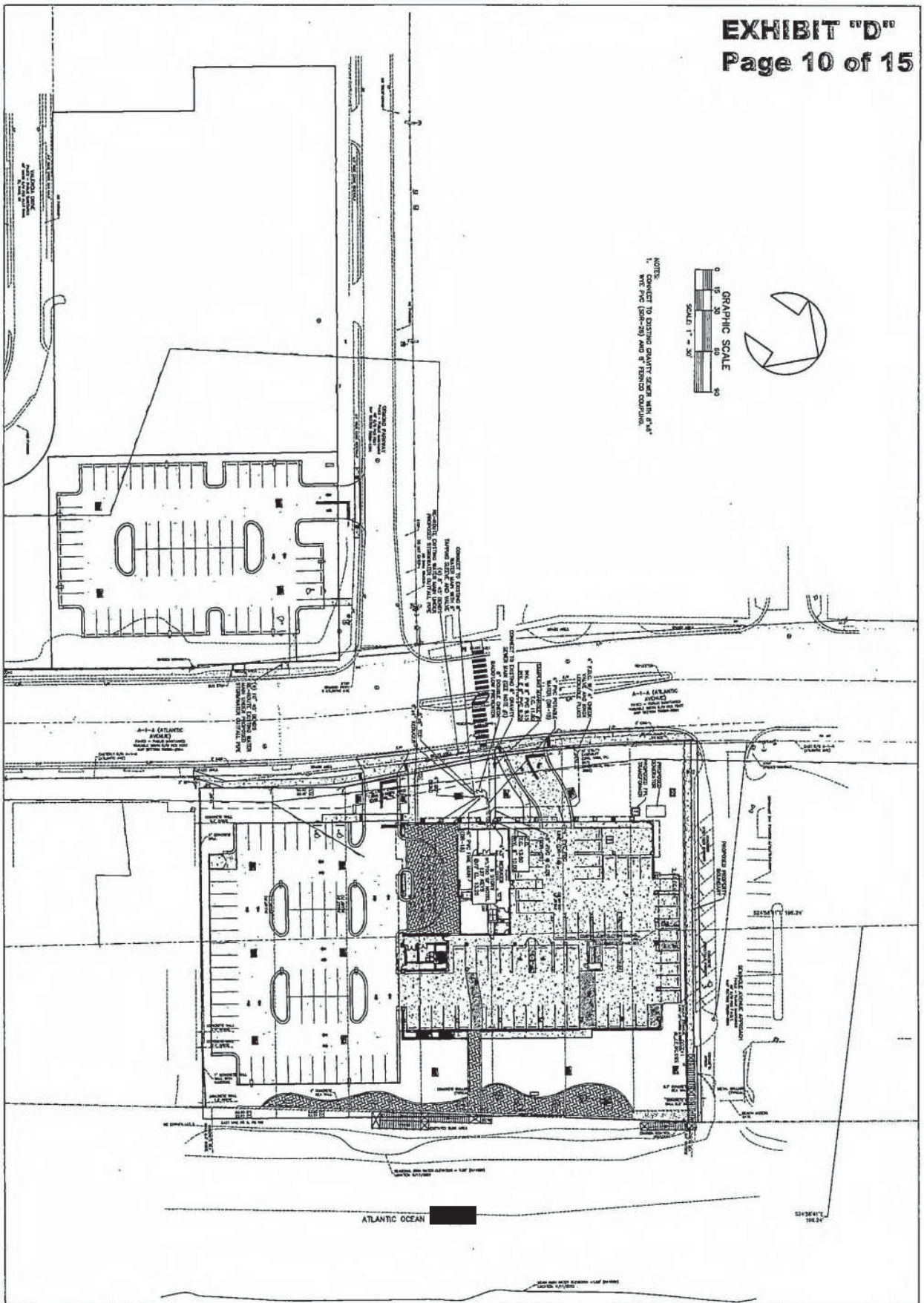
(386) 677-6821 FAX (386) 677-0114

SCALE: 1"=30'
Date: 11-30-21
File No. 21-01
SHEET NO. 4

NO. DATE DESCRIPTION BY
REVISIONS

EXHIBIT "D"
Page 10 of 15



ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
UTILITY PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

SCALE: 1"=30'
Date: 11-20-21
Drawn By: MRB
File No. 21-31
SHEET NO. 5

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

EXHIBIT "D"

LANDSCAPE CALCULATIONS (EAST SITE)

SITE AREA = 1,415 SF
LANDSCAPE AREA = 1,382 SF (1,382 / 1,309 SF) = 105.6 (106) TREES
LANDSCAPE AREA = 37,986 SF
50 SF X (1 TREE/400 SF) = 94.2 (94) TREES
TREES PROVIDED = 126 TREES

EAST BUFFER (5 FT) – LENGTH 306 FT
TREES REQUIRED: 306 FT / 100 FT = 12.32 (13) TREES
SHRUBS REQUIRED: 306 FT X 40 SHRUBS/100 FT = 122.4 (123) SHRUBS
GROUND COVER REQUIRED: 306 FT X 40 GROUND COVER/100 FT = 122.2 (123) GROUND COVER
TREES PROVIDED = 123 SHRUBS
SHRUBS PROVIDED = 414 GROUND COVER
GROUND COVER PROVIDED = 414 GROUND COVER

SOUTH AVE. BUFFER (10 FT) – LENGTH 356 FT
TREES REQUIRED: 356 FT X 3 TREES/100 FT = 10.68 (11) TREES
SHRUBS REQUIRED: 356 FT X 40 SHRUBS/100 FT = 142.4 (143) SHRUBS
GROUND COVER REQUIRED: 356 FT X 20 GROUND COVER/100 FT = 71.2 (71) GROUND COVER
TREES PROVIDED = 11 TREES
SHRUBS PROVIDED = 143 SHRUBS
GROUND COVER PROVIDED = 114 GROUND COVER

SOUTH BUFFER (5 FT) – LENGTH 219 FT
TREES REQUIRED: 219 FT X 3 TREES/100 FT = 6.57 (7) TREES
SHRUBS REQUIRED: 219 FT X 40 SHRUBS/100 FT = 87.6 (88) SHRUBS
GROUND COVER REQUIRED: 219 FT X 20 GROUND COVER/100 FT = 43.8 (44) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 88 SHRUBS
GROUND COVER = 45 GROUND COVER

PLANT LIST (EAST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	MF	143	MYRICA CERIFERA	WAX MYRTLE	1 GAL., 24" O.C.
	PA	225	PALMS	FOXTAIL	3 GAL., 5' O.C.
	SP	140	SERENOA REPENS	SAW PALMETTO	7 GAL., 36" O.C.
	SA	130	SCHEFFLERA ARBORICOLA	DWARF SCHEFFLERA	3 GAL., 30" O.C.
	PM	17	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C.
	SE	62	SYAGRUS ERIANDE	SAND COCONUTS	3 GAL., 30" O.C.
	SP	115	SABAL PALMETTO	SABAL PALM	8' CLEAR TRUNK
	LI	8	LIGUSTRUM JAPONICUM	WAXLEAF PRIVET	15 GAL. MINIMUM 4' CROWNED GAL
	PO	4	PHOENIX DACTYLIFERA "MEDJOOL"	MEDJOOL DATE PALM	10' C.T.
SOD			ST. AUGUSTINE SOD		

PLANT LIST (WEST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	MF	319	MYRICA CERIFERA	WAX MYRTLE	1 GAL., 24" O.C.
	PA	127	PALMS	FOXTAIL	3 GAL., 5' O.C.
	SA	83	SABAL PALMETTO	COCKTIE	3 GAL., 30" O.C.
	VS	156	VIBURNUM SUZHOUENSE 'SANDANKWA'	SANDANKWA VIBURNUM	3 GAL., 30" O.C.
	SA	40	SCHEFFLERA ARBORICOLA 'TRINETTE'	VARIEGATED ARBORICOLA	3 GAL., 30" O.C.
	PM	8	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C.
	SP	67	SABAL PALMETTO	SABAL PALM	8' CLEAR TRUNK
	LI	5	LIGUSTRUM JAPONICUM	WAXLEAF PRIVET	15 GAL. MINIMUM 4' CROWNED GAL
SOD			ST. AUGUSTINE SOD		

LANDSCAPE CALCULATIONS (WEST SITE)

TREES REQUIRED
SITE AREA = 33,070 SF
LANDSCAPE AREA = 8,550 SF (8,550 SF) = 22 TREES
8,550 SF X (1 TREE/400 SF) = 24 TREES
TREES PROVIDED = 72 TREES

A1A BUFFER (20 FT) – LENGTH 212 FT
TREES REQUIRED: 212 FT X 4 TREES/100 FT = 8.48 (9) TREES
SHRUBS REQUIRED: 212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED: 212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER

GROUND PARKWAY BUFFER (10 FT) – LENGTH 109 FT.
TREES REQUIRED: 109 FT X 3 TREES/100 FT = 3.27 (3) TREES
SHRUBS REQUIRED: 109 FT X 30 SHRUBS/100 FT = 32.7 (33) SHRUBS
GROUND COVER REQUIRED: 109 FT X 30 GROUND COVER/100 FT = 32.7 (33) GROUND COVER
TREES PROVIDED = 4 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER

WEST BUFFER (5 FT) – LENGTH 197 FT
TREES REQUIRED: 197 FT X 2 TREES/100 FT = 3.94 (4) TREES
SHRUBS REQUIRED: 197 FT X 20 SHRUBS/100 FT = 39.4 (40) SHRUBS
197 FT X 20 GROUND COVER/100 FT = 39.4 (40) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 40 SHRUBS
GROUND COVER = 40 GROUND COVER

SOUTH BUFFER (5 FT) – LENGTH 135 FT
TREES REQUIRED: 135 FT X 2 TREES/100 FT = 2.7 (3) TREES
SHRUBS REQUIRED: 135 FT X 20 SHRUBS/100 FT = 27 SHRUBS
GROUND COVER REQUIRED: 135 FT X 20 GROUND COVER/100 FT = 27 GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 27 SHRUBS
GROUND COVER = 40 GROUND COVER

NOTES:
1. TREE, SHRUB OR GROUND COVERING SYSTEMS FOR TREES PLANTED IN PAVED AREAS SHALL INCLUDE DAMPROOFING, BRACING OR GUYING SYSTEMS, SHALL INCLUDE DAMPROOFING, BRACING OR GUYING A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DAMPROOFING OR ANCHORS DESIGNED TO BE INSTALLED BELOW ROOT BALL.

ATLANTIC OCEAN

GRAPHIC SCALE
SCALE: 1" = 30'

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
LANDSCAPE PLAN

PARKER MYNCHENBERG & ASSOCIATES, INC.
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PARKER MYNCHENBERG P.E. #39445 R.L.A. #0001555
STEVE BUTRESS P.E. #57400 R.L.A. #AA0002701
JOHN A. LEE P.E. #71261
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION REVISIONS	BY

SHEET NO. 6
File No. 21-01
Drawn By: MRR
Date: 11-20-21
SCALE: 1"=30'
SEAL

Instrument #202301816 #30 Book:8361 Page:4282

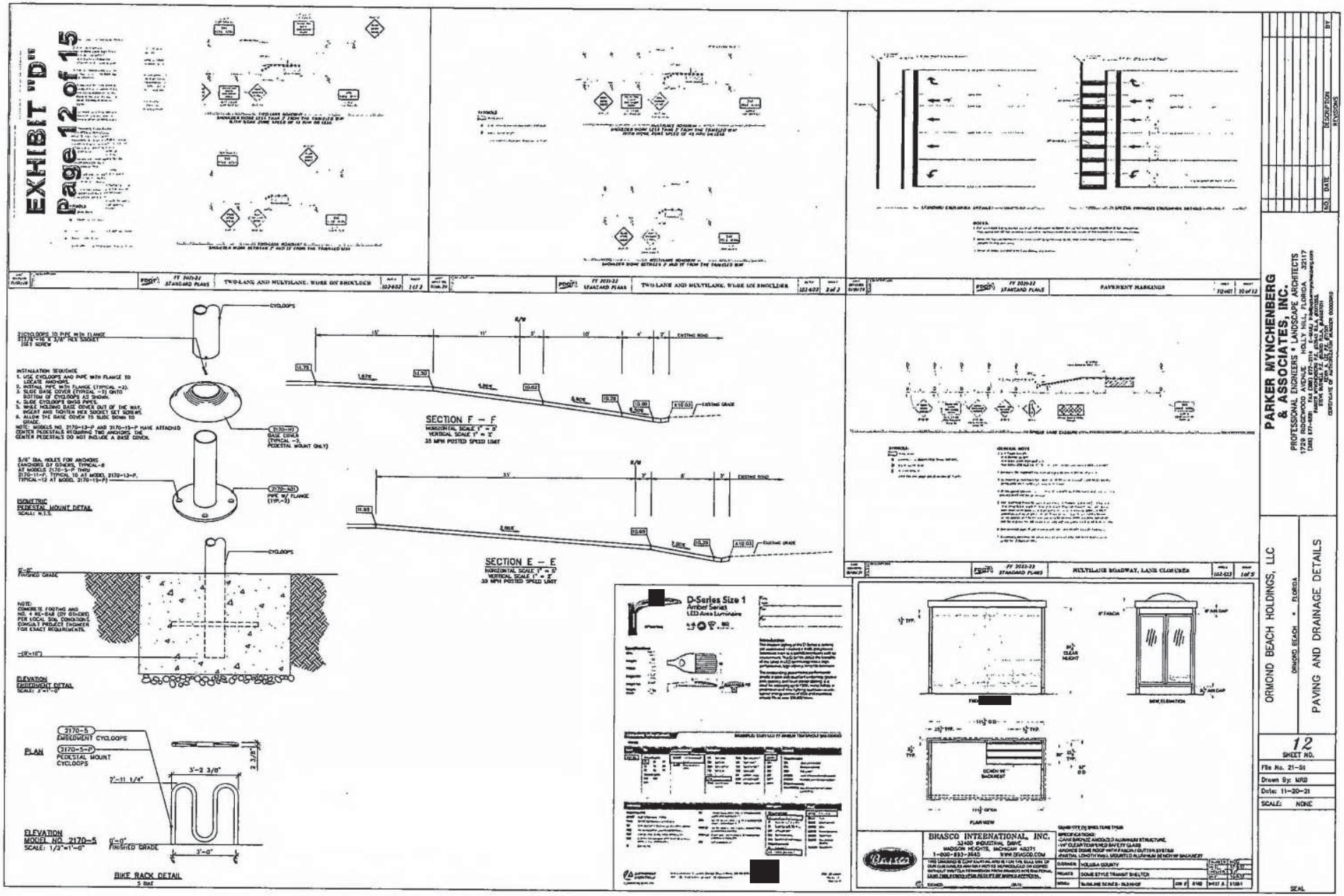
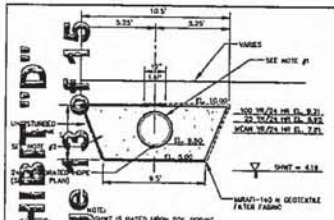


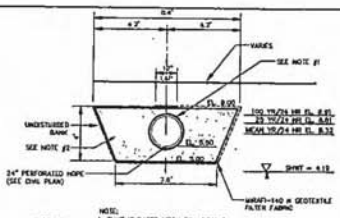
EXHIBIT "D"
Page 12 of 15
TWO-LANE AND MULTILANE, WORK ON SHOULDER
PAVEMENT MARKINGS
MULTILANE ROADWAY, LANE CLOSURES
SECTION F – F
SECTION E – E
ISOMETRIC PEDESTAL MOUNT DETAIL
ELEVATION EMBEDMENT DETAIL
PLAN
ELEVATION MODEL NO. 2170-5
BIKE RACK DETAIL
D-Series Size 1
Amber Series
LED Area Luminaire
BRASCO INTERNATIONAL, INC.
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
PAVING AND DRAINAGE DETAILS
12
SHEET NO.
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE
SEAL

EXHIBIT "D"
Page 13 of 15



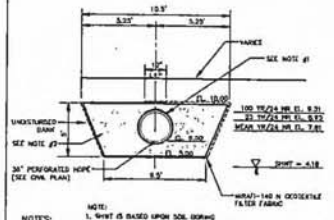
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 24"



NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 24"



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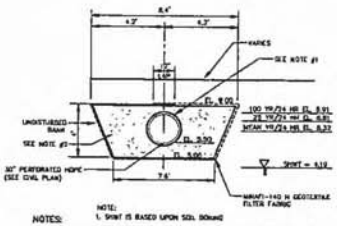
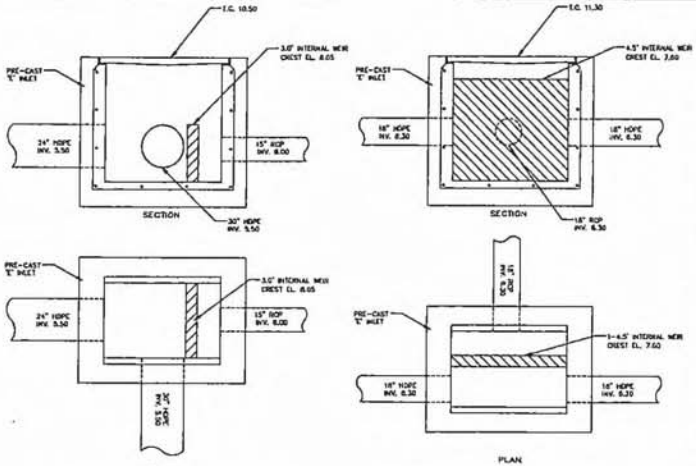
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

5'x10' ROCK TRENCH DETAIL
X-TRENCH AB = 36"



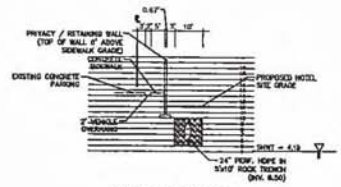
NOTES:
1. MIRAFI-140 N FILTER FABRIC SHALL BE WRAPPED AROUND THE THE PROPOSED PERFORATED RCP, HDPE AND THE PROPOSED EXFILTRATION TRENCH. MINIMUM 12" OVERLAP.
2. THE PROPOSED MEDIA TO BE USED IN THE EXFILTRATION TRENCH SHALL BE 3/4"-2" CLEAN NON-CALCAROUS ROCK. MEDIA SHALL MEET REQUIREMENTS OF FDOT TYPE 4 STONE.

4'x8' ROCK TRENCH DETAIL
X-TRENCH C = 30"

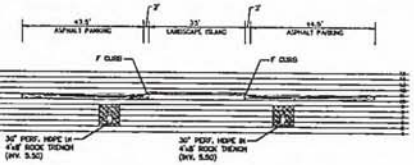


'E' INLET CONTROL STRUCTURE #16

'E' INLET CONTROL STRUCTURE #12



SECTION 'C'-'C'



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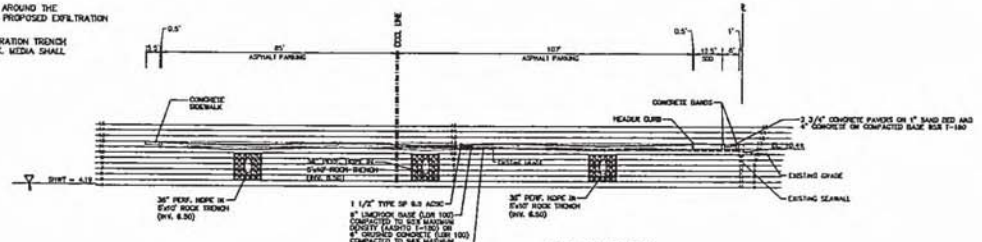
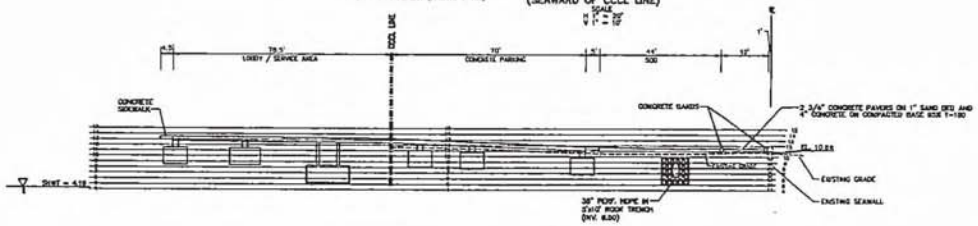


SECTION 'A'-'A'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)



SECTION 'B'-'B'
CUT & FILL LEGEND
(SEAWARD OF CCCL LINE)

CUT AND FILL SEAWARD OF THE CCCL

PROPOSED CUT:
5'x10' ROCK TRENCH = 50 SF X 835 LF X (1 CY/27 FT³) = 1,175 CY
SITE GRADING = 0 CY
TOTAL CUT = 1,175 CY

PROPOSED FILL:
SITE GRADING = 1,175 CY

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1720 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-2314 FAX (386) 677-2314 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION FLORIDA 000026

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

PAVING AND DRAINAGE DETAILS

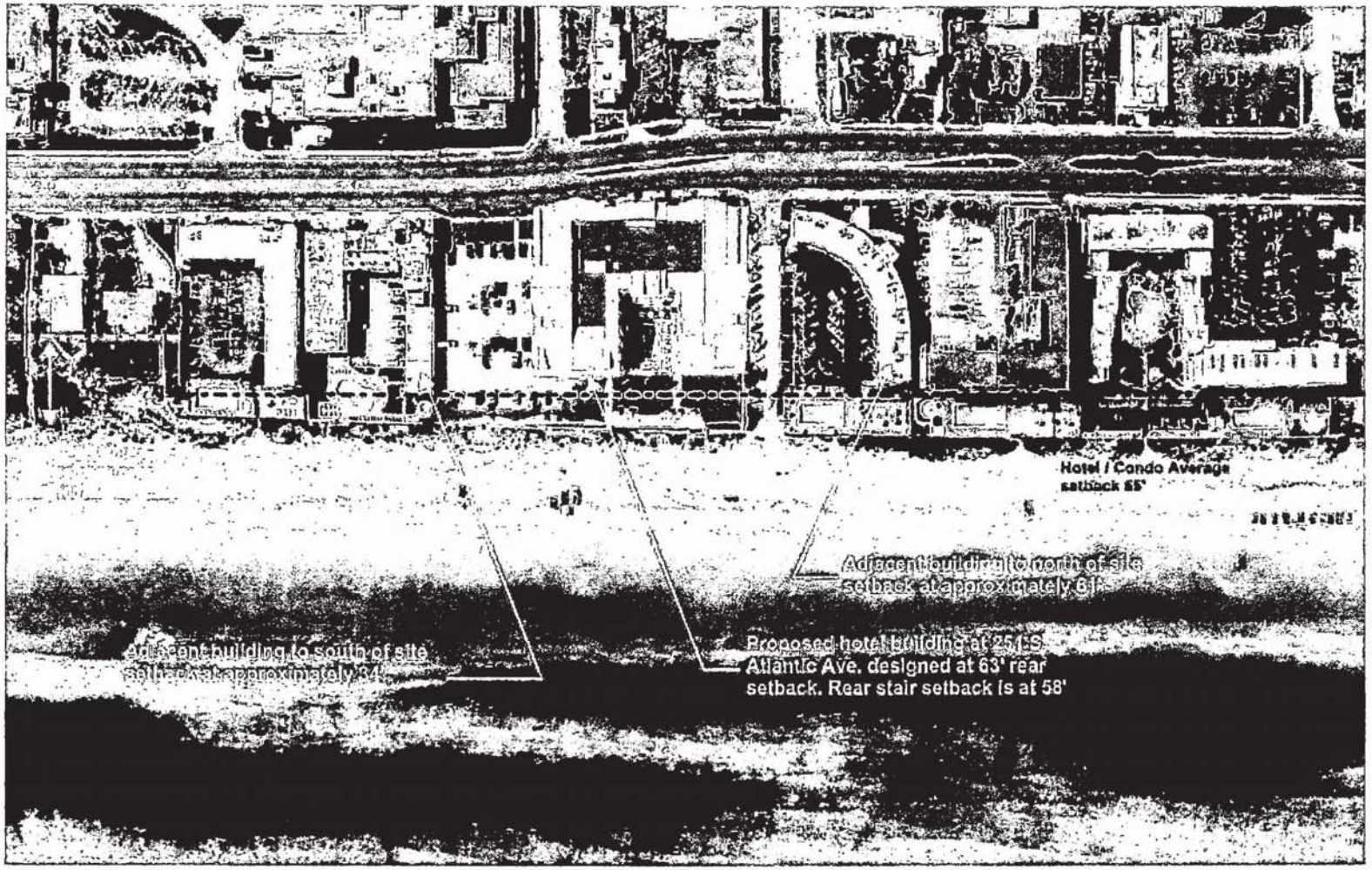
13
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL

EXHIBIT "D"
Page 14 of 15
VOLUSIA COUNTY USE PERMIT NOTES:
TECHNICAL SPECIFICATIONS:
TYPICAL ALUM. GUARDRAIL ELEVATION
SECTION A-A
ADA RAMP SECTION
STAIR SECTION
RAMP PROFILE
NOTE:
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA
ADA BEACH ACCESS RAMP DETAILS
PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
SHEET NO. 18
Drawn By: MBB
Date: 11-30-21
SCALE: NONE
NO. DATE REVISIONS BY

EXHIBIT "D"
Page 15 of 15



STUDIO Z ARCHITECTURE
619 S. CEDAR STREET SUITE B CHARLOTTE, NC 28202
WWW.STUDIOZ-ARCHITECTURE.COM

ORMOND BEACH HOLDINGS, LLC

SEALS

PROJECT AND CLIENT INFO

ORMOND BEACH HOLDINGS, LLC
RESIDENCE INN - #58636
251 S. ATLANTIC AVENUE
ORMOND BEACH, FL 32176

ISSUE STATUS AND DATE

REVISIONS

#	REVISION TITLE	DATE

SHEET INFO

SHEET TITLE
AERIAL SITE RENDERING

DRAWING NUMBER
A900

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2023-05 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 25 day of January, 2023.

Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

ATTACHMENT 4

Applicant submitted information

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka

COBB COLE
Attorneys at Law
Since 1925

Daytona Beach • DeLand
149 South Ridgewood Avenue, Suite 700
Daytona Beach, Florida 32114
(386) 255-8171 | CobbCole.Com

Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Anthony E. Aguanno
Baylee D. Bunyard
Anne M. Kehrli
James P. Love III
Alanna V. Smith

OF COUNSEL
Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

February 27, 2024

VIA ELECTRONIC MAIL
Steven Spraker
Planning Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Re: Ormond Beach Holdings, LLC
Planned Business District Amendment – Ormond Marriott
251 S. Atlantic Avenue, Ormond Beach, FL

Dear Steven:

Cobb Cole has the pleasure of representing Ormond Beach Holdings, LLC ("Owner/Applicant") with respect to an Amendment to an approved Planned Commercial Development District on their property located along Atlantic Avenue, generally southeast and southwest of the intersection of Atlantic Avenue and Seminole Avenue. The Applicant intends to amend the Planned Commercial Development District to clarify the development program for the site by removing a proposed sidewalk/beach access improvement that was illustrated to become part of the adjacent County beach approach.

As you may recall, initial conversations with Volusia County occurred, and they were receptive to the proposed improvement, which was then included on our PBD Plans. However, at the time of the zoning review, the parties did not discuss ownership and maintenance responsibility of the beach approach. Since the initial approval, the County has determined that they are unwilling to accept ownership and maintenance of the proposed improvement – as a result of these discussions, we have removed it in the proposed PBD Amendment Plan.

If you have any questions regarding this request, please don't hesitate to contact me.

Sincerely,

Robert A. Merrell III
Direct Dial (386) 323-9226
Email Rob.Merrell@CobbCole.com
Fax (386) 323-9206

Memorandum

COBB COLE since 1925
Daytona Beach • DeLand

Post Office Box 2491
Daytona Beach, Florida 32115-2491
(386) 255-8171
CobbCole.com

To: Steven Spraker, Planning Director, City of Ormond Beach

From: Deborah D. LaCroix, CLA

Date: February 21, 2024

Client/Matter #: Ormond Marriott Planned Business District Amendment

Subject: Neighborhood Meeting Summary – February 19, 2024

A neighborhood meeting was held at the Ormond Beach Regional Library at 30 S. Beach Street, Ormond Beach, FL on February 19, 2024 at 6:00 p.m.

Rob Merrell, Adam Plous, Kevin Lee and Debi LaCroix were in attendance to explain the request. Several interested citizens attended the meeting. See the attached sign-in sheet.

Mr. Merrell gave an overview of the Amendment request which includes the removal of a sidewalk and improvements on the existing Seminole beach approach.

Mr. Plous reported that the hotel will be a Residence Inn by Marriott and consist of 137 rooms, and a satellite parking lot. The subdivision consists of 15 residential lots. Mr. Plous reported that the infrastructure should be complete within 4-6 months. He also reported that they are close to closing the construction loan for the hotel.

One interested citizen asked about the retention ponds and had concerns regarding flooding. Mr. Lee reported that the current impervious conditions will be improved by dry retention and will contribute to less flow leaving the property. Mr. Merrell suggested the public contact the City Engineer to confirm that our project will make the current situation better.

Todd Phillips and Angela Little requested a copy of the email from the County indicating their unwillingness to maintain the proposed public improvements. tphillips@wasteprousa.com and Angela4L@msn.com are the email addresses. Ms. LaCroix sent the emails to them on February 21, 2024.

I have included the list of property owners to whom we sent the Invitation to Neighborhood Meeting, a copy of the Invitation, and photos of the signs we posted on the property.

We look forward to this item being scheduled for the Planning Board and the City Commission at their next available meetings.

Thanks.

Deb.

Debi LaCroix

Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

From: Russ Brown <rbrown@volusia.org>
Sent: Monday, October 16, 2023 2:06 PM
To: Rob Merrell <rob.merrell@cobbcole.com>
Cc: Jessica Gow <jessica.gow@cobbcole.com>; Suzanne Konchan <SKonchan@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Rob – Thanks for the email. The county has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Rob Merrell <rob.merrell@cobbcole.com>
Sent: Monday, October 16, 2023 1:53 PM
To: Russ Brown <rbrown@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>
Cc: Jessica Gow <jessica.gow@cobbcole.com>
Subject: Fwd: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ and Suzanne, you have us in a bit of a spot between a rock and a hard place here. My clients are not comfortable deeding the land for public access to the county but then having to maintain it and worry about the liability. We're happy to give you the property to supplement the existing beach approach but I don't think it's fair to require us take on that additional responsibility. We need to get this worked out because if we have to change our plans in this regard, we will have to go back and get city commission approval.

Thanks, Rob

COBB COLE Attorneys at Law Since 1925

Rob Merrell
Florida Bar No. 726974
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9263 | (F) 386-944-7955
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Tuesday, October 3, 2023 2:31:43 PM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – The county is willing to accept fee simple for the proposed public access but not maintenance responsibilities for it. That would remain with the developer. Thanks.

Russ

Russ Brown
Deputy County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Thursday, September 28, 2023 4:01 PM
To: Russ Brown <rbrown@volusia.org>; Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Russ/Steven,
I hope all is well! I think that the project team discussed the dedication extent and easement over the sidewalk with the County early on (March 2022), but I cannot find anywhere where underlying maintenance was discussed during those meetings, so there may have just been a difference in interpretation by each side of who would maintain.

The current design of the site includes the sidewalks outside of a perimeter fence, which would make maintenance by the property owner difficult. Is the County open to maintaining the beach ramp that connects to the beach access and down to the beach? The hotel has a private beach access, so the proposed ramp is solely for benefit by the public.

COBB COLE Attorneys at Law Since 1925

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

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From: Russ Brown <rbrown@volusia.org>
Sent: Friday, September 15, 2023 2:06 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Klee <klee@parkermynchenberg.com>; Jessica Gow <jessica.gow@cobbcole.com>; Parker Mynchenberg (Personal) <pkmynch@gmail.com>; Adam <adam@contenderdevelopment.com>; Randy Hayes <Randy.Hayes@ormondbeach.org>; Storm Kazmierczak <SKazmierczak@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Suzanne Konchan <SKonchan@volusia.org>; Benjamin Bartlett <BBartlett@volusia.org>
Subject: RE: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Steven – Thank you for the email.

Generally, in projects of this nature, the county normally does not take fee ownership and accept maintenance responsibility. We will accept an easement for public access with maintenance responsibilities remaining the responsibility of the underlying fee owner which is what was conveyed in this situation to the property owner. Additionally, in these situations, we've seen the developer dedicate public access to the local municipality as well.

Let me know if you would like to discuss further. Thanks again.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Sent: Friday, September 15, 2023 11:39 AM
To: Russ Brown <rbrown@volusia.org>; Storm Kazmierczak <SKazmierczak@volusia.org>
Cc: 'klee@parkermynchenberg.com' <klee@parkermynchenberg.com>; 'Jessica Gow' <jessica.gow@cobbcole.com>; 'pkmynch@gmail.com' <pkmynch@gmail.com>; 'adam@contenderdevelopment.com' <adam@contenderdevelopment.com>
Subject: FW: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Good morning,

There was a virtual meeting on March 24, 2022 regarding a sidewalk and beach access ramp to the south of the Seminole Avenue Beach Approach for the property at 251 South Atlantic Avenue. Ormond Beach was processing a Planned Business Development application for the property at 251 South Atlantic Avenue as a hotel redevelopment. One public benefit sought was an improvement for pedestrians to access the beach through a dedicated walkway along Seminole Avenue. My understanding of the March 22, 2022 virtual meeting with County staff, city staff and the project team for the hotel development was the developer was to construct the walkway and beach access ramp and Volusia County would accept a deed for ownership and maintenance. On this understanding, a development order was approved requiring the development to make the improvements and deed the land to Volusia County.

My understanding from the e-mail below is that Volusia County does not desire to have the maintenance responsibility on the improvement that was planned to be deeded as part of the Volusia County right-of-way. Before city staff starts the process of releasing the development from the obligation of making the improvement to improve beach access for pedestrians, Planning staff is seeking confirmation that Volusia County will not accept the deed for the land area or the maintenance of the access improvement as shown on the Ormond Beach approved site plan and development order.

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

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Thursday, August 31, 2023 8:38 AM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: OrmondMarriott <Ormondmarriott@cobbcole.com>
Subject: Fw[2]: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,

Per our previous discussion, the County does not want to own and maintain the public beach access improvements that were proposed with the Ormond Hotel proposed at 251 S Atlantic Ave. The project approval included a new public sidewalk and an ADA beach ramp for the Seminole Ave beach approach, that would be dedicated to the County.

See email below from the County indicating that they do not want any maintenance responsibility of these improvements. The hotel project has a separate beach access ramp proposed for their guests and does not require this sidewalk or access ramp, they were proposed as a public benefit.

Please advise if we can remove the sidewalk and public access ramp from our project scope?

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

PARKER
MYNCHENBERG
& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

------ Forwarded Message ------
From "Jessica Gow" <jessica.gow@cobbcole.com>
To "Klee" <klee@parkermynchenberg.com>
Date 8/22/2023 11:36:03 PM
Subject FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Kevin,
See email from Russ below on the County maintenance item… do we need a letter?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114
(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Russ Brown <rbrown@volusia.org>
Sent: Friday, August 18, 2023 9:37 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>; Jacquelin Kane <JKane@volusia.org>; Jessica Fentress <jfentress@volusia.org>; Mark McClain <MMcClain@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>
Subject: RE: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica – Yes. The county will have no maintenance responsibility. Thanks.

Russ

Russ Brown
Senior Assistant County Attorney
123 W. Indiana Ave.
DeLand, FL 32720
Email: rbrown@volusia.org
Office: 386-736-5950

From: Jessica Gow <jessica.gow@cobbcole.com>
Sent: Friday, August 18, 2023 9:33 AM
To: Russ Brown <rbrown@volusia.org>; Tadd Kasbeer <TKasbeer@volusia.org>; Mark McClain <MMcClain@volusia.org>
Cc: Debi LaCroix <Debi.Lacroix@cobbcole.com>; Tequila Nelson <tequila.valdez@cobbcole.com>
Subject: FW: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

County team,
A follow up question on scope of the public access easement for this site – there will be a sidewalk but also the ADA wooden ramp to the beach – is the County's thought that these would be privately maintained in their entirety?

Jessica Gow
Attorney at Law
Cobb Cole
149 S. Ridgewood Avenue
Suite 700
Daytona Beach, FL 32114

(D) 386-323-9226 | (F) 386-323-9206
Website | Bio

From: Kevin Lee <klee@parkermynchenberg.com>
Sent: Friday, August 18, 2023 9:28 AM
To: Jessica Gow <jessica.gow@cobbcole.com>
Cc: Phillips, Mike <mphillips@dewberry.com>; dhettinger@dewberry.com
Subject: Re[10]: [EX] Re[7]: Fw[2]: Seminole Beach Approach - Easement/Dedication

Jessica,

See attached.

Thanks,

Kevin Lee, P.E.
Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117
Main 386.677.6891 Fax 386.677.2114
Cell 386.566.5183
klee@parkermynchenberg.com

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& ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

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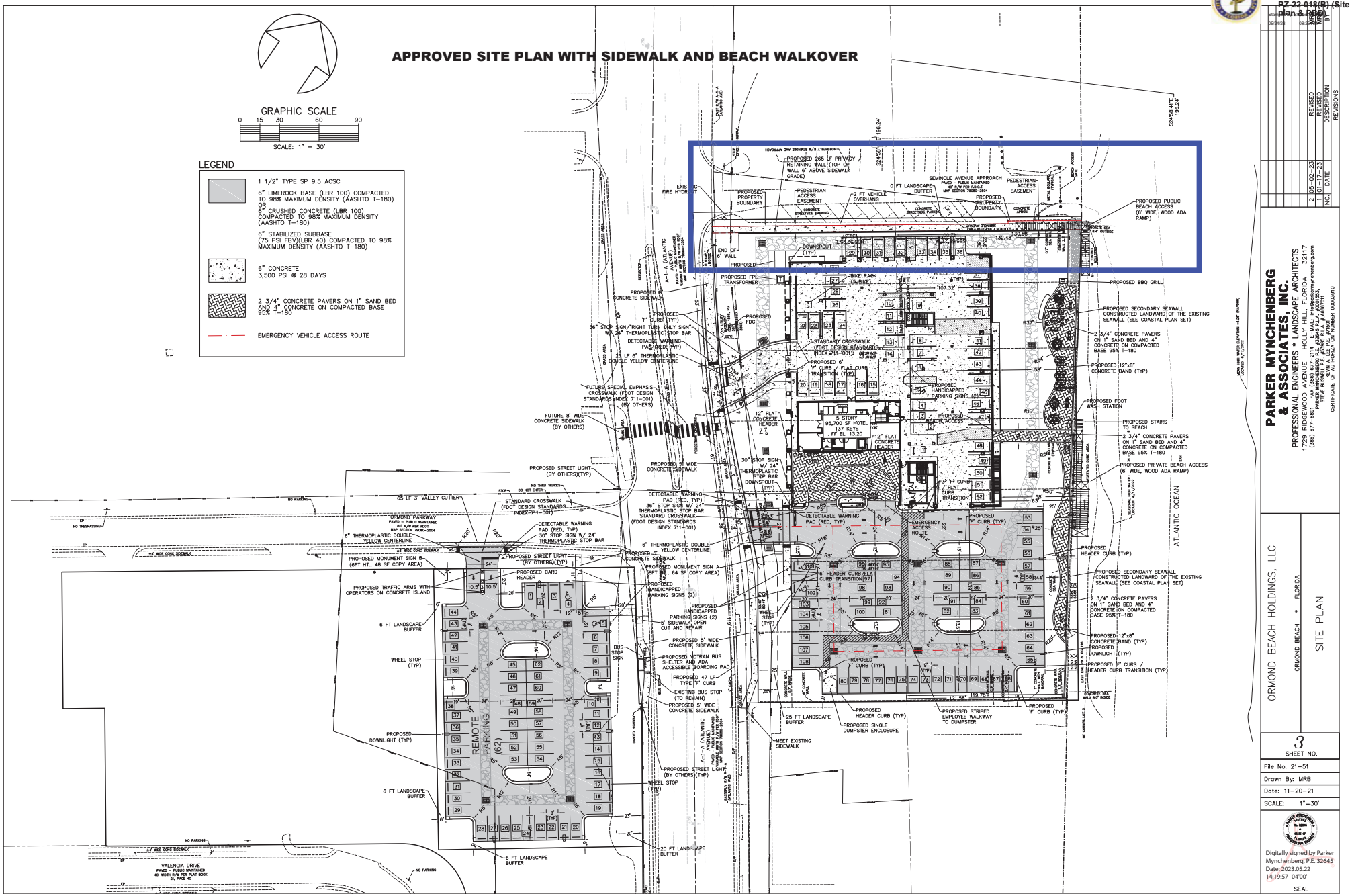
APPROVED
Site Plan Review Committee
PZ-22-015(B) (Site plan & PBD)
Stamp Date: 05/24/23 08:25:34

APPROVED SITE PLAN WITH SIDEWALK AND BEACH WALKOVER



PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PRINCIPALS: STEVE BIGNELL P.E. #56801, STEVE BIGNELL P.E. #56801, JEAN M. REGER, R.L.A. #6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION
2	05-02-23	REVISED
1	01-17-23	REVISED
		REVISIONS

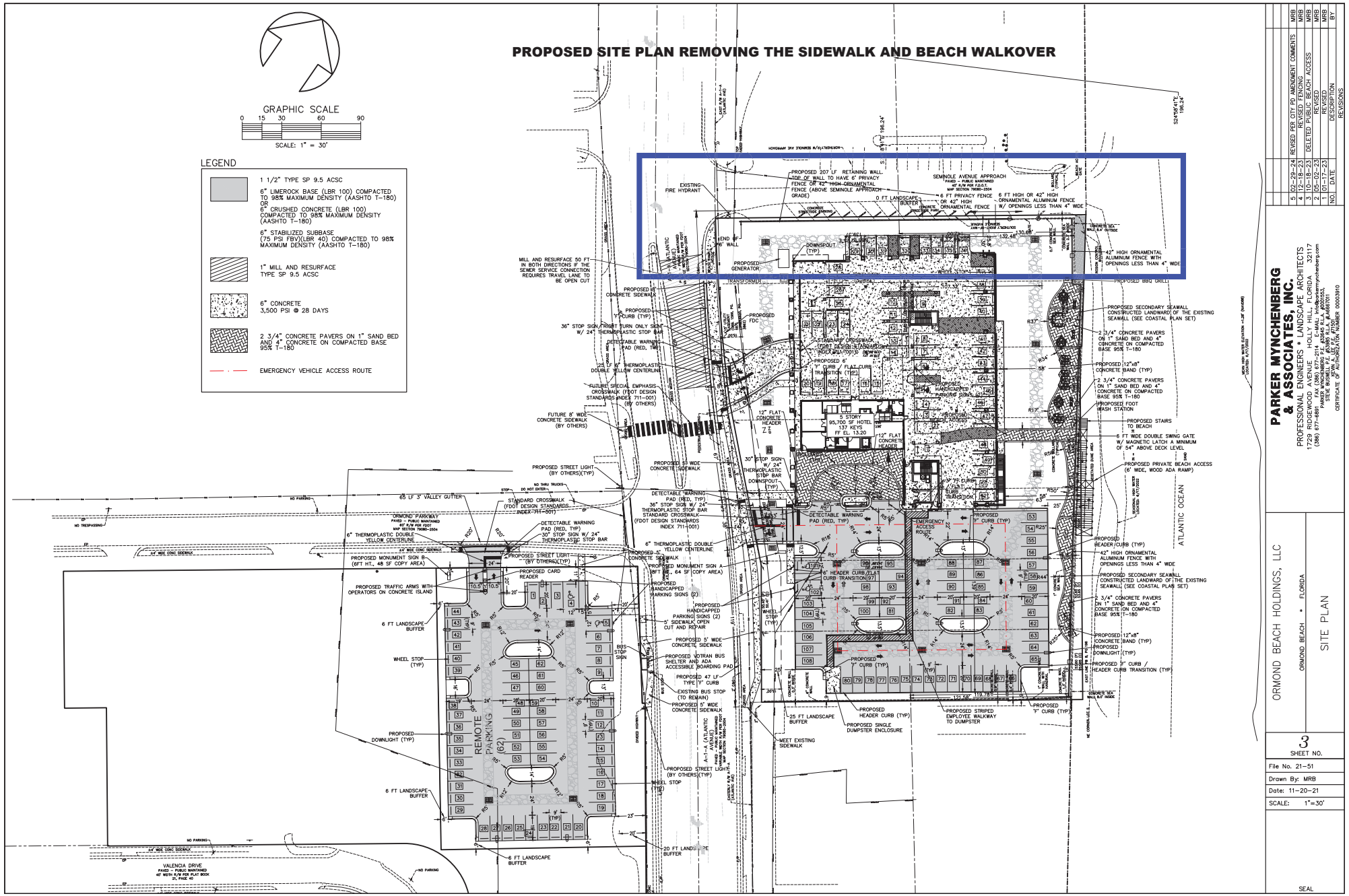
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

Digitally signed by Parker Mynchenberg, P.E. 32645
Date: 2023.05.22 14:19:57 -04'00'
SEAL



NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36853
STEVE BIGNELL, P.E. #56801 LANDSCAPE ARCHITECT, P.L.A. #6667001
JEFFREY A. FLETCHER, P.E. #56801
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH, FLORIDA

GENERAL NOTES:

1) WATER SERVICE AND SEWER DISPOSAL TO BE PROVIDED BY THE CITY OF ORMOND BEACH.
2) SANITARY SERVICE TO BE 6" PVC (SDR 26). WATER MAINS TO BE PVC, DR-18, C-900.
3) CONTRACTOR TO VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4) BOUNDARY, TOPOGRAPHIC & TREE SURVEY PREPARED BY DEWBERRY.
5) TELEPHONE, ELECTRIC AND ALL UTILIES TO BE UNDERGROUND.
6) MINIMUM 32" COVER REQUIRED ON ALL WATER MAINS. MAX. COVER 42".
7) STOP/STREET NAME SIGNS AND STOP BARS ARE TO BE INSTALLED BY THE DEVELOPER.
8) TRAFFIC CONTROL SIGNS TO BE IN ACCORDANCE WITH FDOT STANDARDS AND SPECIFICATIONS.
9) ALL STOP SIGNS ARE REQUIRED TO BE PROVIDED BY THE DEVELOPER TO ORMOND BEACH SPECIFICATIONS AND THE REQUIRED STOP SIGN SHALL BE MOUNTED ON A SINGLE POST. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEERING GRADE) ON MINIMUM 0.080 GAUGE ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE 30" OCTAGONS INSTALLED ON 12', ROUND ALUMINUM POSTS (MAY BE USED FOR ALL SIGNS SMALLER THAN 36" X 48"). ALL WARNING SIGNS SHALL BE 30" X 30".
10) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF ORMOND BEACH LAND DEVELOPMENT CODE REQUIREMENTS.
11) THE APPLICANT SHALL MARK HARMLESSLY, WITHOUT PAINTING OR NAILING, FOR IDENTIFICATION PURPOSES, THOSE TREES TO BE RETAINED. ADHESIVE BACKED STICKERS (GOVERNING TREE REMOVAL) SHALL BE AFFIXED TO EACH INDIVIDUAL BARRICADE, SUCH THAT THERE IS ONE (1) STICKER EVERY FIFTEEN (15') FEET ALONG THE LENGTH OF THE BARRICADE. THE STICKERS SHALL CONTAIN THE FOLLOWING WORDS:

PROTECTED TREES
ALL TREES MARKED TO BE SAVED ARE PROTECTED BY CITY ORDINANCE. ANY PERSON DAMAGING ANY MARKED TREE IS SUBJECT TO A $500.00 FINE AND/OR 60 DAYS IMPRISONMENT.
IF BARRICADES NEED TO BE REMOVED FOR ANY PURPOSE, CALL THE CITY ENGINEERING DEPARTMENT AT 676-3269

STICKERS WILL BE MADE AVAILABLE AT THE BUILDING DIVISION, AND CAN BE PURCHASED AT THE TIME THE PERMIT IS APPLIED FOR.

12) ALL UTILITIES TO BE INSTALLED PRIOR TO REQUEST FOR FINAL INSPECTION.
13) ELEVATION PER NAVD 1988.
14) ROAD CONSTRUCTION COMPACTION AND DENSITY TESTING AND PIPE INSTALLATION TESTING SHALL CONFORM TO CITY MINIMUM REQUIREMENTS. FIELD COPIES OF THE TEST REPORTS SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR THROUGHOUT THE COURSE OF WORK AND FINAL COPIES SUBMITTED TO THE DEVELOPMENT SERVICE ENGINEER WITH THE REQUEST FOR FINAL INSPECTION.
15) PRIOR TO INITIATING CLEARING, THE WETLAND JURISDICTIONAL LIMITS AND UPLAND BUFFER LIMITS SHALL BE STAKED AND APPROVED BY THE CITY. UPON APPROVAL OF STAKING LIMITS THE SILT FENCE SHALL THEN BE INSTALLED. CONTRACTOR MAY CLEAR A SINGLE PATH TO PERMIT SILT FENCE INSTALLATION. AFTER SILT FENCE INSTALLATION HAS BEEN APPROVED BY THE CITY CLEARING MAY PROCEED.
16) WASTE MANAGEMENT, INC. HAS BEEN GRANTED THE EXCLUSIVE RIGHT TO PROVIDE ROLL-OFF SERVICES (CONSTRUCTION/DEMOLITION DEBRIS) WITHIN THE CITY OF ORMOND BEACH. NO OTHER ROLL-OFF CONTRACTORS ARE PERMITTED.
17) CONTRACTOR MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN TO BE IN COMPLIANCE WITH THE NPDES PERMIT. A COPY OF THE PLAN SHALL BE SUBMITTED TO THE CITY PRIOR TO THE ISSUANCE OF AN ENGINEERING PERMIT.

LEGAL DESCRIPTION:

EAST SITE = 95,410 SF = 2.19 AC

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE-SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18-B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A).

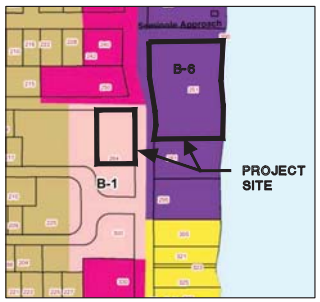
WEST SITE = 33,003 SF = 0.76 AC

A PORTION OF LOTS 1 THROUGH 3, BLOCK F, ORMOND PARKWAY, ACCORDING TO THE PLAT THEREOF AS RECORDED INN MAP BOOK 11, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF LOTS 2 THROUGH 5, BLOCK A, ROCKAFELLER HEIGHTS, AS RECORDED IN MAP BOOK 21 PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, LYING IN THE CITY OF ORMOND BEACH, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 40.00 FEET OF LOT 8, BLOCK F OF SAID ORMOND PARKWAY; THENCE RUN N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 282.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°55'24"E, ALONG THE NORTH LINE OF SAID BLOCK F, A DISTANCE OF 153.07 FEET TO THE WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (SR A1A), A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79080-2504; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE COURSES AND DISTANCES: S25°31'09"E, A DISTANCE OF 104.03 FEET; THENCE RUN S65°55'24"E, A DISTANCE OF 2.10 FEET; THENCE RUN S23°53'59"E, A DISTANCE OF 108.55 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY RUN S65°23'30"W, A DISTANCE OF 155.47 FEET; THENCE RUN N24°36'30"W, A DISTANCE OF 214.00 FEET TO THE POINT OF BEGINNING.

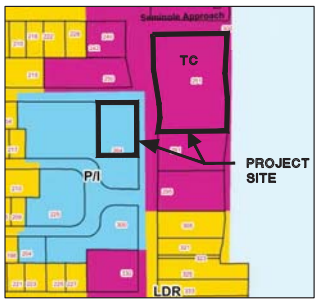
CONTAINING: 33066.51 SQUARE FEET OR 0.76 ACRES MORE OR LESS.

VICINITY MAP



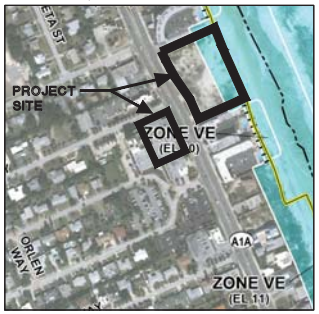
ZONING MAP

B-6 OCEANFRONT TOURIST COMMERCIAL
B-1 PROFESSIONAL OFFICE-HOSPITAL



FUTURE LAND USE MAP

TC – TOURIST COMMERCIAL
P/I – PUBLIC / INSTITUTIONAL



FLOOD MAP

FEMA INSURANCE RATE MAP NUMBER 12127C0216K, SEPTEMBER 29, 2017
FLOOD PLAINS 'X' AND 'VE' (EL 11)

GENERAL INFORMATION

OWNER (EAST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

OWNER (WEST SITE):
ORMOND BEACH HOLDINGS, LLC
8950 SW 74TH COURT
SUITE 1901
MIAMI, FL 33156

DEVELOPER:
CONTENDER DEVELOPMENT, INC.
5 CENTURY DRIVE, SUITE 240
GREENVILLE, SC 29607
JOSHUA L. HOWARD, CFO
(864) 236-0776
EMAIL: joshhoward@evn.com

SURVEYOR:
DEWBERRY
BILL DONLEY, PSM
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
(321) 354-9826 FAX:(407) 648-9104
EMAIL: bdonley@dewberry.com

LAND USE ATTORNEY:
COBB COLE
ROBERT MERREL
149 SOUTH RIDGEWOOD AVENUE, SUITE 700
DAYTONA BEACH, FL 32114
EMAIL: rob.merrel@cobbcole.com
JESSICA GOW
EMAIL: jessica.gow@cobbcole.com

SITE DESIGNER, ENGINEER & LANDSCAPE ARCHITECT
PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645, L.A. #1553
KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION #3910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FL. 32117
(386) 677-6891 FAX (386) 677-2114
E-MAIL: info@parkermynchenberg.com
E-MAIL: klee@parkermynchenberg.com

ARCHITECT:
STUDIO Z ARCHITECTURE
ADAM WILSON
227 W 6TH STREET, SUITE 235
CHARLOTTE, NORTH CAROLINA 28208
(980) 229-0544
www.studio-z-architecture.com

TRAFFIC ENGINEER:
LASSITER TRANSPORTATION GROUP
MATTHEW WEST, AICP
1450 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAILS: info@ltg-inc.us
MATTHEW WEST: mwest@ltg-inc.us

SITE INFORMATION

PROJECT DESCRIPTION:
CONSTRUCT 5 STORY, 95,700 SF HOTEL WITH 137 ROOMS, ASSOCIATED DRIVEWAYS, PARKING (108 SPACES EAST OF A1A, AND 62 SPACES WEST OF A1A), STORM WATER, UTILITIES, SIGNAGE, LIGHTING, LANDSCAPING, AND PRIVATE ADA BEACH ACCESS.

SITE INFORMATION

PROJECT NAME: ORMOND BEACH HOLDINGS, LLC

PARCEL NUMBERS: EAST SITE: 4214-19-07-0010
WEST SITE: 4214-18-06-0010

EXISTING ZONING: EAST SITE: B-6 OCEANFRONT TOURIST COMMERCIAL
WEST SITE: B-1 PROFESSIONAL OFFICE-HOSPITAL

PROPOSED ZONING: BPD

STREET ADDRESS/LOCATION: EAST SITE – 251 SOUTH ATLANTIC AVENUE
WEST SITE – 264 SOUTH ATLANTIC AVENUE

SITE AREA:
EAST SITE = 95,410 SF = 2.19 AC
WEST SITE = 33,070 SF = 0.76 AC
TOTAL AREA = 128,480 SF = 2.95 AC

ARCHITECTURAL STYLE – FLORIDA CRACKER

IMPERVIOUS AREA SUMMARY

EAST SITE (2.19 AC):

EXISTING IMPERVIOUS AREA = 1,315 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 1,315 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....27,731 SF
ASPHALT.....24,897 SF
CONCRETE.....5,096 SF

TOTAL EAST SITE IMPERVIOUS AREA.....57,724 SF = 60.50%
TOTAL EAST SITE OPEN SPACE.....37,686 SF = 39.50%

WEST SITE (0.76 AC):

EXISTING IMPERVIOUS AREA = 23,644 SF
EXISTING IMPERVIOUS AREA TO BE REMOVED = 23,644 SF

PROPOSED IMPERVIOUS AREA:
BUILDINGS.....0 SF
ASPHALT.....22,428 SF
CONCRETE.....792 SF

TOTAL WEST SITE IMPERVIOUS AREA.....23,220 SF = 70.21%
TOTAL WEST SITE OPEN SPACE.....9,850 SF = 29.79%

TOTAL IMPERVIOUS AREA.....80,944 SF = 63.00%
TOTAL OPEN SPACE.....47,536 SF = 37.00%

BUILDING DATA:

BUILDING AREA = 95,700 SF
FIRST FLOOR = 27,731 SF = 29.06%
F.A.R. (EAST) = 95,700 SF / 95,410 SF = 1.003

SETBACKS:
WEST.....33 FT
EAST.....64 FT
NORTH.....30 FT
SOUTH.....144 FT

BUILDING HEIGHT.....75 FT
(BUILDING HEIGHT SHALL BE VERIFIED BY A SURVEYOR UPON COMPLETION OF CONSTRUCTION)

PARKING CALCULATION:

EAST PROPERTY

PARKING REQUIRED:
137 ROOMS X (1.5 SPACES PER ROOM) = 205.5
20% REDUCTION IN PARKING DUE TO AVAILABLE PUBLIC TRANSPORTAION
205.5 X 80% = 164.4 = 165 SPACES

PARKING PROVIDED:

EAST SITE:
STANDARD.....103 SPACES
HANDICAPPED.....4 SPACES
TOTAL.....107 SPACES

WEST SITE:
STANDARD.....60 SPACES
HANDICAPPED.....2 SPACES
TOTAL.....62 SPACES

TOTAL PARKING PROVIDED = 169 SPACES

BICYCLE PARKING REQUIRED:
165 SPACES X 2.5% = 4.125 (4) BICYCLE PARKING SPACES REQUIRED

BICYCLE PARKING PROVIDED = 5 BICYCLE PARKING SPACES

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1-S6	BOUNDARY & TOPOGRAPHIC SURVEY (EAST SITE)
S5-S7	BOUNDARY & TOPOGRAPHIC SURVEY (WEST SITE)
2	DEMOLITION & EROSION CONTROL PLAN
3	SITE PLAN
4	CIVIL PLAN
5	UTILITY PLAN
6	LANDSCAPE PLAN
7	LANDSCAPE DETAILS
8	IRRIGATION PLAN
9	IRRIGATION DETAILS
10-13	PAVING AND DRAINAGE DETAILS
14-15	WATER STANDARD DETAILS
16-17	SANITARY SEWER STANDARD DETAILS
18	ADA BEACH ACCESS RAMP DETAILS

SOILS MAP

MAP UNIT SYMBOL	MAP UNIT NAME
40	PALM BEACH-URBAN LAND-PAOLA COMPLEX, 0 TO 8 PERCENT SLOPES

SPECIFIC NOTES:

1) THERE ARE NO WETLANDS LOCATED WITHIN THE PROJECT BOUNDARY.

FDOT GENERAL NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY PERSONNEL CERTIFIED BY FDOT IN ADVANCED MOT.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE EDITION OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IF THE DEPARTMENT DETERMINES THAT AS-BUILT CONDITIONS VARY SIGNIFICANTLY WITH A RECORD DRAWINGS REPORT BY PERMITTEE'S PROFESSIONAL ENGINEER, FORM 850-040-19, WITHIN 30 DAYS OF COMPLETING CONSTRUCTION.
5. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
6. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
7. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, NOTICEABLE VOIDS, SURFACE IRREGULARITIES, AND OTHER DEFECTS. CONCRETE GUTTER SHALL BE SAW CUT BETWEEN ASPHALT AND GUTTER BEFORE REMOVAL.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED WITHIN FDOT RGHT-OF-WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553,
STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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KEVIN LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

COVER SHEET

1
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

Digitally signed by Kevin Lee
Date: 2024.02.29 15:40:29 -05'00'

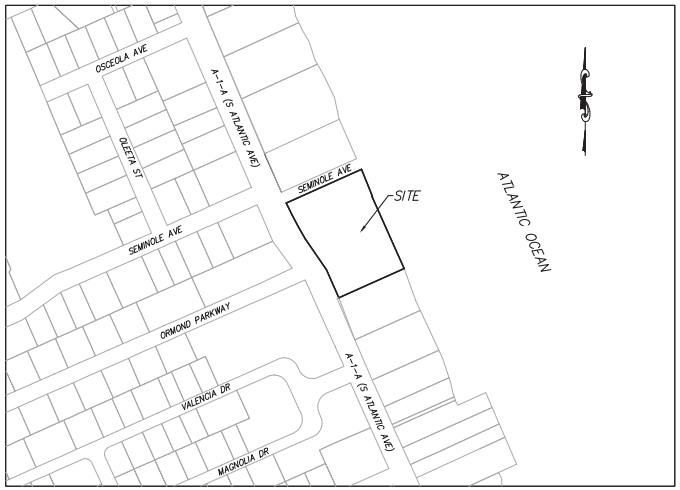
SEAL

Z:\Ormond Beach\Normal\DWG\000-SPLT.dwg 2/29/2024 3:49:11 PM, DWG To PDF.pc3

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
-FOR-
BLACKSTREAM
-OF-
251 SOUTH ATLANTIC AVENUE

SCHEDULE B2 EXCEPTIONS:

1. STANDARD EXCEPTIONS 1–5. NOT RELATED TO SURVEY.
5. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS CONTAINED ON THE PLAT OF RE–SUBDIVISION BLOCK "G" ORMOND PARKWAY RECORDED IN PLAT BOOK 8, PAGE 196. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
6. RESTRICTIONS, DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH RECORDED IN MAP BOOK 3, PAGE 108. (AFFECTS SUBJECT PROPERTY – PLOTTED AS APPLICABLE)
7. RIGHT OF REVERTER RESERVED BY FLORIDA POWER AND LIGHT COMPANY CONTAINED IN THAT CERTAIN QUIT CLAIM DEED TO THE STATE OF FLORIDA RECORDED MAY 10, 1972, IN OFFICIAL RECORDS BOOK 1421, PAGE 100. (AFFECTS SUBJECT PROPERTY – NOT PLOTTABLE).
8. EASEMENT TO FLORIDA POWER AND LIGHT COMPANY RECORDED APRIL 3, 1973, IN OFFICIAL RECORDS BOOK 1566, PAGE 587, PARTIAL RELEASE OF EASEMENT RECORDED AUGUST 10, 2011 IN OFFICIAL RECORDS BOOK 6620, PAGE 3862. (AFFECTS SUBJECT PROPERTY – PLOTTED)
9. RIGHTS, IF ANY, OF THE PUBLIC TO USE AS A PUBLIC BEACH OR RECREATION AREA ANY PART OF THE LAND LYING BETWEEN THE BODY OF WATER ABUTTING THE SUBJECT PROPERTY AND THE NATURAL LINE OF VEGETATION, BLUFF, EXTREME HIGH WATER LINE, OR OTHER APPARENT BOUNDARY LINE SEPARATING THE PUBLICLY USED AREA FROM THE UPLAND PRIVATE AREA. (AFFECT SUBJECT PROPERTY – LANDS LYING BEACHSIDE OF THE SEA WALL)
10. NOT WITHSTANDING THE LEGAL DESCRIPTION IN SCHEDULE A, THIS POLICY DOES NOT INSURE AGAINST RIGHTS OF THE STATE OF FLORIDA BASED ON THE DOCTRINE OF THE STATE'S SOVEREIGN OWNERSHIP OF LANDS LYING BELOW THE MEAN HIGH WATER LINE OF ANY NAVIGABLE OR TIDALLY INFLUENCED WATERS. (AFFECTS LANDS LYING BEACHSIDE OF THE SEAWALL)
11. ANY LAND DESCRIBED IN SCHEDULE A WHICH IS ARTIFICIALLY FILLED LAND IN WHAT WAS FORMERLY NAVIGABLE WATERS, IS SUBJECT TO THE RIGHTS OF THE UNITED STATES GOVERNMENT, ARISING BY SAID GOVERNMENT'S CONTROL OVER NAVIGABLE WATERS INVOLVING NAVIGATION AND COMMERCE. (DOES NOT APPEAR TO AFFECT SUBJECT PROPERTY)
12. COASTAL CONSTRUCTION SETBACK/CONTROL LINE AS RECORDED AND FILED FROM TIME TO TIME IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND IF THE SUBJECT PROPERTY ABUTS THE MEAN HIGHWATER LINE OF THE GULF OF MEXICO, ATLANTIC OCEAN, OR THE STRAITS OF FLORIDA, THE RIGHT TO USE SUCH PROPERTY MAY BE AFFECTED BY THE PROVISIONS OF SECTIONS 161.052 AND 161.053, FLORIDA STATUTES. (AFFECTS SUBJECT PROPERTY– PLOTTED HEREON)
13. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. (NONE PROVIDED FOR REVIEW)



VICINITY MAP
SCALE: 1"=200'

LEGAL DESCRIPTION:

PARCEL "A":

LOTS 1, 2, 3, 4 AND 5, OF RE–SUBDIVISION BLOCK "G", ORMOND PARKWAY, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 196, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

PARCEL "B":

THE NORTH 100 FEET OF THE SOUTH 368 FEET OF LOT 18–B, MAP OF THE ASSESSOR'S SUBDIVISION OF ORMOND BEACH, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 108, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A–1–A).

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF N23°45'06"W ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 1217C0216K, VOLUSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "VE".
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 9464222, DATED 04/20/2021.
5. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.
8. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS A PART OF THIS SURVEY.
9. BEARINGS AND DISTANCES SHOWN ALONG PERIMETER BOUNDARY DIMENSIONS ARE MEASURED UNLESS NOTED OTHERWISE.
10. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).
11. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 06/20/2022 PER FAC 5J–17.062(2).
12. THE COAST CONSTRUCTION CONTROL LINE (CCCL) SHOWN HEREON IS PLOTTED BASED ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES MAP BOOK 30, PAGE 20 ON FILE WITH FDEP IN TALLAHASSEE, FLORIDA. THIS LINE MAY IMPACT THE SETBACKS AND CONSTRUCTIBILITY OF IMPROVEMENTS WITHIN THE PREMISES.
13. THE APPROXIMATE ACREAGE OF THE PREMISES IS: 95,410.42 SQAURE FEET, 2.19 ACRES MORE OR LESS. THIS ACREAGE CONTAINS APPROXIMATELY 1365 SQUARE FEET, 0.03 ACRES LYING BEACHSIDE OF THE SEAWALL AS NOW EXISTS THAT MAY BE SOVEREIGN LANDS OF THE STATE OF FLORIDA.
14. LANDS SHOWN HEREON LIE WITHIN FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL 1212700216K, FLOOD ZONES X AND VE (FLOOD ELEVATION OF 11.00 FEET) AND PARTIALLY LIE WITHIN A COASTAL FLOOD HAZARD AREA.
15. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AO1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT,M STAMPED "79 78 A64", HAVING AN ELEVATION OF 11.03 FEET (NAVD 88).

SHEET INDEX:

SHEET 1: COVER SHEET
SHEET 2–3: TOPOGRAPHIC SURVEY
SHEET 4: COASTAL CONSTRUCTION CONTROL LINE EXHIBIT; BUILDING SETBACK EXHIBIT

CERTIFIED TO:

BLACKSTREAM HOMES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050–.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY, CERTIFICATE NO. 5381, STATE OF FLORIDA, REGISTERED LAND SURVEYOR

William D Donley — Digitally signed by William D Donley, Date: 2022.06.20 09:51:45 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
22–24	05/24/22	MCD	ADDITIONAL TOPO PERFORMED	WDD
22–24	06/16/22	MCD	MEAN HIGH WATER AND SEASONAL HIGH WATER LINES ADDED	WDD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

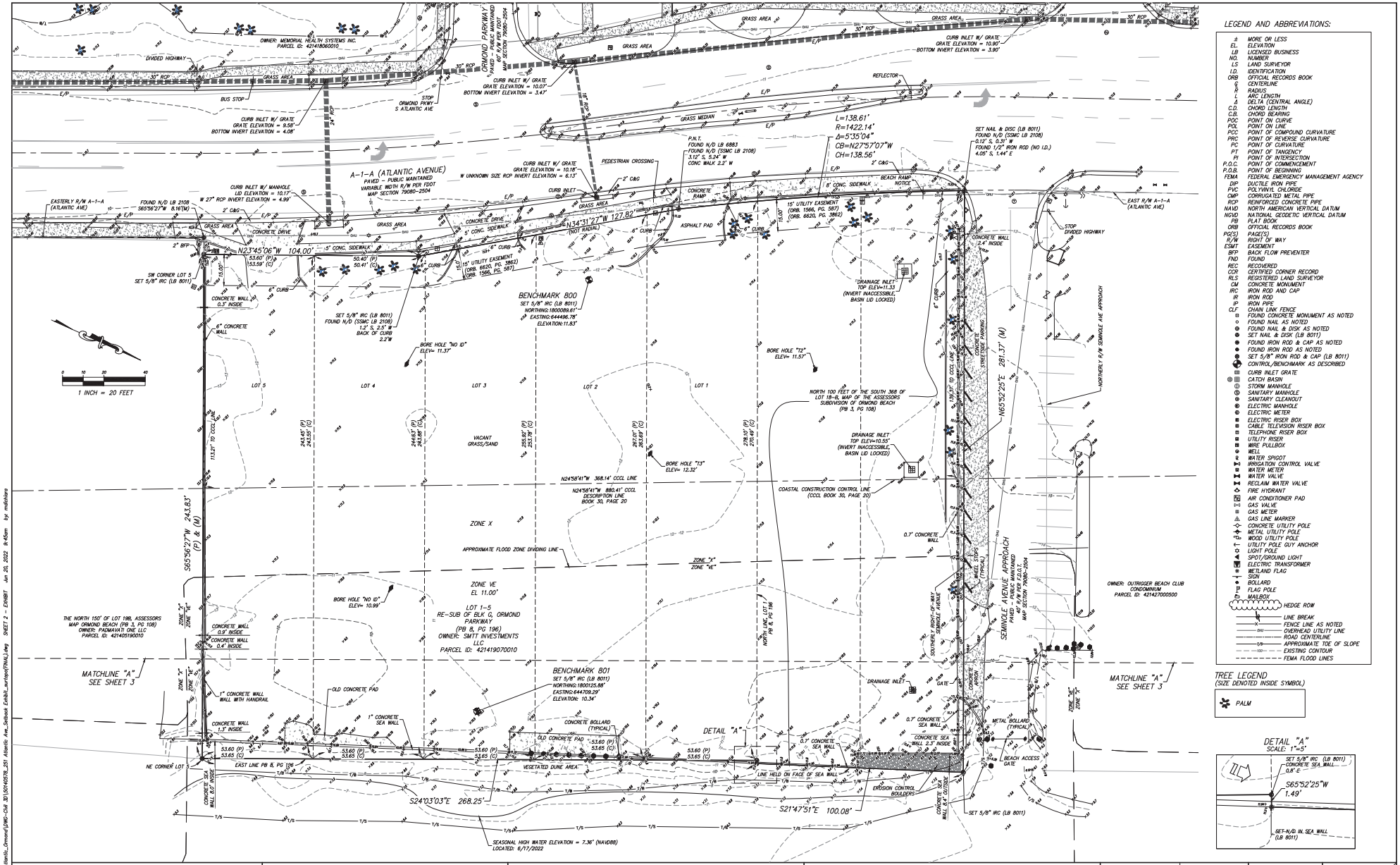
LOT 1–5, RE–SUBDIVISION BLOCK "G"
ORMOND PARKWAY SUBDIVISION
LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND TOPOGRAPHIC SURVEY
–FOR–
BLACKSTREAM

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/13/2022	50140578
DRAWING DATE	BY / APPROVED	SCALE
06/20/2022	MCD / WDD	N/A

1 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 1 – EXHIBIT Jun 20, 2022 8:45am by mdolshaw



LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
EL.	ELEVATION
LB	LICENSED BUSINESS
NO.	NUMBER
LS	LAND SURVEYOR
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
℄	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
POC	POINT ON CURVE
POL	POINT ON LINE
PCC	POINT OF COMPOUND CURVATURE
PRC	POINT OF REVERSE CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PI	POINT OF INTERSECTION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
R/W	RIGHT OF WAY
ESMT	EASEMENT
BFP	BACK FLOW PREVENTER
FND	FOUND
REC	RECOVERED
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT
IRC	IRON ROD AND CAP
IR	IRON ROD
IP	IRON PIPE
CLF	CHAIN LINK FENCE
⊡	FOUND CONCRETE MONUMENT AS NOTED
○	FOUND NAIL AS NOTED
⊙	FOUND NAIL & DISK AS NOTED
●	SET NAIL & DISK (LB 8011)
●	FOUND IRON ROD & CAP AS NOTED
●	FOUND IRON ROD AS NOTED
●	SET 5/8" IRON ROD & CAP (LB 8011)
⊕	CONTROL/BENCHMARK AS DESCRIBED
▤	CURB INLET GRATE
▥	CATCH BASIN
Ⓢ	STORM MANHOLE
Ⓢ	SANITARY MANHOLE
Ⓢ	SANITARY CLEANOUT
Ⓔ	ELECTRIC MANHOLE
Ⓔ	ELECTRIC METER
■	ELECTRIC RISER BOX
■	CABLE TELEVISION RISER BOX
■	TELEPHONE RISER BOX
■	UTILITY RISER
■	WIRE PULLBOX
●	WELL
●	WATER SPIGOT
⋈	IRRIGATION CONTROL VALVE
⋈	WATER METER
⋈	WATER VALVE
⋈	RECLAIM WATER VALVE
◇	FIRE HYDRANT
▣	AIR CONDITIONER PAD
⋈	GAS VALVE
■	GAS METER
▲	GAS LINE MARKER
◇	CONCRETE UTILITY POLE
◆	METAL UTILITY POLE
◇	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
✕	LIGHT POLE
◀	SPOT/GROUND LIGHT
▣	ELECTRIC TRANSFORMER
✱	WETLAND FLAG
●	SIGN
●	BOLLARD
⚑	FLAG POLE
▭	MAILBOX
	HEDGE ROW
	LINE BREAK
	FENCE LINE AS NOTED
	OVERHEAD UTILITY LINE
	ROAD CENTERLINE
T/S	APPROXIMATE TOE OF SLOPE
	EXISTING CONTOUR
	FEMA FLOOD LINES

TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)

✱	PALM

REVISIONS

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22-24	0524/22	MCD	ADDITIONAL TOPO PERFORMED	WDD

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2021 A / 4-6	05/13/2022

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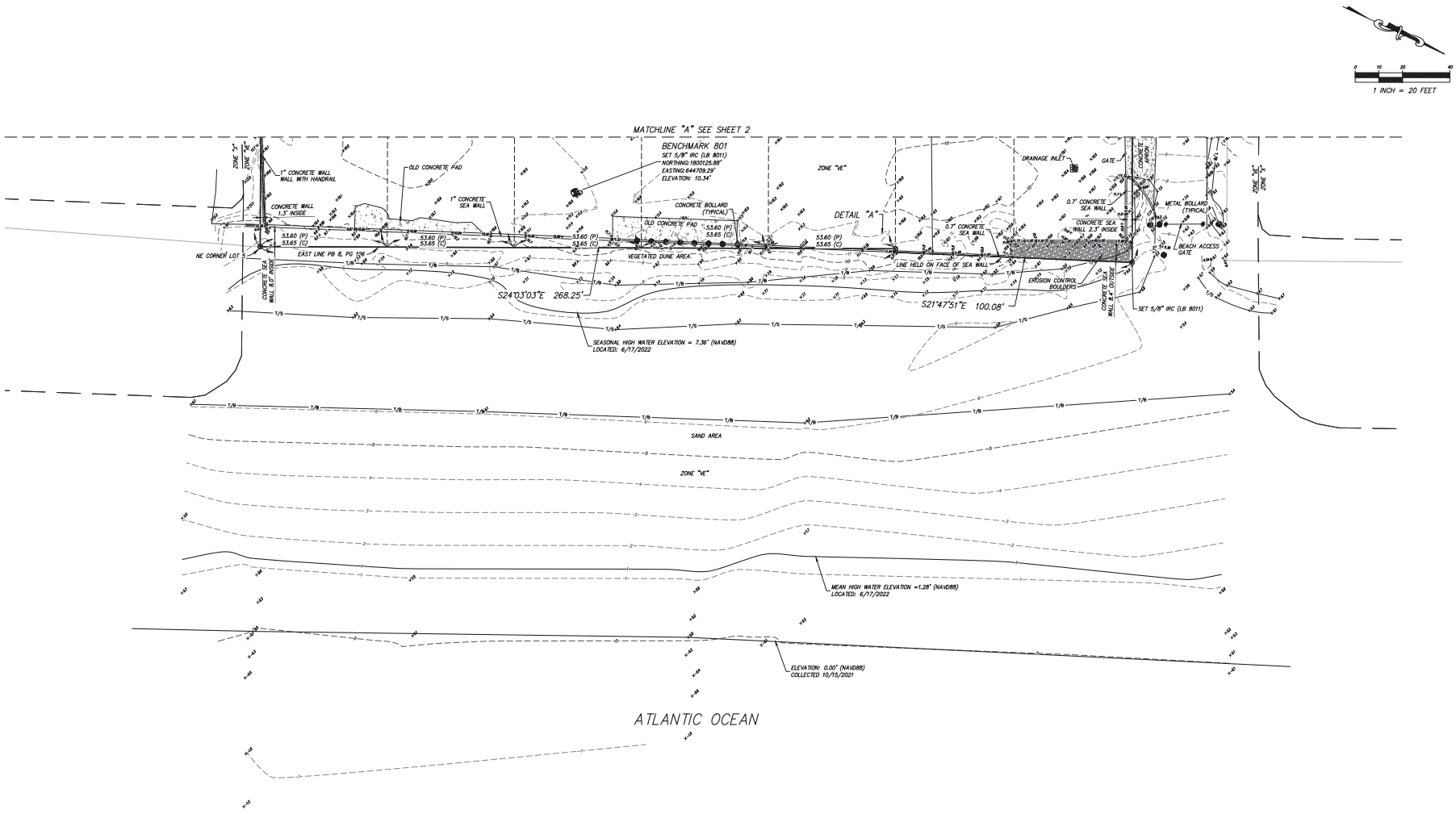
06/20/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(TRIAL).dwg SHEET 2 - EXHIBIT Jun 20, 2022 8:45am by mdishara



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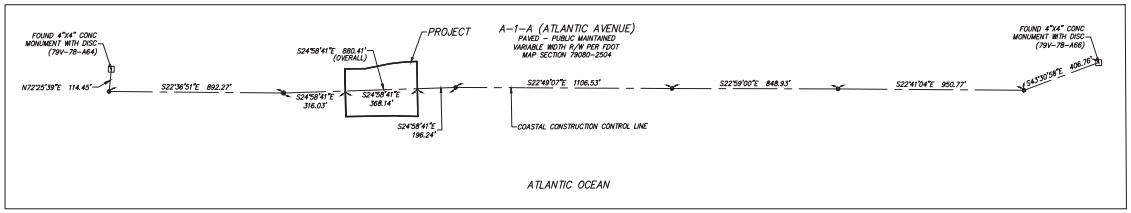
PROJECT NO. 50140578

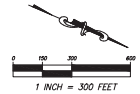
SCALE N/A

3 OF 4

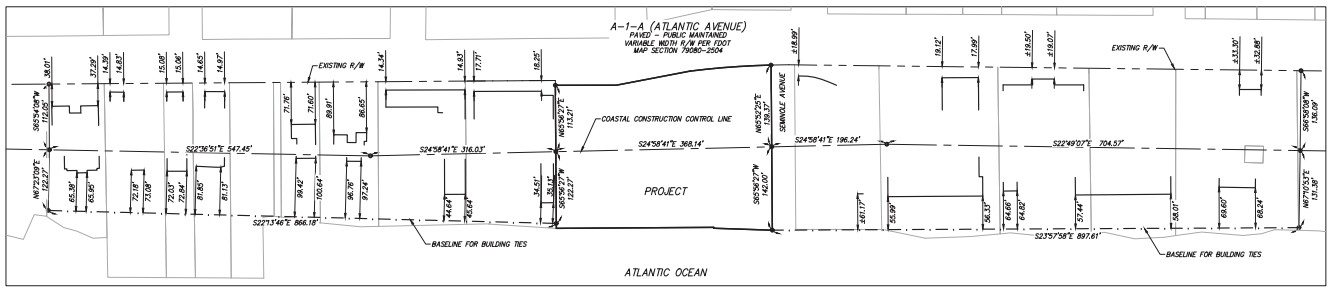
Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 3 - EXHIBIT Jun 20, 2022 8:46am by mdishara

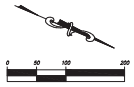
COASTAL CONSTRUCTION CONTROL LINE (CCCL) EXHIBIT





BUILDING SETBACK EXHIBIT





AVERAGE SETBACK CALCULATION

Address	Description	Rear Setback (ft)
149 S Atlantic	Hotel - The Cove on Ormond Beach	68.24
187 S Atlantic	Hotel - Plantation Island	57.44
205 S Atlantic	Hotel - Best Western	55.99
215 S Atlantic	Timeshare - Bluegreen Outrigger	61.17
251 S Atlantic	Project Location	
281 S Atlantic	Hotel - Days Inn	34.51
295 S Atlantic	Hotel - Quality Inn	44.64
305 S Atlantic	Residential	96.76
321 S Atlantic	Residential	99.42
325 S Atlantic	Vacant Residential	
333 S Atlantic	Residential	81.13
335 S Atlantic	Residential	72.03
345 S Atlantic	Residential	72.18
353 S Atlantic	Residential	65.38
Average Rear Setback		67.41

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SCALE N/A

4 OF 4

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_251 Atlantic Ave_Setback Exhibit_surtopo(FINAL).dwg SHEET 4 - EXHIBIT Jun 20, 2022 8:46am by mdishara

ALTA/ NSPS LAND TITLE SURVEY

-FOR-

ORMOND BEACH HOLDINGS, LLC

-OF -

264 SOUTH ATLANTIC AVENUE

LEGAL DESCRIPTION: PER CHICAGO TITLE INSURANCE COMPANY
COMMITMENT NO. 101611784

PARCEL NORTH OF ORMOND PARKWAY: A PORTION OF BLOCK "E", ORMOND PARKWAY SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF LOT 10, SAID BLOCK "E"; THENCE NORTH 25 DEGREES, 00 MINUTES 00 SECONDS WEST, 104.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE NORTH 64 DEGREES, 56 MINUTES, 15 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "E", 208.56 FEET TO THE NORTHEAST CORNER OF LOT 7, SAID BLOCK "E"; THENCE SOUTH 25 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT 7, 104.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 64 DEGREES 56 MINUTES 15 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "E", 209.42 FEET TO THE POINT OF BEGINNING;

ALSO,

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE ½ INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F"; THENCE NORTH 64 DEGREES, 56 MINUTES 15 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A), SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 26 DEGREES 30 MINUTES 18 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 105.12 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID JOG, 2.10 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 45 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 220.03 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 3 DEGREES 53 MINUTES 57 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1.36 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 63 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 1.36 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 59 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 14.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 08 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.17 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 25 DEGREES 16 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.13 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES 04 MINUTES 47 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.88 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 25 DEGREES 06 MINUTES 49 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 103.77 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 10, SAID BLOCK "B"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 250.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.28 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 78.70 FEET, SAID ARC SUBTENED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES 40 MINUTES 52 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES 00 SECONDS; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 09 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.46 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 56 MINUTES 26 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID CURVE SUBTENDED BY A CHORD WHICH BEARS NORTH 67 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES 58 MINUTES 37 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.89 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 64 DEGREES 59 MINUTES 48 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES 46 MINUTES 02 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 49.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES 00 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 250.00 FEET TO THE SOUTHWEST CORNER OF LOT 10; THENCE NORTH 24 DEGREES 44 MINUTES 02 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING,

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES 00 MINUTES 08 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 119.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 49.91 FEET AND A CENTRAL ANGLE OF 90 DEGREES 08 MINUTES 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.49 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES 56 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.65 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES 53 MINUTES 52 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.09 FEET AND A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.59 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 70.78 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES 00 MINUTES 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 59 MINUTES 51 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 64 DEGREES 51 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 49.65 FEET TO SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES 50 MINUTES 22 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY ALSO BEING KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND THE EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9 AND 10, BLOCK "B"; LOTS 1, 2, 3, 4, 5, 6 AND 26, BLOCK "D"; ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10, BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7 AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOTS 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE PROPERTY AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL SOUTH OF ORMOND PARKWAY AND NORTH OF VALENCIA DRIVE: A PORTION OF BLOCK "A", ROCKEFELLER HEIGHTS, SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF BLOCK "F", SAID ORMOND PARKWAY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF THE EASTERLY 40 FEET OF LOT 8, SAID BLOCK "F"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK "F", 436.01 FEET TO THE CURRENT (1996) WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE (STATE ROAD A-1-A). SAID POINT BEING A 3/4 INCH IRON PIPE; THENCE SOUTH 25 DEGREES, 31 MINUTES, 09 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 104.03 FEET TO A JOG IN SAID RIGHT OF WAY LINE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 2.10 FEET; THENCE SOUTH 23 DEGREES, 53 MINUTES, 59 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF-WAY LINE, 219.95 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20 FEET AND A CENTRAL ANGLE OF 5 DEGREES 56 MINUTES 26 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 2.07 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 67 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 2.07 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 81.92 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID BLOCK "A", 15.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES, 04 MINUTES, 36 SECONDS WEST, A DISTANCE OR 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "A", 225.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 10, SAID BLOCK "A"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID EAST 1/2 OF LOT 10, 105.00 FEET TO AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID EAST 1/2 OF LOT 10; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF LOT 8, SAID BLOCK "F", ORMOND PARKWAY SUBDIVISION, 31.80 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE EASTERLY 40 FEET OF SAID LOT 8, BLOCK "F"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID EASTERLY 40 FEET OF LOT 8, BLOCK "F", 104.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "B", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE 1/2 INCH IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, SAID BLOCK "B"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "B", 150.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 1, SAID BLOCK "B", 15.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES, 55 MINUTES, 24 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF LOT 1, SAID BLOCK "B", 81.28 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES, 01 MINUTES, 44 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 3.15 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 70 DEGREES, 26 MINUTES, 16 SECONDS EAST, A DISTANCE OF 3.15 FEET TO THE END OF SAID CURVE AND TO A POINT ON THE CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE; THENCE SOUTH 24 DEGREES, 03 MINUTES, 01 SECONDS EAST, ALONG THE SAID CURRENT WESTERLY RIGHT OF WAY LINE OF SOUTH ATLANTIC AVENUE, 169.75 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LOT 3, SAID BLOCK "B"; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 3, 184.34 FEET TO THE IRON PIPE MARKING THE NORTHWEST CORNER OF THE SOUTHERLY 50 FEET OF LOT 5, SAID BLOCK "B"; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF LOT 6, SAID BLOCK "B", 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK "B", 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 10, 105.00 FEET TO THE POINT OF BEGINNING.

ALSO,

PARCEL SOUTH OF VALENCIA DRIVE AND NORTH OF MAGNOLIA DRIVE: A PORTION OF BLOCK "D", ROCKEFELLER HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 21, PAGE 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE IRON PIPE AND CAP MARKING THE NORTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID BLOCK "D", 120.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 69 DEGREES, 04 MINUTES, 36 SECONDS EAST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 24 DEGREES, 04 MINUTES, 36 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID BLOCK "D", 110.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 78.54 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 20 DEGREES, 55 MINUTES, 24 SECONDS WEST, A DISTANCE OF 70.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 65 DEGREES, 55 MINUTES, 24 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID BLOCK "D", 170.00 FEET TO THE IRON PIPE MARKING THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 6, 105.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES, 55 MINUTES, 24 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 6, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 26, SAID BLOCK "D"; THENCE NORTH 24 DEGREES, 04 MINUTES, 36 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID LOT 26, 105.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE PROPERTY BEING ALSO KNOWN AS:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND EAST 1/2 OF LOT 10, BLOCK "A"; LOTS 1, 2, 3, AND 5, EXCEPT THE SOUTHERLY 50 FEET THEREOF, AND LOTS 6, 7, 8, 9, AND 10, BLOCK "B", LOTS 1, 2, 3, 4, 5, 6, AND 26, BLOCK " D" ' ROCKEFELLER HEIGHTS, AS PER MAP RECORDED IN MAP BOOK 6, PAGE 210, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 7, 8, 9, 10 OF BLOCK "E"; LOTS 1, 2, 3, 4, 5, 6, 7, AND EASTERLY 40 FEET OF LOT 8, BLOCK "F", ORMOND PARKWAY, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN FOR ROAD RIGHT OF WAY.

LESS LOT 9 AND 10, BLOCK "B", ROCKEFELLER HEIGHTS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 210 AND RECORDED IN MAP BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS LOTS 7, 8, 9, 10, BLOCK "E", ORMOND PARKWAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 11, PAGE(S) 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CONTAINING: 184976.86 SQUARE FEET OR 4.25 ACRES MORE OR LESS.

VICINITY MAP
SCALE: 1"=200'

SURVEYOR'S CERTIFICATE:
TO: ORMOND BEACH HOLDINGS, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY: FOX ROTHSCHILD LLP; CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS (INSERT CORRECT ITEMS HERE-1, 2, 3, 4, 6(b), 7(a), 7(b)(1), 7(b)(2), 7(c), 8, 9, 10, 11(b), 13, 22, 23-INSERT CORRECT ITEMS HERE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10-16-2021.

DATE OF PLAT OR MAP: 04-29-2022

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

William D Donley — Digitally signed by William D Donley, Date: 2022.04.29 14:43:02 -04'00'

WILLIAM D. DONLEY — DATE
FLORIDA LICENSED SURVEYOR & MAPPER NO. LS 5381

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILLIAM D. DONLEY — CERTIFICATE NO. 5381 — STATE OF FLORIDA — REGISTERED LAND SURVEYOR

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 · FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4-6	05/24/2021	50140578
DRAWING DATE	BY / APPROVED	SCALE
04/29/2022	MCD / WDD	1" = 200'

1 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_survalta_MAIN FILE WEST SIDE.dwg SHEET 1 - COVER Apr 29, 2022 2:34pm by mdishore

SCHEDULE B2 EXCEPTIONS:

1–5. STANDARD EXCEPTIONS.

6. MATTERS AS CONTAINED ON THE PLAT OF ORMOND PARKWAY, RECORDED IN PLAT BOOK 11, PAGE 19, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED)

7. MATTERS AS CONTAINED ON THE PLAT OF ROCKEFELLER HEIGHTS, RECORDED IN PLAT BOOK 6, PAGE 210 AND RECORDED IN PLAT BOOK 21, PAGE(S) 40, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AFFECTS – PLOTTED).

8. EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN DEED BOOK 552, PAGE 203. (DOES NOT AFFECT – NOT PLOTTED).

9. EASEMENT TO CITY OF ORMOND BEACH FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 495, PAGE 701. (MAY AFFECT SUBJECT PARCEL – DOCUMENT PROVIDED IS ILLEGIBLE).

10 EASEMENT TO CITY OF ORMOND BEACH, FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 500, PAGE 248. (DOES NOT AFFECT – NOT PLOTTED).

11. EASEMENT TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED IN OFFICIAL RECORDS BOOK 1112, PAGE 593. (AFFECTS – PLOTTED).

12. EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2487, PAGE 224. (AFFECTS – PLOTTED).

13. RESTRICTIONS AS SET FORTH IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 618, PAGE 65. (DOES NOT AFFECT – NOT PLOTTED).

14. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 37, BEING DEED NO. 2066, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1747. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 5, 9 AND 10, BLOCK A.) (AFFECTS – NOT PLOTTED).

15. OIL AND MINERAL RESERVATION AND STATE ROAD RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 315, PAGE 394, BEING DEED NO. 1930. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 2, BLOCK B.) (AFFECTS – NOT PLOTTED).

16. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 30, BEING DEED NO. 2062, AS AFFECTED BY OFFICIAL RECORDS BOOK 2035, PAGE 1748. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOT 6, BLOCK A.) (AFFECTS – NOT PLOTTED).

17. OIL AND MINERAL RESERVATION RESERVED UNTO THE STATE OF FLORIDA BY THAT CERTAIN DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA FILED IN DEED BOOK 323, PAGE 243, BEING DEED NO. 2229. THE RIGHT OF ENTRY HAS BEEN RELEASED. (LOTS 1 THROUGH 4, BLOCK F.) (DOES NOT AFFECT – NOT PLOTTED).

18. CONDITIONAL USE PERMIT WITH THE CITY OF ORMOND BEACH RECORDED IN OFFICIAL RECORDS BOOK 4027, PAGE 2177, AMENDED BY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1698 AND BY AMENDED CONDITIONAL USE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 4225, PAGE 1702. (AFFECTS – NOT PLOTTABLE).

19. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4251, PAGE 3699. (AFFECTS – PLOTTED).

20. RESOLUTION NO. 2019–27 FOR IMPACT FEE RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1774, AFFECTED BY IMPACT FEE PRESERVATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 7652, PAGE 1802. (AFFECTS – NOT PLOTTABLE).

21. ORDER OF TAKING PURSUANT TO THAT CERTAIN FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1690, PAGE 706. (AFFECTS – NOT PLOTTABLE).

22. INTENTIONALLY DELETED

23. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011, U.S. SURVEY FEET, ESTABLISHED WITH TRIMBLE VRS GNSS VIRTUAL NETWORK, TOGETHER WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FPRN). DERIVING A BEARING OF S23°53'59"E ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A.

2. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NA VD 88), AS DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "79 78 A 64 FLDNR" (PID: AQ1879). DESCRIBED AS A SURVEY DISK SET IN TOP OF A 4"X4" CONCRETE MONUMENT, STAMPED "79 78 A64"| HAVING AN ELEVATION OF 17.03 FEET (NAVD 88).

3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12127C0216K, VOLUSSIA COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "X".

4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.

5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY CHICAGO NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 101611784, REVISION 1: DATED 03/01/2022.

6. NORTH–SOUTH AND EAST–WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.

7. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY. NONE HAVE BEEN NOTED ON PREMISES BY VISIBLE INSPECTION.

8. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (COMMERCIAL/HIGH RISK) 1 FOOT IN 10,000 FEET.

9. THERE ARE (163) REGULAR PARKING SPACES, (9) HANDICAP SPACES AND (0) MOTORCYCLE PARKING AREAS TOTALING (172) PARKING SPACES IN THE SUBJECT PARCEL.

10. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY ABOVE GROUND VISIBLE EVIDENCE ONLY. OTHER BURIED FACILITIES MAY EXIST THAT WERE NOT LOCATED AS PART OF THIS SURVEY.

11. ALL CURBS ARE 2' CURB AND GUTTERS UNLESS OTHERWISE NOTED.

12. SUBJECT PARCEL CONTAINS: ±4.25 ACRES
"ZONING: R-3–SINGLE FAMILY MEDIUM DENSITY & B1–PROFESSIONAL OFFICE/HOSPITAL
PER CITY OF ORANGE BEACH ZONING DEPARTMENT

SETBACKS: R3–SINGLE FAMILY MEDIUM DENSITY	SETBACKS: B1–PROFESSIONAL OFFICE/HOSPITAL
FRONT – 25 FEET	FRONT – 20'
REAR – 20 FEET	REAR – 20' – 30' IF ABUTTING RESIDENTIAL DISTRICT
SIDE – 8' TOTAL 20' FEET	SIDE – 10'
CORNER LOT STREET – SIDE SETBACK – 20 FEET	CORNER LOT STREET SIDE – SIDE SETBACK – 20'
MAXIMUM BUILDING HEIGHT – 30' FEET	MAXIMUM BUILDING HEIGHT – 40', HOSPITAL MAY BE 55'
PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE	PER CITY OF ORMOND BEACH LAND DEVELOPMENT CODE
(SECTION 2–15. – R3, SINGLE FAMILY MEDIUM DENSITY)	(SECTION 2–22. – B1, PROFESSIONAL OFFICE/HOSPITAL)

13. LANDS DESCRIBED HEREON AND REFERENCED TO CHICAGO TITLE INSURANCE AGENCY COMMITMENT #101611784 ARE ONE IN THE SAME AS THE LANDS DESCRIBED AS THE "AS SURVEYED" PARCEL WITH NO GAPS, GORES OR OVERLAPS BETWEEN SAID PARCELS.

14. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J–17.062(3).

15. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 04/29/2022 PER FAC 5J–17.062(2).

LEGEND AND ABBREVIATIONS:

(M)	MEASUREMENT BASED ON FIELD OBSERVATIONS	SEC	SECTION
(D)	MEASUREMENT PER LEGAL DESCRIPTION	COR	CERTIFIED CORNER RECORD
(FDOT)	MEASUREMENT PER FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP	RLS	REGISTERED LAND SURVEYOR
		CM	CONCRETE MONUMENT
(C)	CALCULATED BASED ON FIELD OBSERVATIONS, RIGHT OF WAY MAPS, PLATS AND DESCRIPTIONS	IRC	IRON ROD AND CAP
		IR	IRON ROD
(P)	MEASUREMENT PER PLAT	IP	IRON PIPE
±	MORE OR LESS	⊡	FOUND CONCRETE MONUMENT AS NOTED
EL.	ELEVATION	○	FOUND NAIL AS NOTED
LB	LICENSED BUSINESS	⊛	FOUND NAIL & DISK (LB 1221)
NO.	NUMBER		UNLESS OTHERWISE NOTED
LS	LAND SURVEYOR	●	SET NAIL & DISK (LB 8011)
ID	IDENTIFICATION	●	FOUND IRON ROD & CAP AS NOTED
ORB	OFFICIAL RECORDS BOOK		UNLESS OTHERWISE NOTED
℄	CENTERLINE	●	FOUND IRON ROD AS NOTED
R	RADIUS	●	SET 5/8" IRON ROD & CAP (LB 8011)
L	ARC LENGTH	⊕	CONTROL/BENCHMARK AS DESCRIBED
Δ	DELTA (CENTRAL ANGLE)	▤	CURB INLET GRATE
C.D.	CHORD LENGTH	▦	CATCH BASIN
C.B.	CHORD BEARING	Ⓢ	STORM MANHOLE
CLF	CHAIN LINK FENCE	Ⓢ	SANITARY MANHOLE
P.O.C.	POINT OF COMMENCEMENT	⊛	SANITARY CLEANOUT
P.O.B.	POINT OF BEGINNING	⊛	ELECTRIC MANHOLE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	⊛	ELECTRIC METER
DIP	DUCTILE IRON PIPE	■	ELECTRIC RISER BOX
PVC	POLYVINYL CHLORIDE	■	CABLE TELEVISION RISER BOX
CMP	CORRUGATED METAL PIPE	■	TELEPHONE RISER BOX
RCP	REINFORCED CONCRETE PIPE	⋈	IRRIGATION CONTROL VALVE
NAVD	NORTH AMERICAN VERTICAL DATUM	⊛	WATER METER
PB	PLAT BOOK	⋈	WATER VALVE
OR	OFFICIAL RECORDS BOOK	◇	FIRE HYDRANT
PG(S)	PAGE(S)	◇	CONCRETE UTILITY POLE
R/W	RIGHT OF WAY	◇	METAL UTILITY POLE
ESMT	EASEMENT		

	WOOD UTILITY POLE
←	UTILITY POLE GUY ANCHOR
☼	LIGHT POLE
	SIGN
	LINE BREAK
–x–	FENCE LINE AS NOTED
–OHL–	OVERHEAD UTILITY LINE
TOB	APPROXIMATE TOP OF BANK
TOS	APPROXIMATE TOE OF SLOPE
––––––	EXISTING CONTOUR
–S–	SANITARY SEWER LINE
–D–	STORM DRAINAGE LINE
–W–	WATER LINE
	ROAD CENTER LINE
C&G	CURB AND GUTTER
CONC	CONCRETE
PROP	PROPERTY
IRCF	IRON ROD & CAP FOUND
NDS	NAIL/DISC SET
	CONCRETE AREA
	BRICK PAVED AREA
	ASPHALT AREA
(#)	PARKING SPACE COUNT

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry
131 WEST KALEY STREET
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

FB/PG	FIELD DATE
2021 A / 4–6	05/24/2021

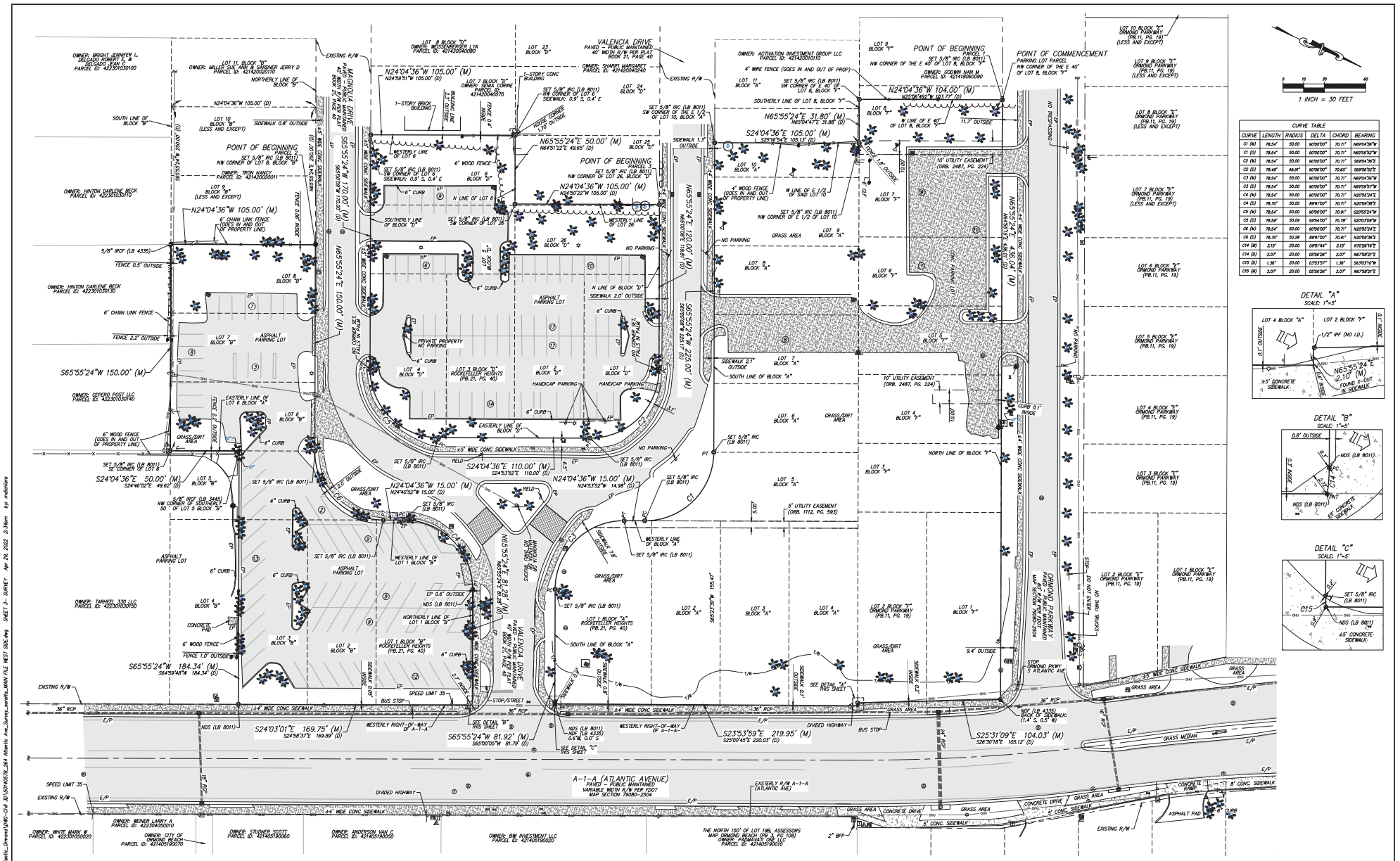
DRAWING DATE	BY	APPROVED
04/29/2022	MCD	WDD

PROJECT NO. 50140578

SCALE N/A

2 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_aurotis_MAIN FILE WEST SIDE.dwg SHEET 2 – BDS Apr 29, 2022 2:34pm by: mdobbins



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9828 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

LOCATED IN SECTION 14, TOWNSHIP 14 SOUTH, RANGE 32 EAST

VOLUSIA COUNTY, FLORIDA

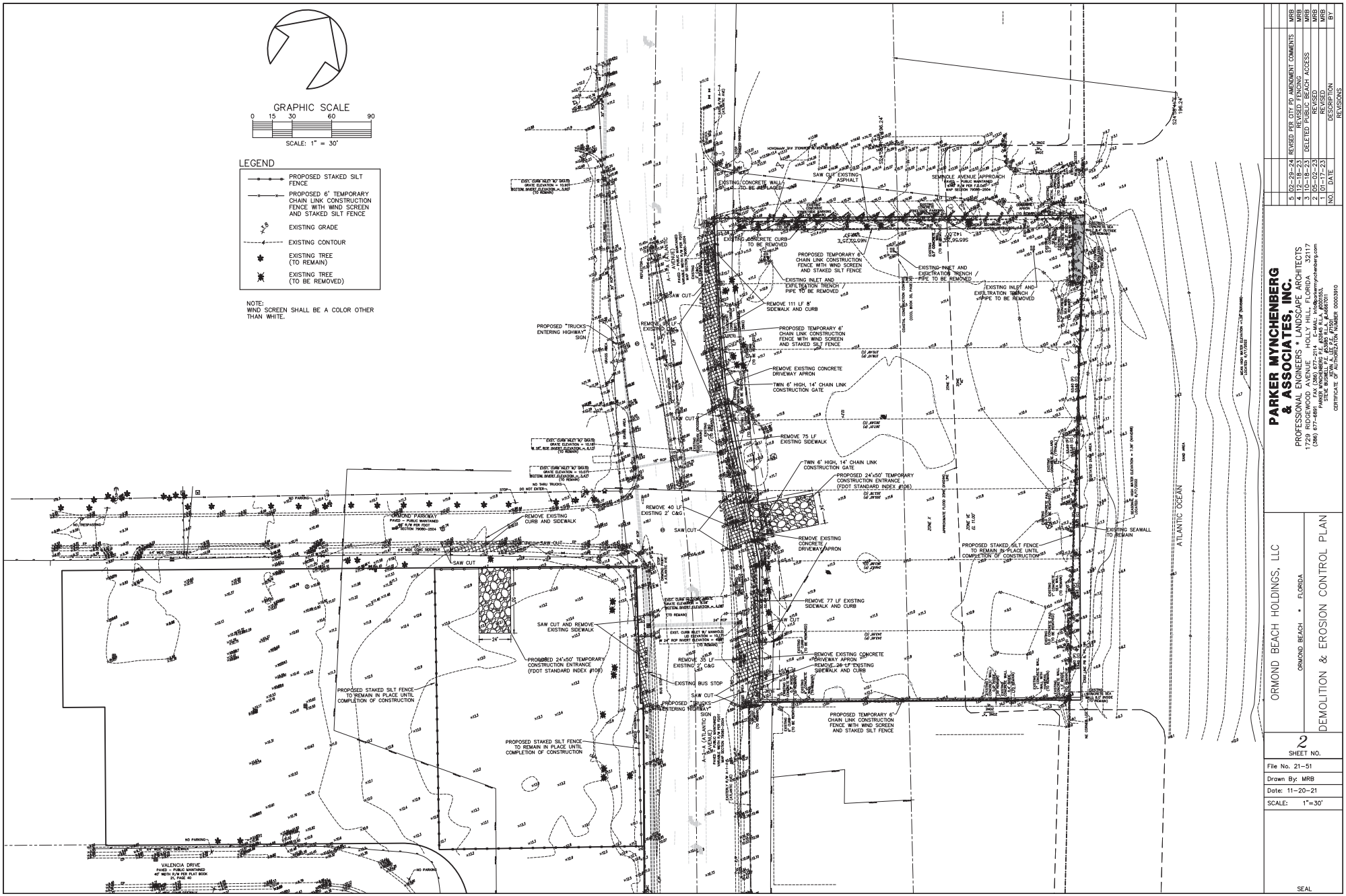
PLAT OF BOUNDARY SURVEY
–FOR–
ORMOND BEACH HOLDINGS, LLC

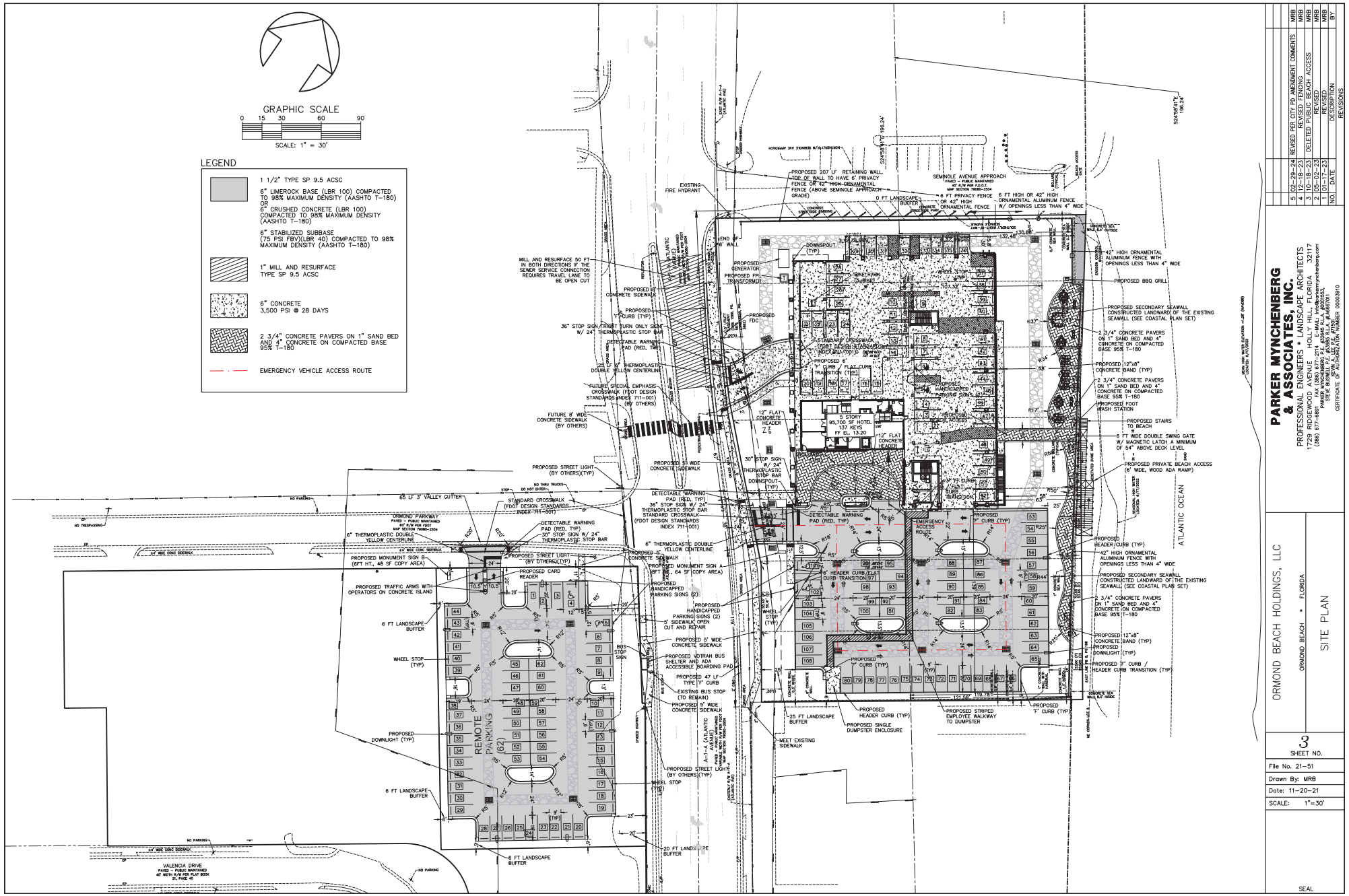
FB/PG	FIELD DATE	PROJECT NO.
2021 A / 4–6	05/24/2021	50140578
DRAWING DATE	**BY**	**APPROVED**
04/29/2022	MCD	WDD

SCALE: 1" = 30'

3 OF 3

Drawing name: S:\251 S Atlantic_Ormond\DWG-Civil 3D\50140578_264 Atlantic Ave_Survey_survdfs_MAIN FILE WEST SIDE.dwg SHEET 3 - SURVEY Apr 29, 2022 2:34pm by: mdickens


GRAPHIC SCALE
0 15 30 60 90
SCALE: 1" = 30'
LEGEND
PROPOSED STAKED SILT FENCE
PROPOSED 6' TEMPORARY CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
EXISTING GRADE
EXISTING CONTOUR
EXISTING TREE (TO REMAIN)
EXISTING TREE (TO BE REMOVED)
NOTE:
WIND SCREEN SHALL BE A COLOR OTHER THAN WHITE.
ATLANTIC OCEAN
VALENCIA DRIVE
PROPOSED STAKED SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
PROPOSED 24'x50' TEMPORARY CONSTRUCTION ENTRANCE (FDOT STANDARD INDEX #106)
REMOVE EXISTING CURB AND SIDEWALK
SAW CUT AND REMOVE EXISTING SIDEWALK
REMOVE 40 LF EXISTING 2' C&G
REMOVE 35 LF EXISTING 2' C&G
REMOVE 77 LF EXISTING SIDEWALK AND CURB
REMOVE 26 LF EXISTING SIDEWALK AND CURB
REMOVE 75 LF EXISTING SIDEWALK
REMOVE 111 LF 8' SIDEWALK AND CURB
REMOVE EXISTING CONCRETE DRIVEWAY APRON
TWIN 6' HIGH, 14' CHAIN LINK CONSTRUCTION GATE
PROPOSED 24'x50' TEMPORARY CONSTRUCTION ENTRANCE (FDOT STANDARD INDEX #106)
PROPOSED TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
EXISTING INLET AND EXFILTRATION TRENCH / PIPE TO BE REMOVED
EXISTING CONCRETE CURB TO BE REMOVED
EXISTING CONCRETE WALL TO BE REPLACED
SAW CUT EXISTING ASPHALT
SEMINOLE AVENUE APPROACH
PROPOSED TRUCKS ENTERING HIGHWAY SIGN
EXISTING BUS STOP
PROPOSED STAKED SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
EXISTING SEAWALL TO REMAIN
PROPOSED STAKED SILT FENCE TO REMAIN IN PLACE UNTIL COMPLETION OF CONSTRUCTION
PROPOSED TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
PROPOSED TEMPORARY 6' CHAIN LINK CONSTRUCTION FENCE WITH WIND SCREEN AND STAKED SILT FENCE
PROPOSED TRUCKS ENTERING HIGHWAY SIGN
A-1-A (ATLANTIC AVENUE)
ORMOND PARKWAY
PAVED - PUBLIC MAINTAINED
NO PARKING
NO TRESPASSING
NO THRU TRUCKS
STOP
DO NOT ENTER
SAW CUT
ZONE X
ZONE VE
EL 11.00'
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 P.E. #33645 R.L.A. #0001553
STEVE BISWELL P.E. #53985 R.L.A. #LA6667011
KEVIN A. LEE P.E. #71501
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH • FLORIDA
DEMOLITION & EROSION CONTROL PLAN
2
SHEET NO.
File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'
SEAL
5 02-29-24 REVISED PER CITY PD AMENDMENT COMMENTS MRB
4 12-18-23 REVISED FENCING MRB
3 10-18-23 DELETED PUBLIC BEACH ACCESS MRB
2 05-02-23 REVISED MRB
1 01-17-23 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

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(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36853
STEVE BIGNELL P.E. #56501 R.L.A. #6667011
JEFFREY A. PARKER, P.E. #36853
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

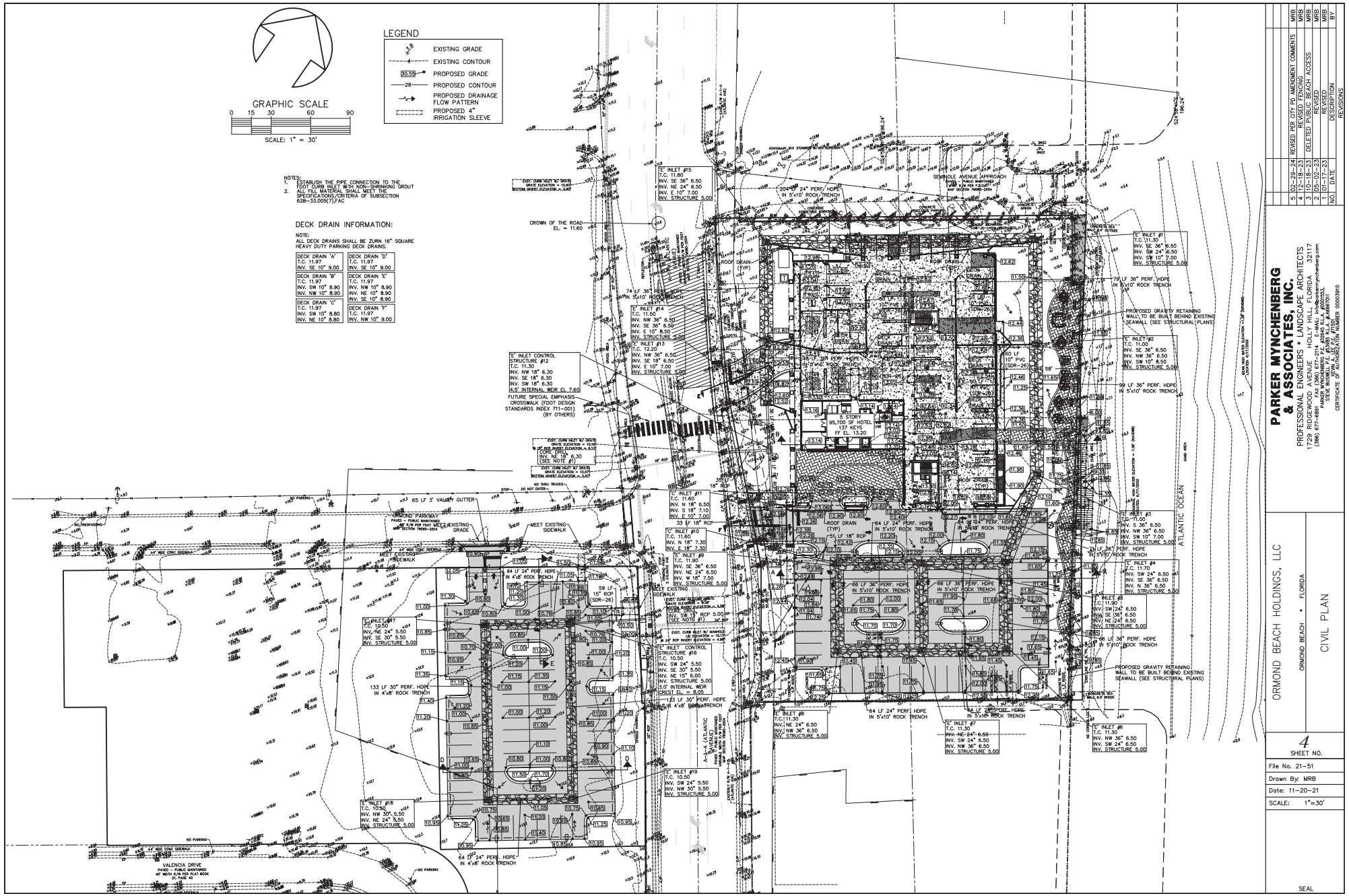
ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

SITE PLAN

3
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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(386) 677-4891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. FLORIDA REG. NO. 43653
STEVE BIGNELL, P.E. FLORIDA REG. NO. 66607011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

CIVIL PLAN

4
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

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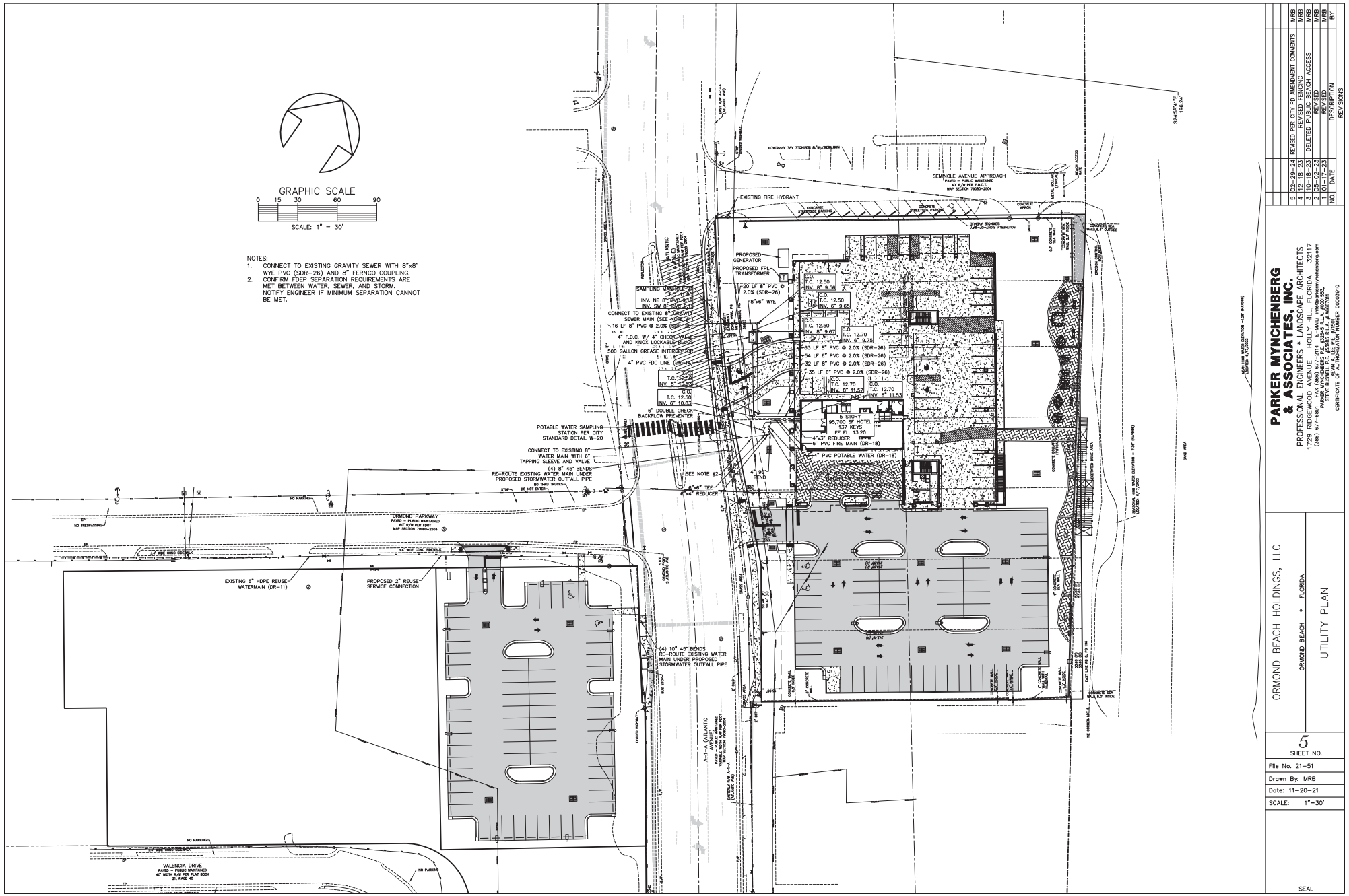

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE - HOLLY HILL, FLORIDA 32117
(386) 677-4894 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG, P.E. #36653
STEVE BIONELLI, P.E. #66670111
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

UTILITY PLAN

5
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: 1"=30'

SEAL

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LANDSCAPE CALCULATIONS (EAST SITE)

TREES REQUIRED

SITE AREA = 95,410 SF
95,410 SF X (1 TREE/1,500 SF) = 63.6 (64) TREES
LANDSCAPE AREA =37,686 SF
37,686 SF X (1 TREE/400 SF) = 94.2 (94) TREES

TREES PROVIDED:
133 PALMS (2:1) = 67 TREES
4 PHOENIX PALMS (1:1) = 4 TREES
8 SEA GRAPE TREES = 8 TREES
8 6" COMBINED TREES (2 CREDITS EACH) = 16 TREES
TOTAL TREES PROVIDED = 95 TREES

A1A BUFFER (20 FT)
LENGTH = 370.43 FT – 5 FT – 29 FT – 30 FT = 306.43 FT
TREES REQUIRED:
306.43 FT X 4 TREES/100 FT = 12.26 (12) TREES
SHRUBS REQUIRED:
306.43 FT X 40 SHRUBS/100 FT = 122.6 (123) SHRUBS
GROUND COVER REQUIRED:
306.43 FT X 40 GROUND COVER/100 FT = 122.6 (123) GROUND COVER
TREES PROVIDED = 12 TREES
SHRUBS PROVIDED = 177 SHRUBS
GROUND COVER PROVIDED = 414 GROUND COVER

SEMINOLE AVE. BUFFER (10 FT)
LENGTH = 281.37 FT – 20 FT – 6 FT = 255.37 FT
TREES REQUIRED:
255.37 FT X 3 TREES/100 FT = 7.66 (8) TREES
SHRUBS REQUIRED:
255.37 FT X 30 SHRUBS/100 FT = 76.6 (77) SHRUBS
GROUND COVER REQUIRED:
255.37 FT X 30 GROUND COVER/100 FT = 76.6 (77) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 90 SHRUBS
GROUND COVER PROVIDED = 80 GROUND COVER

PLANT LIST (WEST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	315	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 24" O.C.
	TV	99	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	ZP	63	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	191	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	91	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	6	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SP	70	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	CU1	5	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		

EAST BUFFER (6 FT)
LENGTH = 368.33 FT
TREES REQUIRED:
368.33 FT X 2 TREES/100 FT = 7.37 (7) TREES
SHRUBS REQUIRED:
368.33 FT X 20 SHRUBS/100 FT = 73.7 (74) SHRUBS
GROUND COVER REQUIRED:
368.33 FT X 20 GROUND COVER/100 FT = 73.7 (74) GROUND COVER
TREES PROVIDED = 7 TREES
SHRUBS PROVIDED = 86 SHRUBS
GROUND COVER = 163 GROUND COVER

SOUTH BUFFER (6 FT)
LENGTH = 243.83 FT – 20 FT – 6 FT = 217.83 FT
TREES REQUIRED:
217.83 FT X 2 TREES/100 FT = 4.36 (4) TREES
SHRUBS REQUIRED:
217.83 FT X 20 SHRUBS/100 FT = 43.6 (44) SHRUBS
GROUND COVER REQUIRED:
217.83 FT X 20 GROUND COVER/100 FT = 43.6 (44) GROUND COVER
TREES PROVIDED = 8 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 45 GROUND COVER

PLANT LIST (EAST SITE)

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	HD	1,138	HELIANTHUS DEBILIS	BEACH SUNFLOWER	1 GAL., 20" O.C.
	TV	82	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"–15" SPD., 20" O.C.
	ZP	223	ZAMIA PUMILA	COONTIE	2 GAL., 36" O.C.
	VS	72	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL., 36" O.C. 24" HT., MIN.
	SA	109	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	7 GAL., 36" O.C. 24" HT., MIN.
	PM	34	PODOCARPUS MACROPHYLLA	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	SB	34	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 36" O.C. 2'–3" HT.
	CU	66	COCCOLOBA UVIFERA	SEA GRAPE	7 GAL., 36" O.C. 24" HT., MIN.
	CE	140	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	7 GAL., 36" O.C. 24" HT., MIN.
	MC	72	MUHLENBERGIA CAPILLARIS	MUHLY GRASS (PINK)	3 GAL., 30" O.C. 24" HT., MIN.
	SP	133	SABAL PALMETTO	SABAL PALM	12' HEIGHT MAX. 8' CLEAR TRUNK BOOTS REMOVED
	LL	8	LIGUSTUM JAPONICUM	LIGUSTRUM TREE	10' HT. 5' TRUNK MINIMUM 6" COMBINED CAL.
	PD	4	PHOENIX DACTYLIFERA "MEDJOOL"	MEDJOOL DATE PALM	10' C.T.
	CU1	8	COCCOLOBA UVIFERA	SEA GRAPE	10' HT. 2.5" MIN CAL.
SOD			ST. AUGUSTINE SOD		

LANDSCAPE CALCULATIONS (WEST SITE)

TREES REQUIRED

SITE AREA = 33,070 SF
33,070 SF X (1 TREE/1,500 SF) = 22 TREES
LANDSCAPE AREA = 9,850 SF
9,850 SF X (1 TREE/400 SF) = 25 TREES

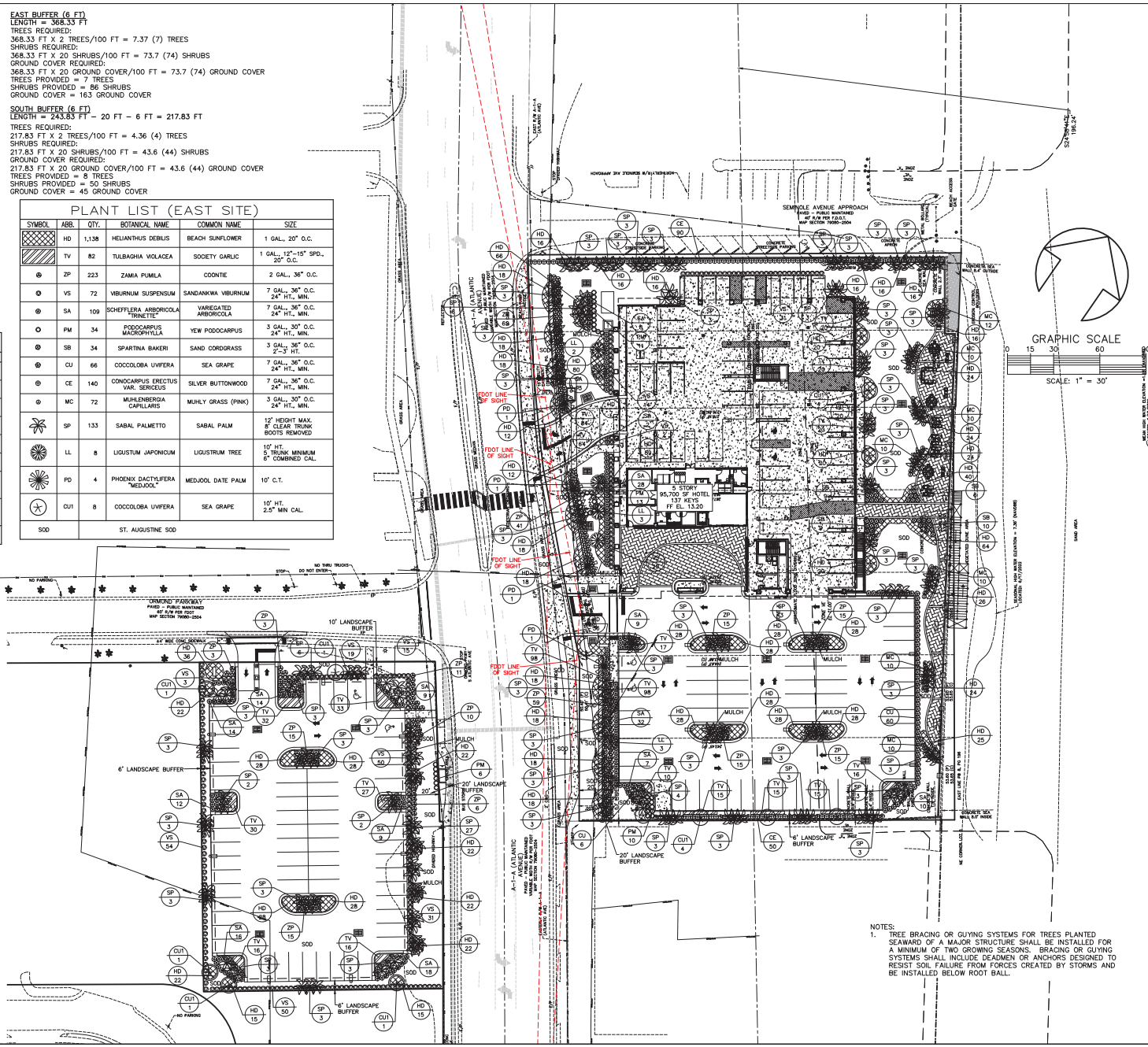
TREES PROVIDED:
70 PALM TREES (2:1) = 35 TREES
5 SEA GRAPE TREES = 5 TREES
TOTAL TREES PROVIDED = 40 TREES

A1A BUFFER (20 FT)
LENGTH = 212 FT
TREES REQUIRED:
212 FT X 4 TREES/100 FT = 8.48 (8) TREES
SHRUBS REQUIRED:
212 FT X 40 SHRUBS/100 FT = 84.8 (85) SHRUBS
GROUND COVER REQUIRED:
212 FT X 40 GROUND COVER/100 FT = 84.8 (85) GROUND COVER
TREES PROVIDED = 9 TREES
SHRUBS PROVIDED = 85 SHRUBS
GROUND COVER PROVIDED = 88 GROUND COVER

ORMOND PARKWAY BUFFER (10 FT)
LENGTH = 153 FT – 28 FT – 20 FT – 6 FT – 5FT = 94 FT
TREES REQUIRED:
94 FT X 3 TREES/100 FT = 2.82 (3) TREES
SHRUBS REQUIRED:
94 FT X 30 SHRUBS/100 FT = 28.2 (28) SHRUBS
GROUND COVER REQUIRED:
94 FT X 30 GROUND COVER/100 FT = 28.2 (28) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 37 SHRUBS
GROUND COVER = 36 GROUND COVER

WEST BUFFER (6 FT)
LENGTH = 214 FT
TREES REQUIRED:
214 FT X 2 TREES/100 FT = 4.28 (4) TREES
SHRUBS REQUIRED:
214 FT X 20 SHRUBS/100 FT = 42.8 (43) SHRUBS
GROUND COVER REQUIRED:
214 FT X 20 GROUND COVER/100 FT = 42.8 (43) GROUND COVER
TREES PROVIDED = 5 TREES
SHRUBS PROVIDED = 54 SHRUBS
GROUND COVER = 44 GROUND COVER

SOUTH BUFFER (6 FT)
LENGTH = 155 FT – 20 FT – 6 FT = 129 FT
TREES REQUIRED:
129 FT X 2 TREES/100 FT = 2.58 (3) TREES
SHRUBS REQUIRED:
129 FT X 20 SHRUBS/100 FT = 25.8 (26) SHRUBS
GROUND COVER REQUIRED:
129 FT X 20 GROUND COVER/100 FT = 25.8 (26) GROUND COVER
TREES PROVIDED = 3 TREES
SHRUBS PROVIDED = 50 SHRUBS
GROUND COVER = 30 GROUND COVER



NOTES:
1. TREE BRACING OR GUYING SYSTEMS FOR TREES PLANTED SEAWARD OF A MAJOR STRUCTURE SHALL BE INSTALLED FOR A MINIMUM OF TWO GROWING SEASONS. BRACING OR GUYING SYSTEMS SHALL INCLUDE DEADMEN OR ANCHORS DESIGNED TO RESIST SOIL FAILURE FROM FORCES CREATED BY STORMS AND BE INSTALLED BELOW ROOT BALL.

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	01–17–23	REVISED	MRB
2	05–02–23	DELETED PUBLIC BEACH ACCESS	MRB
3	10–18–23	REVISED FENCING	MRB
4	12–18–23	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
5	02–29–24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB

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. #56803, LANDSCAPE ARCHITECT #LA0001903
STEVE BIGNELL P.E. #53601, R.L.A. #LA0001011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC
ORMOND BEACH * FLORIDA

LANDSCAPE PLAN

6
SHEET NO.

File No. 21–51
Drawn By: MRB
Date: 11–20–21
SCALE: 1"=30'

SEAL

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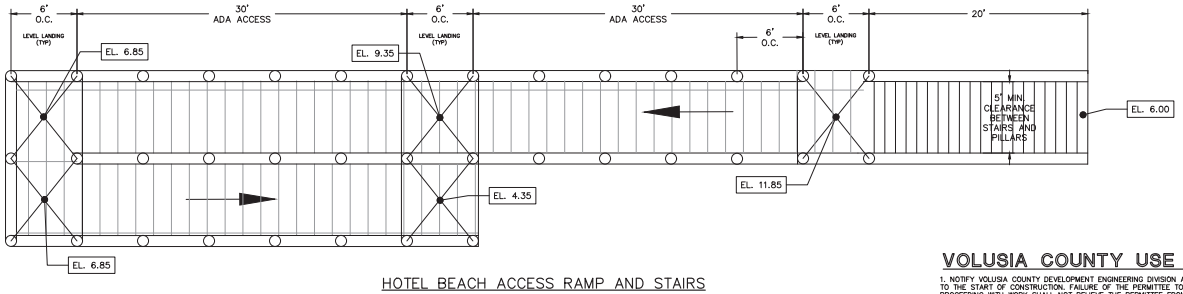


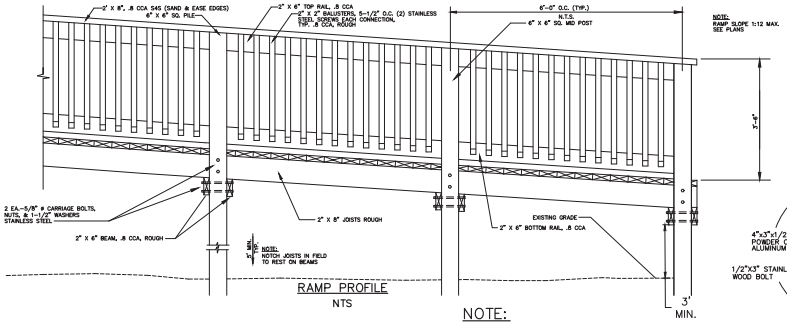
HOTEL BEACH ACCESS RAMP AND STAIRS

NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

VOLUSIA COUNTY USE PERMIT NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK..
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.



RAMP PROFILE

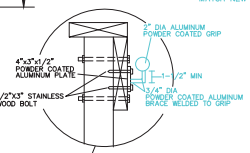
NTS

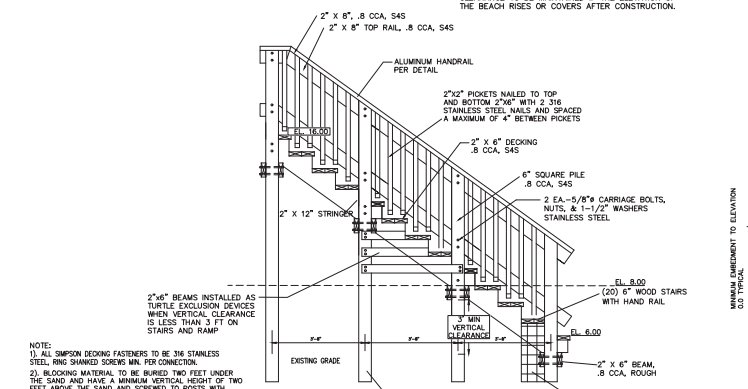
NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

NOTE:

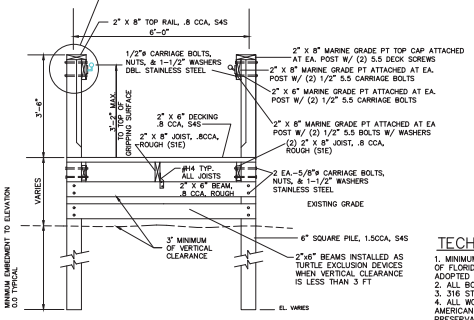
HANDRAIL SHALL BE POWDER COATED ALUMINUM TO MATCH NEW GUARDRAIL ON THE SEAWALL.





NOTE:
1). ALL SIMPSON DECKING FASTENERS TO BE 316 STAINLESS STEEL, RING SHANKED SCREWS MIN. PER CONNECTION.
2). BLOCKING MATERIAL TO BE BURIED TWO FEET UNDER THE SAND AND HAVE A MINIMUM VERTICAL HEIGHT OF TWO FEET ABOVE THE SAND AND SCREWED TO POSTS WITH STAINLESS STEAL SCREWS (4") O.C.

STAIR SECTION



NOTE: A.D.A. HANDRAIL TO BE INSTALLED AT ALL RAMPS ON BOTH SIDES AS SHOWN. HANDRAIL TO EXTEND 18" BEYOND TOP & BOTTOM OF RAMP (TYP.) HANDRAIL TO BE CONTINUOUS FROM TOP OF RAMP TO BOTTOM OF RAMP. SEE RAMP PROFILE ABOVE FOR ADDITIONAL DETAIL.

ADA RAMP SECTION

NOTE:
1). ALL SIMPSON DECKING FASTENERS TO BE 316 STAINLESS STEEL, RING SHANKED SCREWS 2 MIN. PER CONNECTION.
2). BLOCKING MATERIAL TO BE BURIED TWO FEET UNDER THE SAND AND HAVE A MINIMUM VERTICAL HEIGHT OF TWO FEET ABOVE THE SAND AND SCREWED TO POSTS WITH STAINLESS STEEL SCREWS MAX (4") O.C.

TECHNICAL SPECIFICATIONS:

1. MINIMUM CONSTRUCTION STANDARDS ARE COVERED BY THE STATE OF FLORIDA ADMINISTRATIVE CODE & THE SOUTHERN BUILDING CODE ADOPTED BY VOLUSIA COUNTY.
2. ALL BOLTS & OTHER HARDWARE TO BE 316 STAINLESS STEEL.
3. 316 STAINLESS STEEL SCREWS SHALL BE USED TO FASTEN DECK BOARDS.
4. ALL WOOD TO BE PRESSURE TREATED IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION STANDARD C-2. THE PRESERVATIVE SHOULD BE A WATERBORNE PRESERVATIVE SUCH AS TYPE "B" OR "C" OR EQUIVALENT, AS COVERED IN FEDERAL SPECIFICATION TT-W-535 AND AWPA STANDARDS C-2, SOUTHERN PINE, GRADE NO. 1.
5. CONTRACTOR SHALL BE FAMILIAR WITH EXISTING FIELD CONDITIONS PRIOR TO ENTERING BID.

NOTE:

CLEARANCE TO BE MAINTAINED IF THE ELEVATION OF THE BEACH RISES OR COVERS AFTER CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
5	02-29-24	REVISED PER CITY PD AMENDMENT COMMENTS	MRB
4	12-18-23	REVISED FENCING	MRB
3	10-18-23	DELETED PUBLIC BEACH ACCESS	MRB
2	05-02-23	REVISED	MRB
1	01-17-23	REVISED	MRB

REVISIONS

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. #36853
STEVE BIGNELL P.E. #56801, R.L.A. #6667011
JEFF M. ANGELA, P.E. #70881
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

ORMOND BEACH HOLDINGS, LLC

ORMOND BEACH * FLORIDA

ADA BEACH ACCESS RAMP DETAILS

18
SHEET NO.

File No. 21-51
Drawn By: MRB
Date: 11-20-21
SCALE: NONE

SEAL

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REDESIGN IMAGERY

ORMOND BEACH HOTEL

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REDESIGN

BUILDING ELEVATION - WEST

BUILDING ELEVATION - NORTH

BUILDING ELEVATION - SOUTH

BUILDING ELEVATION - EAST

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Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-006

Ormond Beach Holdings, LLC

PBD Amendment

Applicant's Response

Mr. Joey Posey, Esquire, Storch Law Firm, 420 S. Nova Road, representative for the developer, explained the safety component to the Special Exception request, although such a minor issue with the size of the sign in proximity to the Interstate and the speeds from the traffic. He added that it is a reduction in total sign entitlements in the totality of the request. Mr. Posey stated in reference of setting precedence, it is good direction for others who want to come forward and it shows how the requests are handled.

Board Discussion and Questions

Ms. Shull asked specifically about the location of the two proposed signs. Ms. Cushing responded that one monument sign is requested on the U.S. Highway 1 corridor and the other on the entryway of a new road being built as part of the subdivision, part of a future FDOT project at the interchange. She added that it is proposed lot 2 of the proposed Ormond Gateway subdivision, an 8 lot subdivision, which has gone through the preliminary plat approval. The final plat application for it will come through the Planning Board.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-005, WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception. Mr. Galloway seconded it.

Mr. Scudiero reiterated the overall frustration mentioned in previous electronic changeable copy sign applications, and stated that he sees as an inconsistency in how the ordinance was originally written and how it is being carried out. He commented that he does not mean any offence to WaWa, and expressed that he feels that it sends the wrong message to other business operators in the city that might also have a very finite number of characters on their sign that could be electronic but cannot. Mr. Scudiero explained that for that reason is why he is voting no, to keep the awareness of the issue out there.

Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

D. PZ 2024-006, Ormond Beach Holdings, LLC, Planned Business Development Amendment

Mr. Spraker stated that this is a Planned Business Development amendment with the original development order approved with Ordinance 2023-05. The only amendment request is to allow the removal of a sidewalk and beach walkover that was a condition of the original development order. He displayed the approved site plan with the sidewalk and beach walkover. Mr. Spraker read the condition of the development order, "The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County." He stated that there

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are two parts to the condition: (1) construction of the improvement by the project team and (2) deeding the improvement to Volusia County for maintenance.

Mr. Spraker stated during the final site plan review, Volusia County staff stated, "The County has public access with the beach approach and doesn't need additional access at Seminole so nothing is needed from your client. However, if your client wanted to deed it or provide an easement to the county, that's fine but the county is not accepting maintenance or liability for it." Mr. Spraker reviewed the development order process that includes (1) SPRC, (2) a neighborhood meeting, (3) Planning Board review and recommendation, and (4) City Commission action.

Mr. Spraker reviewed the application as follows:

1. Volusia County has exclusive jurisdiction over beach affairs, including beach ramps and points of access.
2. The City cannot force Volusia County to accept the conveyance from the developer of the public benefit; nor can the City require Volusia County to accept the maintenance responsibility and liability that may result from the use by the general public (and/or county) of the public benefit conveyed.
3. The City cannot compel the developer to accept the maintenance responsibility and liability that should be performed by a public entity tasked with all beach activities.
4. The City could elect to accept maintenance and liability of the beach walkover improvement.

Mr. Spraker stated that the following options exist:

1. Approve the request to amend the development order, at the request of the developer, to remove the condition that it construct and convey to the county the public sidewalk and beach ramp.
2. Deny the request for the amendment. This action causes a private entity to maintain a public improvement on private property.
3. The city agrees to accept the conveyance and/or dedication of the public improvement from the developer, contingent upon all applicable improvements. This would allow the city have exclusive control over the sidewalk and beach ramp. This is more a policy option for the City Commission versus a development related condition.

Another option is to seek to further to discuss the issue with Volusia County to determine if they would accept the improvement for maintenance and liability.

Mr. Spraker stated that the SPRC recommends approval of the PBD amendment application.

Board Discussion and Questions

Chairman Thomas stated that County Councilmen Kent has been a strong advocate for beach issues and access and asked if he has been made aware of this issue. Mr. Spraker stated that his understanding is that County Councilmen Kent has been made aware of this issue.

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Mr. Jorczak inquired if there was any estimate of the annual maintenance and liability costs associated with the sidewalk and beach walkover. He asked if there was a financial information of the costs if the City assumed the maintenance and liability of the improvement. Mr. Jorczak stated that the sidewalk and beach walkover would be a nice amenity to the beach.

Mr. Spraker stated that the maintenance and liability aspect would be a policy decision by the City Commission and is not within the scope of the development order review. Mr. Spraker stated Planning staff does not have a cost, but as seen with past hurricanes, beach walkovers can be destroyed with storm events. Mr. Spraker stated that there is also a potential unintended consequence of the City providing the maintenance and liability of beach access that may lead to the City being asked to maintain additional beach access points. He stated beach access and ramps are under the jurisdiction of Volusia County. Mr. Spraker stated that the development order options are approval or denial, but that the Planning Board can provide other policy recommendations to the City Commission if they desire.

Chairman Thomas asked that the Board could make a recommendation and in the recommendation state that the City should assume the maintenance of the sidewalk and beach walkover.

Attorney Hayes stated that the issue seems simple, but there are multi-layered issues. He stated that the issues include maintenance, liability, and jurisdiction. Attorney Hayes stated that there is also the interest of the developer whom likely does not care one way or another who maintains the improvement, but would put them in a precarious legal position if required to construct and maintain a public sidewalk/beach walkover on private property. Attorney Hayes recalled that Volusia County has been very sensitive to liability issues. He stated that Planning staff when they met with Volusia County, believed that the improvement was acceptable. Attorney Hayes stated that today, Volusia County staff has stated that they are not willing to accept the maintenance and liability for the sidewalk and beach walkover. He stated that if the City is interested in assuming the maintenance, there are issues such as jurisdiction, that would require written agreements. Attorney Hayes stated, as indicated by the Planning Director, the City assuming maintenance for the improvement is a policy issue for the City Commission and the Planning Board could provide a recommendation as an advisory Board. He stated as it relates the developer, they are seeking clarity for the direction they need to go for the purpose of constructing their project. Attorney Hayes stated it creates some significant legal issues on a private property owner with respect to the jurisdictional issues. He concluded that his understanding is that the developer is willing to construct the improvement, the issue is who would maintain the improvement.

Mr. Galloway stated one thing to consider is that the north side of the property has an existing beach access ramp. He stated that beach access is not being taken away because the Seminole Avenue beach approach exists. He stated that area of the beach has a lot of soft sand. Mr. Galloway stated that when we are discussing taking away a sidewalk, if there was not already an existing beach ramp access, then he would have a problem. He stated that there is a road/beach access abutting the property. Mr. Galloway stated that he understood Volusia County's position and there are a number of walkovers/beach access points that are still being repaired from past storms. He stated that he did not know why we would want a sidewalk when there is a roadway

ramp existing that is at least 20 feet wide. Mr. Galloway emphasized that he would rather walk down the roadway than a sidewalk with a beach walkover. He highlighted the maintenance issue with Andy Romano beachfront park and the stair walkover access. Mr. Galloway concluded that he is supportive of removing the sidewalk and beach walkover and utilizing the existing Seminole Avenue beach ramp.

Ms. Shull sought to verify if there is existing beach access in this area. Mr. Spraker confirmed that the Seminole Avenue beach approach is existing. Ms. Shull stated that the project is not taking away public beach access and that they were to add additional access. Mr. Spraker stated that this is correct and consistent with the Volusia County e-mail regarding beach access. He continued that the original concept was to expand the access with a dedicated pedestrian walkway. Ms. Shull stated her concern was to maintain the existing beach access.

Mr. Galloway stated that he did not believe that the City should be accepting liability for the sidewalk if Volusia County does not.

Applicant's Presentation

Mr. Robert Merrell, III, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated that he uses the Seminole Avenue beach approach and it is easy to walk down the approach. He stated, like Mr. Galloway stated, that he would walk down the beach approach versus a sidewalk and beach walkover. Mr. Merrell stated that other areas, such as Neptune, Standish, Amsden, and Rockefeller only have the beach ramp access. He stated that the project wanted to construct the improvement and thought it would be a good gesture if Volusia County or the City wanted it. Mr. Merrell stated that the project team is still willing to perform the construction.

Chairman Thomas stated that the applicant does not want to maintain the improvement. Mr. Merrell stated that he did not believe that it would be appropriate as a public improvement.

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.

Ms. Shull motioned to approve PZ 2024-006, Ormond Beach Holdings, LLC., Planned Business Development Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

E. PZ 2024-009, RidgeHaven Subdivision, Final Plat

Mr. Spraker stated that this is a request for a final plat of a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. He stated the Planned Residential Development was approved with Ordinance 2023-26 and the preliminary plat with

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-04

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A FIRST AMENDED AND RESTATED DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT LOCATED AT 251 SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-19-07-0010) AND A PARCEL OF PROPERTY ALONG SOUTH ATLANTIC AVENUE (VOLUSIA COUNTY PARCEL NUMBER 4214-18-06-0011), KNOWN AS THE "ORMOND BEACH HOLDINGS, LLC"; AUTHORIZING THE REMOVAL OF A SIDEWALK AND BEACH ACCESS IMPROVEMENT; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is a request submitted by Robert A. Merrell, III, Esquire, Cobb Cole, on behalf of the property owner, Ormond Beach Holdings, LLC, to amend the Planned Business Development, approved with Ordinance 2023-05, to amend the development order for the site by removing a proposed sidewalk/beach walkover access improvement that was illustrated to become part of the adjacent Volusia County beach approach. No other amendments to the approved PBD development order are proposed. The subject property is a total of approximately 2.95 acres and is located at 251 South Atlantic Avenue (approximately 2.19 acres) and a portion of the property at 264 South Atlantic Avenue (approximately 0.76 acres).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is a request for applicant initiated amendment to modify an existing development order to allow the removal of a sidewalk and beach walkover. No compliance costs are anticipated.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is a request for applicant initiated amendment to modify an existing development order to allow the removal of a sidewalk and beach walkover. There are no charges or fees proposed.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is a request for applicant initiated amendment to modify an existing development order to allow the removal of a sidewalk and beach walkover.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   None. This is a request for applicant initiated amendment to modify an existing development order to allow the removal of a sidewalk and beach walkover.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by U.S. mail to abutting property owners and newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-5
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	RidgeHaven Subdivision, Final Plat		
Summary:	This is a request for a final plat submitted by Meritage Homes of Florida, Inc., for a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050. The project's development order was approved by Ordinance 2023-26 on June 6, 2023. The preliminary plat was approved by Resolution 2023-109 on June 6, 2023. A proportionate fair share agreement for traffic impacts based on the approved traffic study was approved by Resolution 2023-152 on September 20, 2023. Final plats are subject to review and approval by the Site Plan Review Committee, a Florida licensed surveyor acting on behalf of the City and the City Attorney's office. The subject plat has been reviewed and determined acceptable. The proposed plat is consistent with the preliminary plat previously approved and the development order issued. The Planning Board reviewed the final plat on March 14, 2024 and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the final plat application.		
Financial Impact:	None		

Citizen Impact:	The final plat is the last action of the subdivision approval process and is a technical review of the subdivision of land to verify consistency with the Planned Residential Development (PRD) development order and preliminary plat. No citizen impact is anticipated as the result of the final plat.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** of the final plat for the RidgeHaven subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres. The final plat is consistent with the approved preliminary plat (Resolution 2023-109) and the PRD development order (Ordinance 2023-26).
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-05 RidgeHaven - Final Plat (P24-0049G) 2. Exhibit A, RidgeHaven Final Plat 3. 03.14.2024 RidgeHaven Final Plat PB Staff Report 4. 03.14.2024, Planning Board minutes, RidgeHaven Final Plat 5. Ordinance BIE, RidgeHaven Final Plat
Approval:	Kelly McGuire, Finance Director 4/24/2024 Claire Whitley, Assistant City Manager 4/25/2024 Joyce Shanahan, City Manager 4/30/2024

ORDINANCE NO. 2024-05

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "RIDGEHAVEN" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on June 6, 2023, the City Commission approved Ordinance 2023-26 authorizing a Planned Residential Development (PRD) Development Order for "RidgeHaven" for a subdivision of 286 lots on approximately 103.45 acres, and authorized the execution of a Development Order, which Ordinance and Development Order are recorded in the public records of Volusia County, Florida in Official Records Book 8419, at Pages 1 through 85, inclusive, and

WHEREAS, on June 6, 2023, the City Commission approved Resolution 2023-109 authorizing a preliminary plat for a 286-lot subdivision for the "RidgeHaven" subdivision, and

WHEREAS, on October 17, 2023, the City's Site Plan Review Committee approved the subdivision construction plans. These plans detail the landscaping improvements, stormwater retention areas, lot elevations, buffer walls and utilities, and

WHEREAS, on December 21, 2023, a site engineering permit was issued for the subdivision improvements, and

WHEREAS, the final plat for the "RidgeHaven" subdivision has been reviewed by the City staff, City Surveyor, and by the Site Plan Review Committee and recommended for approval, and

WHEREAS, the City Commission concurs with the recommendation of the City staff, City Surveyor, and of the Site Plan Review Committee, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby approves a final plat for the "RidgeHaven" subdivision, as depicted on Exhibit "A" attached hereto, subject to compliance with the following conditions prior to recordation of the final plat:

(a) The project improvements shall either by completed and accepted by the Site Plan Review Committee or a performance bond for remaining construction improvements shall be in place; and

(b) All applicable requirements of Chapter 177, *Florida Statutes,* shall be met.

SECTION TWO. In accordance with the requirements for development orders and building permits in Chapter 1, Article II, Section 1-14 of the *Land Development Code;* and where applicable, consistent with the concurrency requirements of Chapter 1, Article V, Section

1-37(4) of the *Land Development Code*, the approval granted shall automatically expire and become void unless the following condition is met:

(a) The plat is recorded within eighteen (18) months of the date of City Commission approval, said date being November 21, 2025.

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

PASSED UPON at the first reading of the City Commission, this 7th day of May, 2024.

PASSED UPON at the second reading of the City Commission, this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

Page 614 of 1185

RIDGEHAVEN DESCRIPTION:

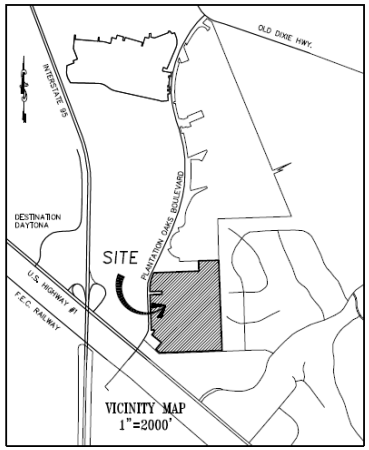
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

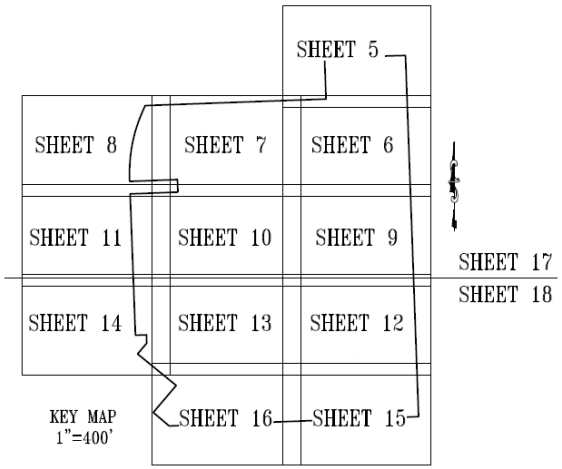
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, ALONG THE NORTH LINE OF SAD LOT 3, AND THE EASTERLY PROJECTION THEREOF 405.16 FEET TO THE EAST RIGHT OF WAY LINE OF MATANZAS STREET, ACCORDING TO THE AFOREMENTIONED PLAT OF NATIONAL GARDENS; THENCE S02°05'34"E, 361.03 FEET TO THE EASTERLY PROJECTION OF THE SOUTH LINE OF AFOREMENTIONED LOT 6, BLOCK 25; THENCE S88°15'13"W, ALONG SAID SOUTH LINE 405.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, ALONG THE SOUTH LINE OF LOT 3, BLOCK 24, AND THE WESTERLY PROJECTION THEREOF 405.14 FEET TO THE WEST RIGHT OF WAY LINE OF HALIFAX STREET, ACCORDING TO THE AFOREMENTIONED PLAT OF NATIONAL GARDENS; THENCE N02°07'12"W, ALONG SAID WESTERLY RIGHT OF WAY 271.52 FEET TO THE WESTERLY PROJECTION OF THE NORTH LINE OF LOT 1, BLOCK 24; THENCE N88°21'33"E, 60.00 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3 & 4..... KEY SHEETS
SHEET 5 TO 16.... DETAIL SHEETS
SHEET 17 & 18.... TREE PRESERVATION DETAIL (GEOMETRY SHOWN)

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, 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 THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THE ____ DAY OF _____, 2024.

CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "RIDGEHAVEN", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

RIDGEHAVEN AVENUE, PARKHAVEN DRIVE, BROOKHAVEN TRAIL, MILLHAVEN STREET, OAKHAVEN AVENUE, GREENHAVEN PLACE, FORESTHAVEN STREET, AND CLIFFHAVEN COURT ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT K (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, AND I, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, AND UTILITIES.

TRACTS D, E, G, AND M, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC. FOR THE PURPOSE OF COMMON AREA, SIGNAGE, AND UTILITIES.

TRACT C, IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITIES.

TRACT F IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACT N IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, DRAINAGE, AND UTILITIES.

TRACT B IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, PARK, TREE PRESERVATION, AND UTILITIES.

TRACT L IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACTS H AND J IS ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, DRAINAGE, AND UTILITIES.

IN WITNESS WHEREOF, MERITAGE HOMES OF FLORIDA, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____, 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
_____ VICE PRESIDENT
WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____DAY OF _____ 2024, BY BRIAN KITTLE, AS VICE PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC.
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

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 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PONT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "RIDGEHAVEN" 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 REQUIREMENTS.

SEAL
_____ DATE: _____, 2024.
CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, 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 _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

MAP BOOK:__ PAGE:__

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY LINE OF THE REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGE 250 THROUGH 253, AND THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEARING S02°04'17"E.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. ▲ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR RIDGEHAVEN HOMEOWNERS' ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____–_____, AND TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEHAVEN RECORDED IN O.R. BOOK _____, PAGES _____ – _____, BOTH IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. [REPEAT]

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR _____, RESOLUTION NO. _____, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. 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.

13. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC.

14. PORTIONS OF TRACTS A, B, C, I, L, M, AND F, AS SHOWN HEREON ARE HEREBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

15. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761–5385
LICENSED BUSINESS CERTIFICATION NO. 3019

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- ⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ---- CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36

UNPLATTED (VACANT)
N88°20'29"E 585.53'

POINT OF BEGINNING NORTHEAST CORNER OF REVISED PLAT OF NATIONAL GARDENS, MB 10, PG's 250-253 ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST

EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH, UNIT 1 MB 59 PG 138-154

N02°05'34"W 298.88'

SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154

N87°55'16"E 1308.48'

TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

BROOKHAVEN TRAIL 50.00' R/W

OAKHAVEN AVENUE 50.00' R/W

FORESTHAVEN STREET 60.00' R/W

MILLHAVEN STREET 50.00' R/W

RIDGEHAVEN AVENUE 60.00' R/W

MATANZAS STREET 60.00' R/W

HALIFAX STREET 60.00' R/W

CLIFFHAVEN COURT 50.00' R/W

GREENHAVEN PLACE 50.00' R/W

TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES

TRACT D COMMON AREA, SIGNAGE & UTILITIES

TRACT E COMMON AREA, SIGNAGE & UTILITIES

TRACT N, COMMON AREA, DRAINAGE & UTILITIES

TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES

TRACT L COMMON AREA,RECREATION [illegible]KING, [illegible]RVATION, & UTILITIES

TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES

VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45

EASTERLY LINE, REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36

S02°04'17"E 2615.20'

1352.43'

LESS AND EXCEPT NOT A PART OF THIS PLAT

LOT 1 EXCEPTION PID: 313601240010 STEVE C CROW

LOT 2 EXCEPTION PID: 313601240020 ALICE FAYE BARR

LOT 3 EXCEPTION PID: 313601240030 DEWIE W THOMPSON

LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR

LOT 6 EXCEPTION PID: 313601250060 BARBARA A STEADMAN

POB OUT PARCEL NW CORNER LOT1

NORTHEAST CORNER LOT1

NORTHWEST CORNER LOT4 SOUTHEAST CORNER LOT3

SOUTHEAST CORNER LOT1 NORTHWEST CORNER LOT2

MONUMENTED EAST LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS

MATCHLINE

PREPARED BY:
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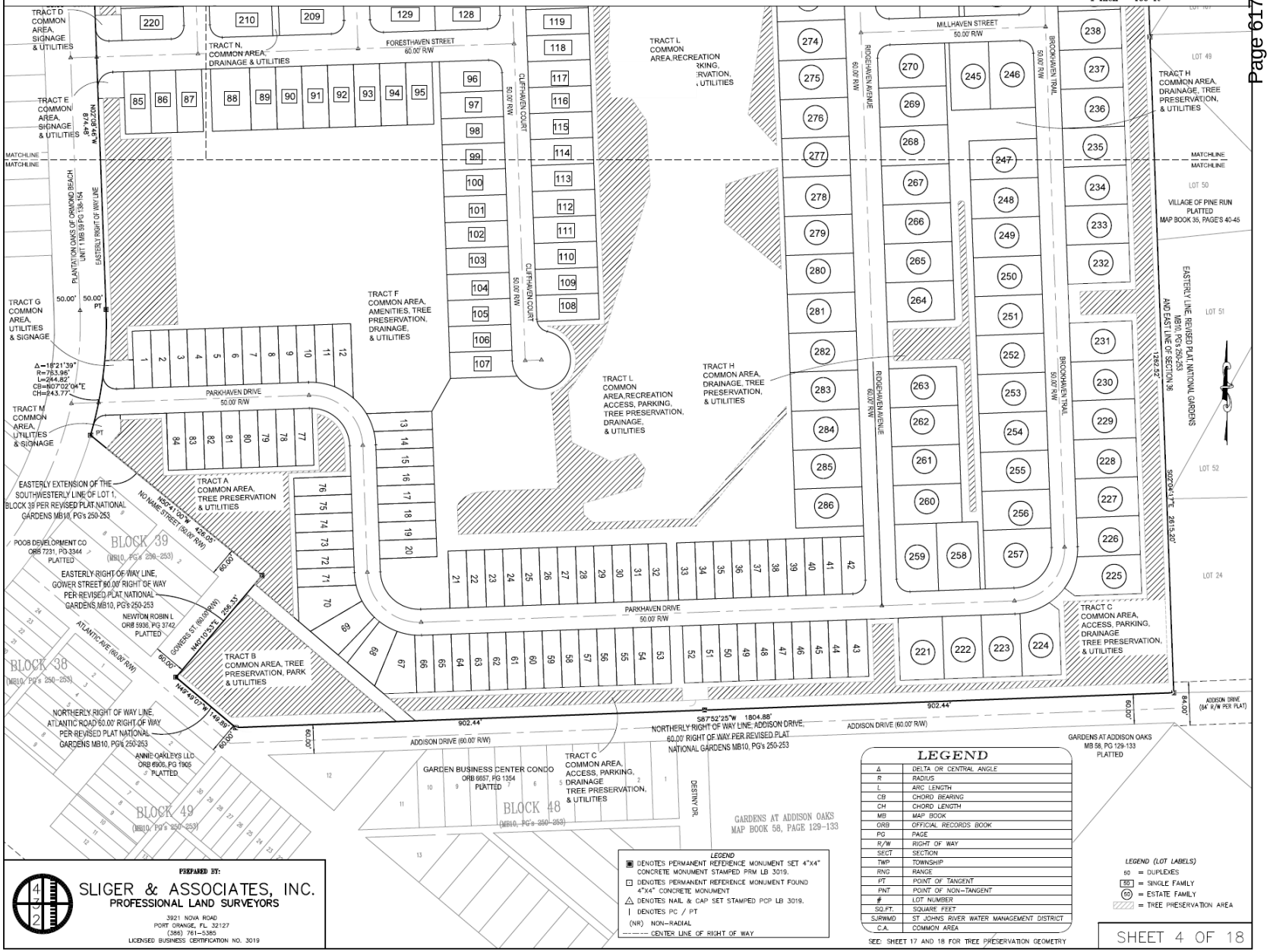
EXHIBIT "A"
Page 4 of 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ.FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ------ CENTER LINE OF RIGHT OF WAY

LEGEND (LOT LABELS)

- 60 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA

SEE SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

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PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

RIDGEHAVEN

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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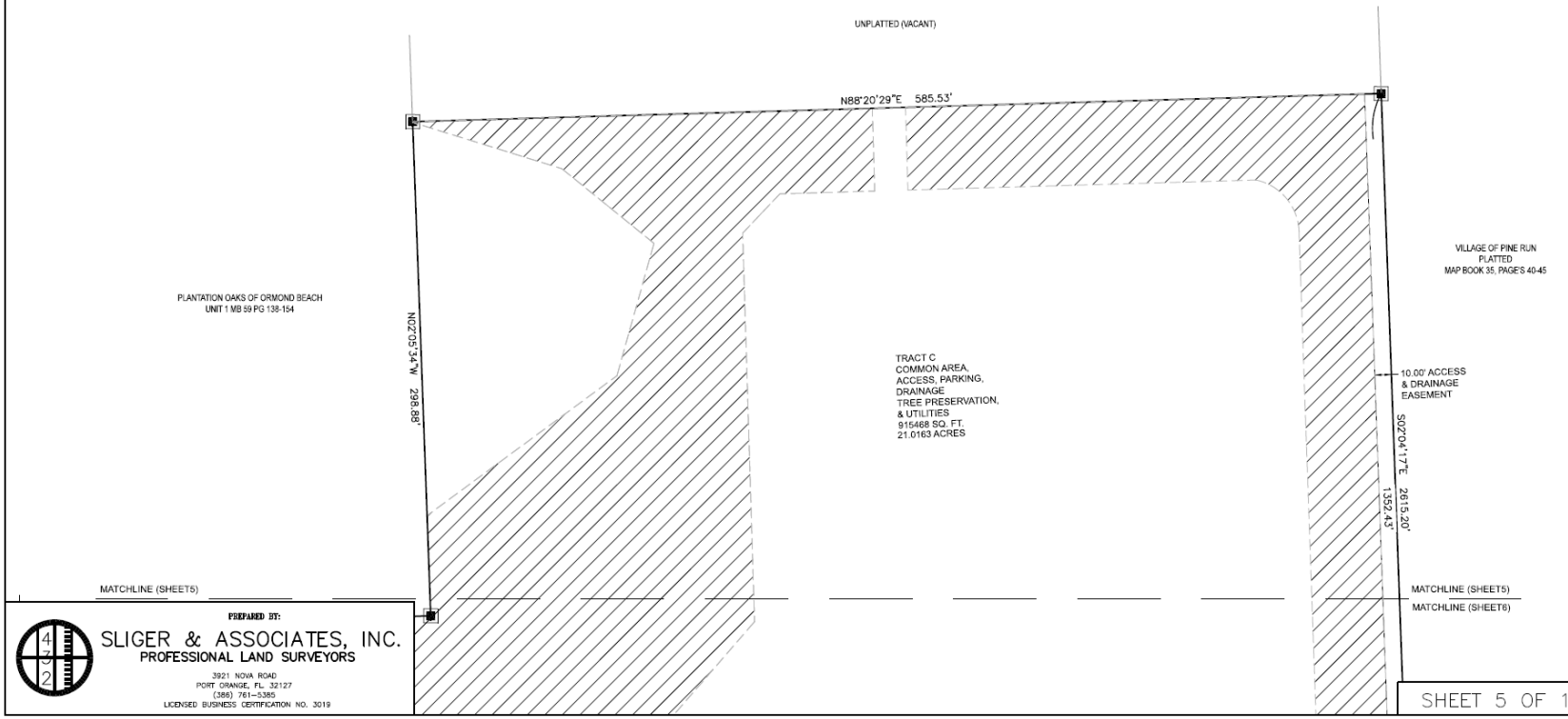
- | DENOTES PC / PT

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

▨ = TREE PRESERVATION AREA



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SHEET 5 OF 18

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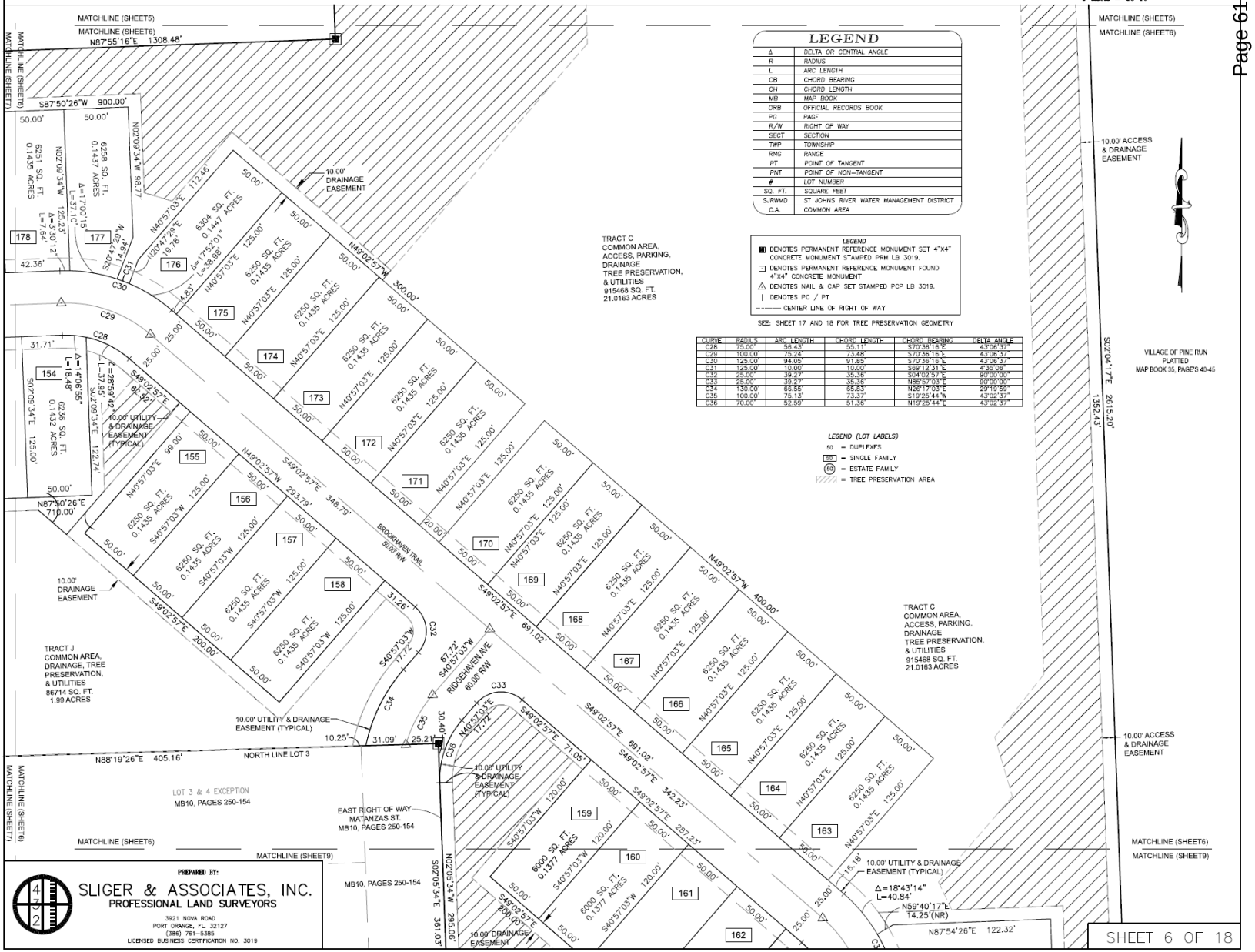
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
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SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
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- | DENOTES PC / PT
- ------ CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C28	75.00'	56.43'	55.11'	S70°38'16"E	43°06'37"
C29	100.00'	75.24'	73.48'	S70°38'16"E	43°06'37"
C30	125.00'	94.05'	91.85'	S70°38'16"E	43°06'37"
C31	125.00'	10.00'	10.00'	S69°12'31"E	4°35'06"
C32	25.00'	39.27'	35.36'	S04°02'57"E	90°00'00"
C33	25.00'	39.27'	35.36'	N85°57'03"E	90°00'00"
C34	130.00'	66.55'	65.83'	N26°17'03"E	29°19'58"
C35	100.00'	75.13'	73.37'	S19°25'44"W	43°02'37"
C36	70.00'	52.59'	51.36'	N19°25'44"E	43°02'37"

LEGEND (LOT LABELS)

- 50 = DUPLEXES
- (50) = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

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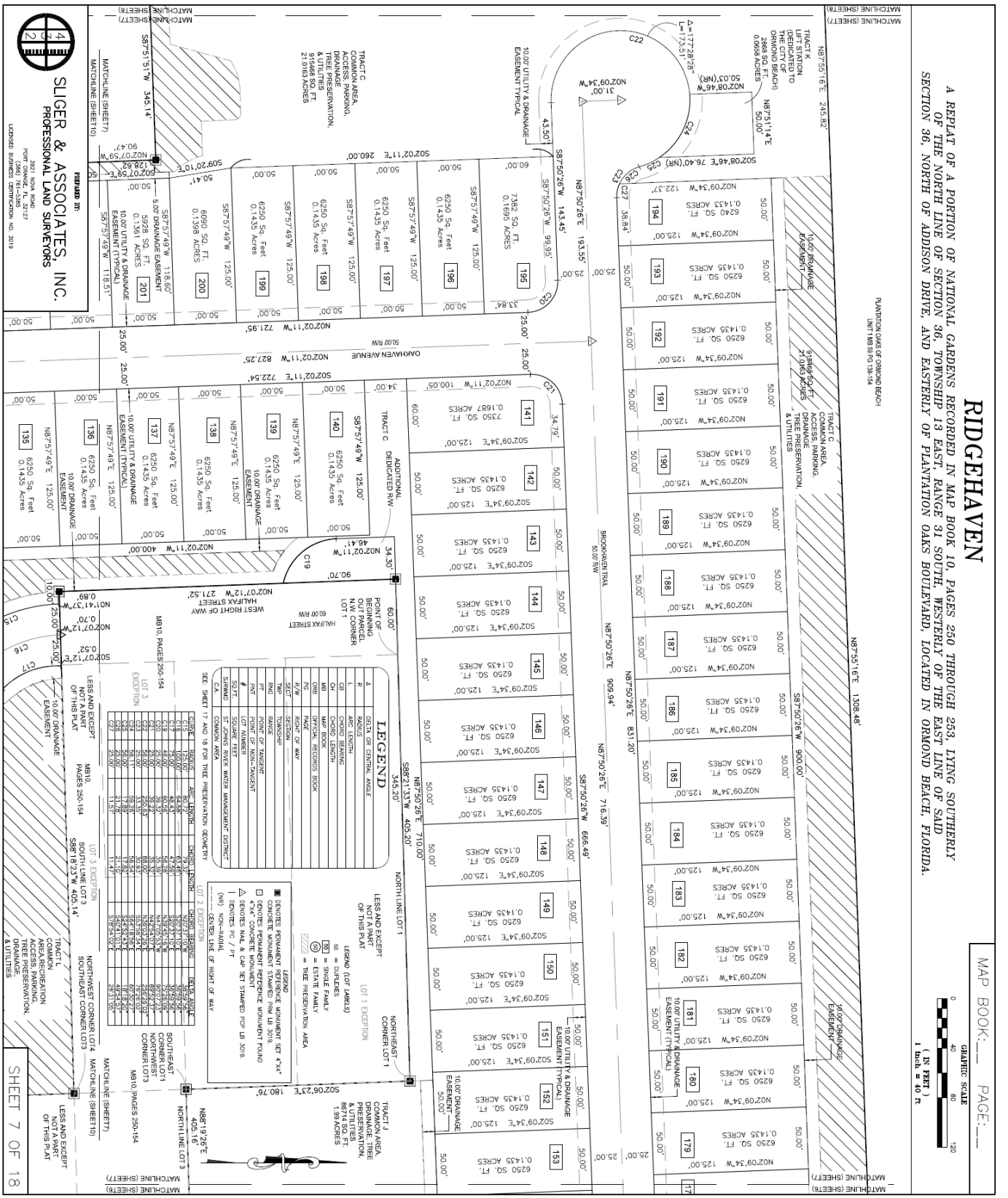
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MAP BOOK:___ PAGE:___
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
PREPARED BY:
LEGEND
SHEET 7 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ.FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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- | DENOTES PC / PT
- ------ CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
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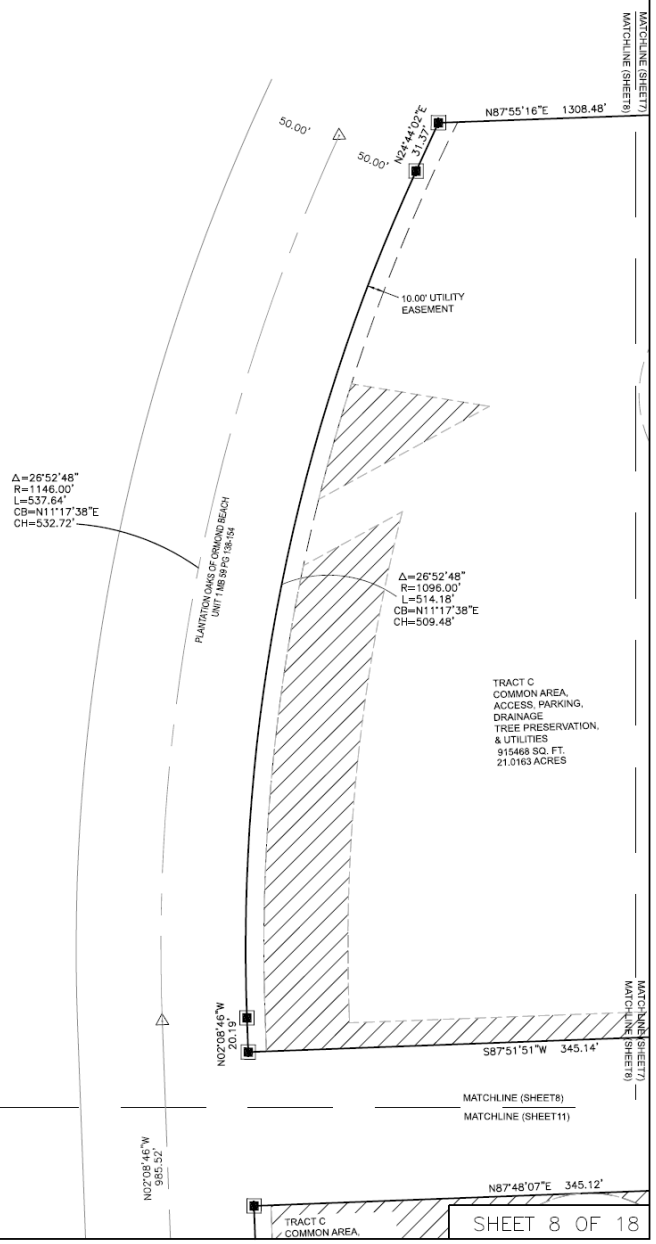
- [50] = SINGLE FAMILY
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA



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(IN FEET)
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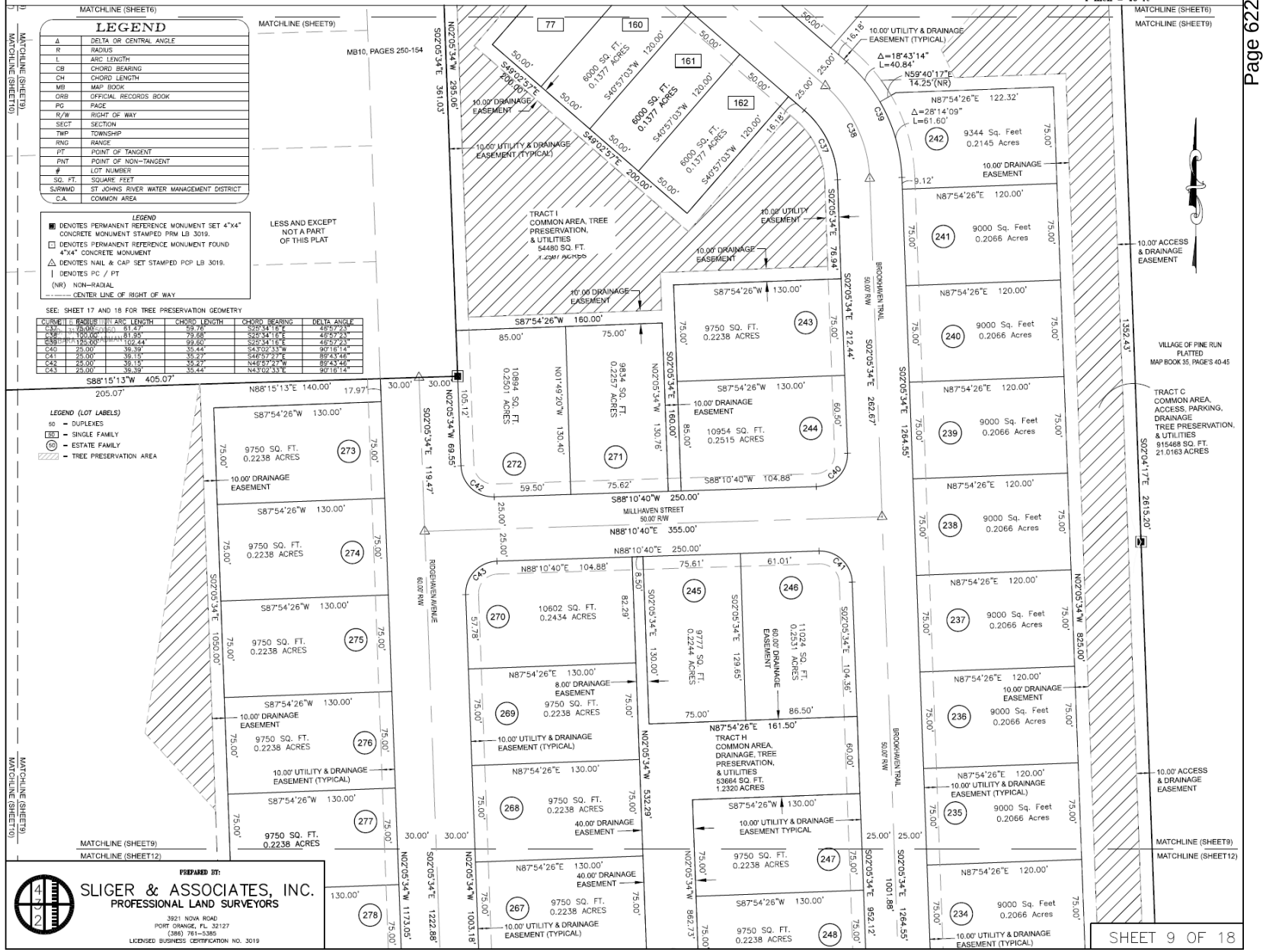
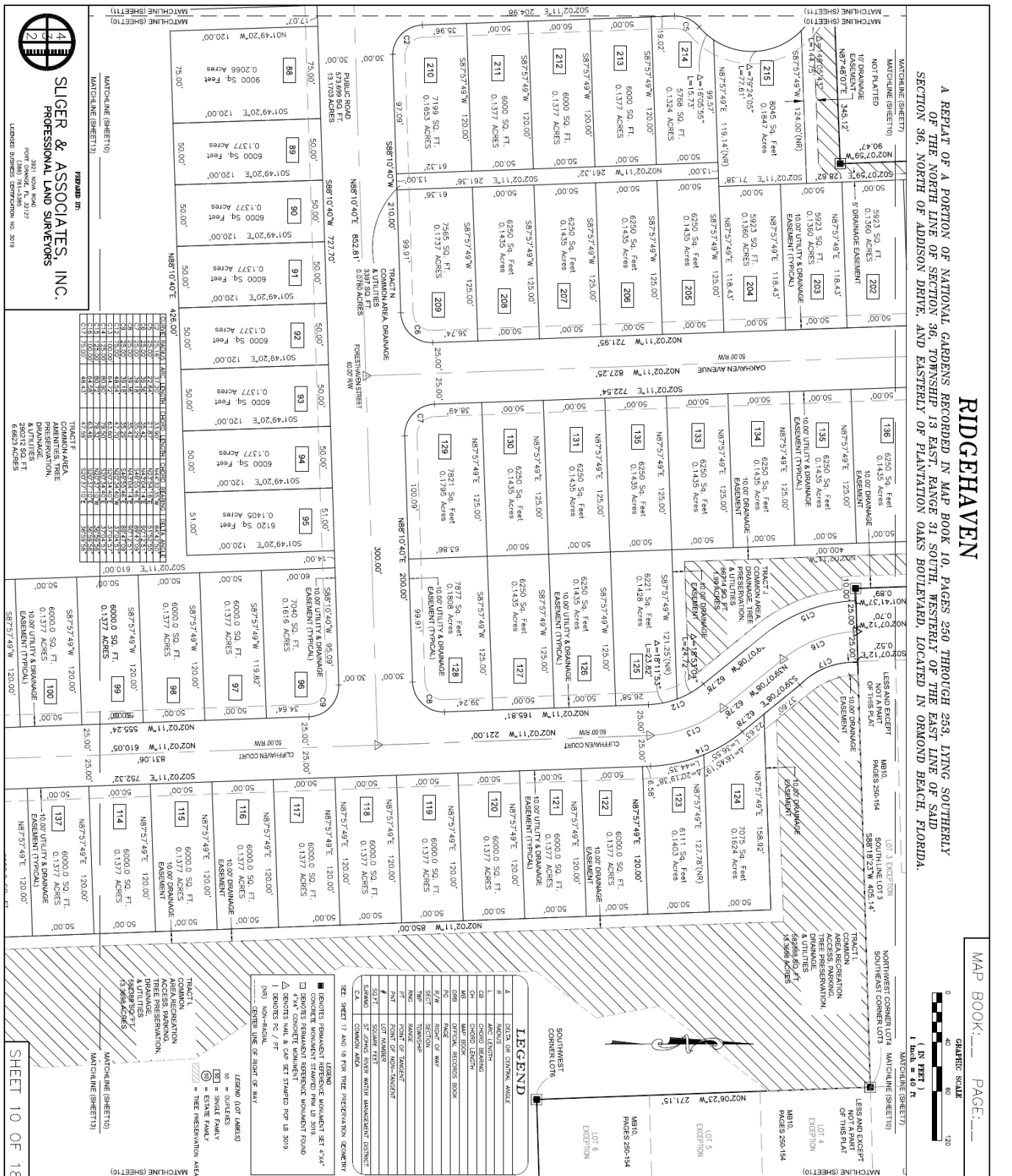


SHEET 9 OF 18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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-1435
LICENSED BUSINESS CERTIFICATION NO. 3019
PREPARED BY:
LEGEND
LEGEND (LOT LABELS)
LEGEND (OUR LABELS)
TRACT F COMMON AREA AMENITIES, TREE PRESERVATION, DRAINAGE & UTILITIES 290212 SQ. FT. 6.6623 ACRES
TRACT N COMMON AREA DRAINAGE & UTILITIES 33970 SQ. FT. 0.7798 ACRES
TRACT J COMMON AREA TREE PRESERVATION & UTILITIES 86714 SQ. FT. 1.990 ACRES
TRACT L COMMON AREA RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES 659268 SQ. FT. 15.1366 ACRES
LESS AND EXCEPT NOT A PART OF THIS PLAT
LOT 3 EXCEPTION
LOT 4 EXCEPTION
LOT 5 EXCEPTION
LOT 6 EXCEPTION
MB10, PAGES 250-154
NORTHWEST CORNER LOT14 SOUTHEAST CORNER LOT13
SOUTHWEST CORNER LOT6
OAKHAVEN AVENUE 50.00' R/W
CLIFFHAVEN COURT 50.00' R/W
FORESTHAVEN STREET 60.00' R/W
PUBLIC ROAD 573,699 SQ. FT. 13.1703 ACRES
MATCHLINE (SHEET10)
MATCHLINE (SHEET11)
MATCHLINE (SHEET13)
MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

EXHIBIT "A"
Page 11 of 18

RIDGEHAVEN

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MAP BOOK:___ PAGE:___

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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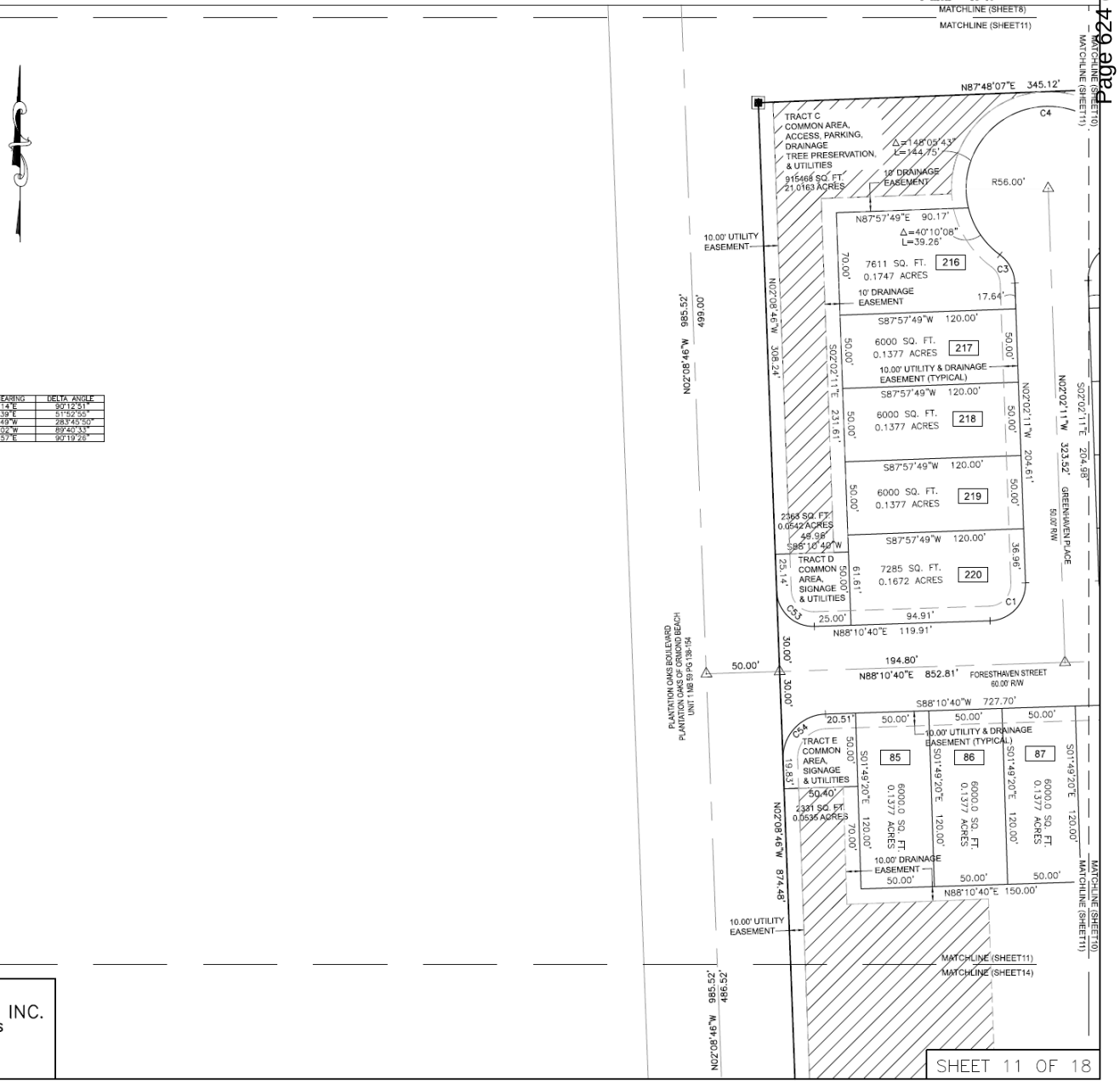
- | DENOTES PC / PT
- (NR) NON-RADIAL
- ---------- CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.36'	35.42'	N43°04'14"E	90°12'51"
C3	25.00'	22.64'	21.87'	S27°58'39"E	51°52'55"
C4	56.00'	277.35'	69.14'	S87°57'49"W	283°45'50"
C53	25.00'	39.13'	35.26'	N46°59'02"W	89°40'33"
C54	30.00'	47.29'	42.55'	N43°00'57"E	90°19'26"

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA



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SHEET 11 OF 18

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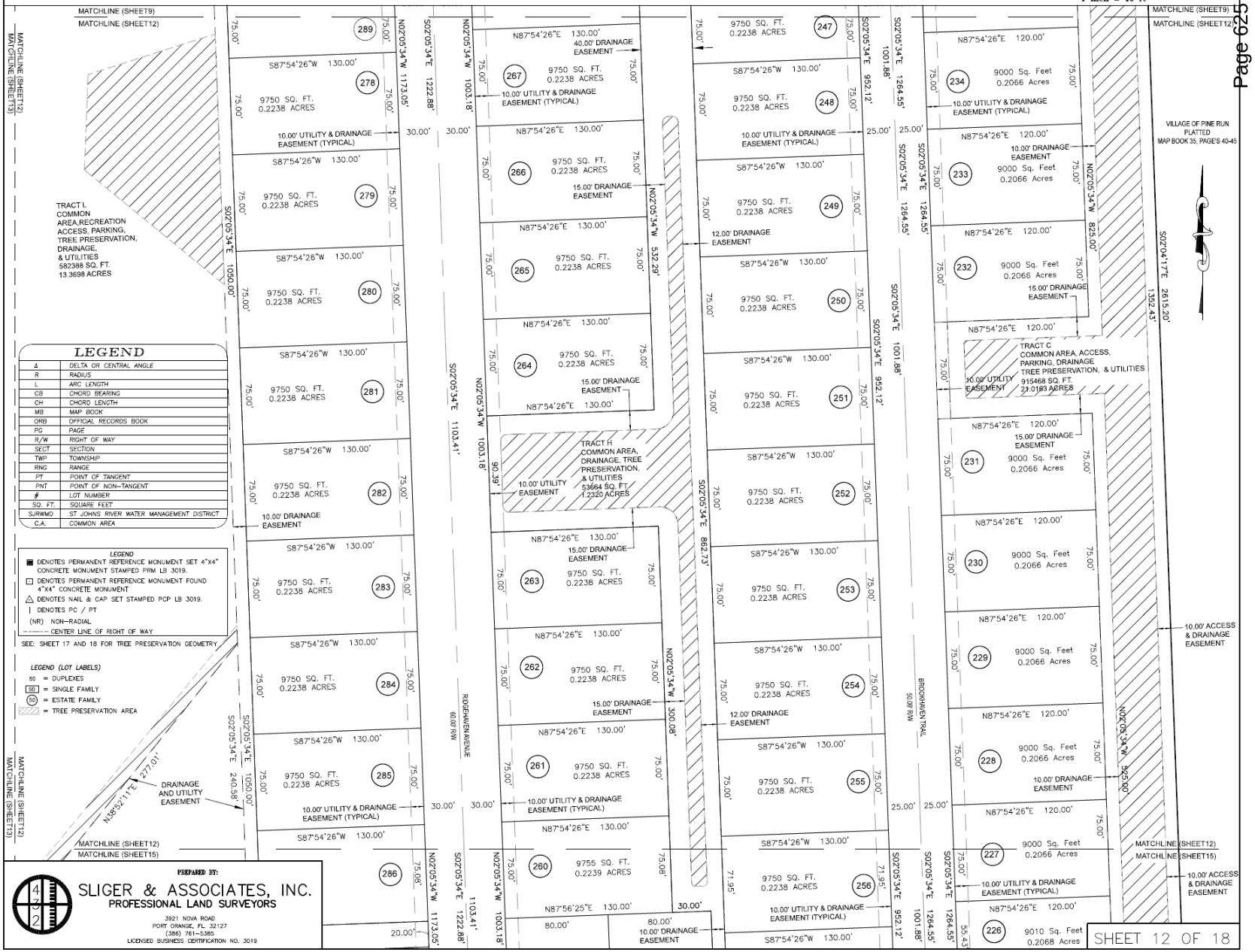
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

LEGEND (LOT LABELS)
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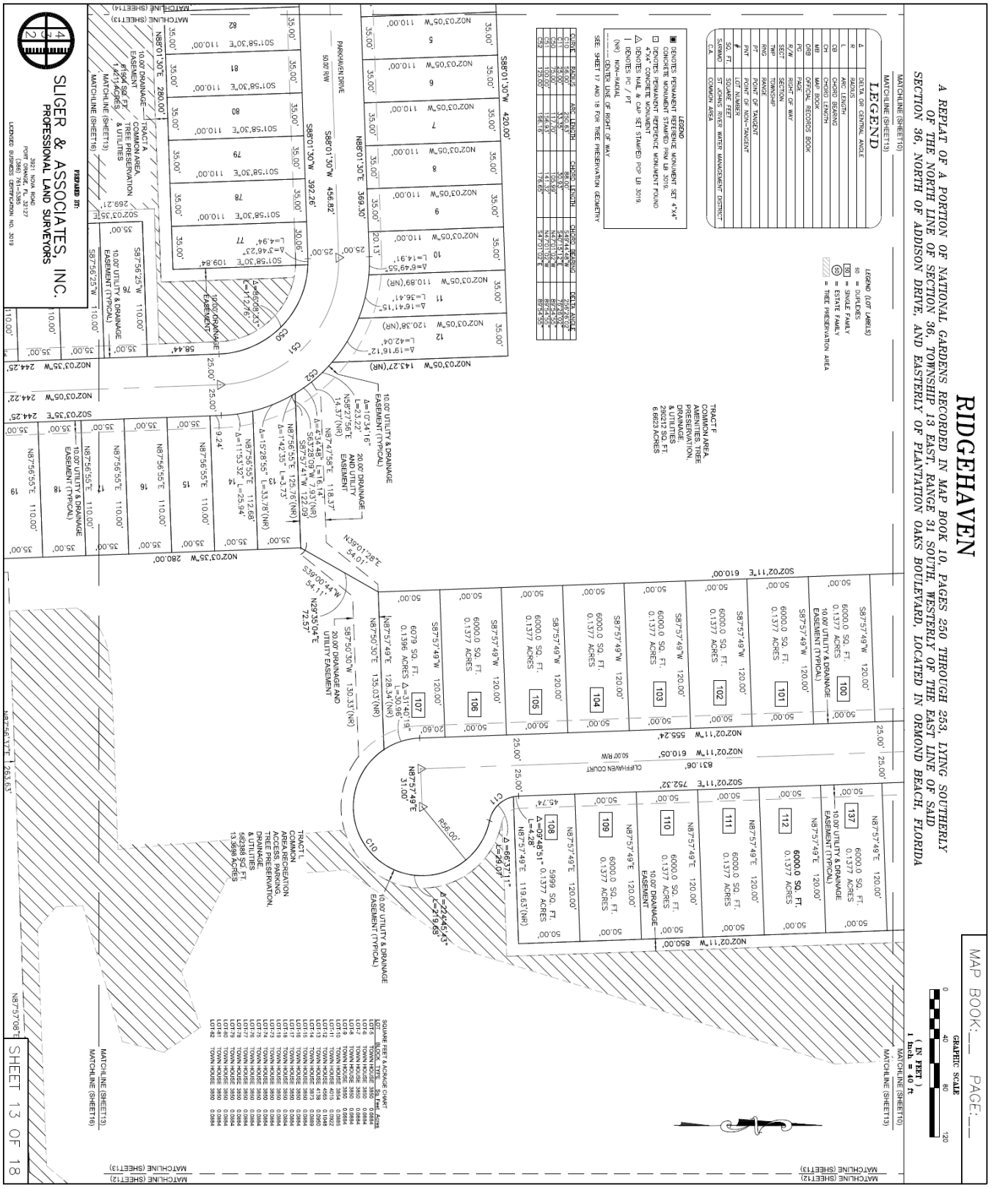
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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
LEGEND
LEGEND (LOT LABELS)
80 = SINGLE FAMILY
99 = ESTATE FAMILY
= TREE PRESERVATION AREA
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
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(NR) NON-RADIAL
CENTER LINE OF RIGHT OF WAY
SEE SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
ORB OFFICIAL RECORDS BOOK
PRC POINT OF REVERSE CURVATURE
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
PT POINT OF TANGENT
POB POINT OF BEGINNING
LOT NUMBER
SQ. FT. SQUARE FEET
SJRWMD ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
MATCHLINE (SHEET16)
MATCHLINE (SHEET13)
MATCHLINE (SHEET12)
MATCHLINE (SHEET14)
PARKHAVEN DRIVE
50.00' R/W
S88°01'30"W 420.00'
S88°01'30"W 456.82'
S88°01'30"W 392.26'
N88°01'30"E 369.30'
S87°56'25"W 110.00'
N87°56'25"E 110.00'
N87°56'55"E 110.00'
N87°57'49"E 120.00'
N87°50'30"E 130.33'(NR)
N87°57'49"E 128.34'(NR)
N87°57'49"E 31.00'
S87°57'49"W 120.00'
S87°57'41"W 122.09'
S87°56'55"E 125.76'(NR)
S87°56'55"E 112.68'
S87°56'55"E 110.00'
S87°56'55"E 110.00'
S87°56'55"E 110.00

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

MATCHLINE (SHEET11)
MATCHLINE (SHEET14)

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
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SQ. FT.	SQUARE FEET
SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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- (NR) NON-RADIAL
- ——— CENTER LINE OF RIGHT OF WAY

SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C55	25.00'	43.28'	38.08'	N42°22'27"W	99°12'07"
C56	25.00'	32.00'	29.85'	N51°21'15"E	73°20'30"
C61	763.98'	20.42'	20.42'	S15°28'57"W	01°31'54"
C62	763.98'	99.42'	99.35'	S10°57'18"W	07°27'23"
C63	763.98'	26.27'	26.27'	S06°14'30"W	01°58'14"
C64	763.98'	98.70'	98.63'	S01°33'19"W	07°24'06"

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- 50 = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

SQUARE FEET & ACRAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-1		TOWN HOUSE	3850	0.0884
LOT-2		TOWN HOUSE	3850	0.0884
LOT-3		TOWN HOUSE	3850	0.0884
LOT-4		TOWN HOUSE	3850	0.0884
LOT-82		TOWN HOUSE	3850	0.0884
LOT-83		TOWN HOUSE	3850	0.0884
LOT-84		TOWN HOUSE	3850	0.0884

N02°08'46"W 985.52'
486.52'
PLANTATION OAKS BOULEVARD
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 139-154
10.00' UTILITY EASEMENT
N02°08'46"W 406.23'
MATCHLINE (SHEET13)
MATCHLINE (SHEET14)
50.00' 50.00'
10.00' DRAINAGE EASEMENT
S88°01'30"W 420.00'
Δ=14°14'09"
L=180.20'
Δ=18°21'39"
R=763.98'
L=244.82'
CB=N07°02'04"E
CH=243.77'
C64
C63
C55
C56
C62
C61
55.00'
55.02'
N88°01'30"E
TRACT G COMMON AREA UTILITIES & SIGNAGE 3058 SQ. FT. 0.0702 ACRES
34.17'
35.00' 35.00' 35.00' 35.00'
N02°03'05"W 110.00'
1 2 3 4
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
N88°01'30"E 369.30'
52.08'
25.00'
404.73'
S88°01'30"W 456.82'
PARKHAVEN DRIVE
50.00' R/W
S88°01'30"W 392.26'
28.24'
N88°01'30"E 88.96'
TRACT M COMMON AREA UTILITIES & SIGNAGE
N01°58'30"W 32.84'
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
S01°58'30"E 110.00'
83 84
Δ=43°55'54"
R=725.25'
L=556.08'
CB=S20°07'08"W
CH=542.56'
2604 SQ. FT. 0.0598 ACRES
40.22'
N40°10'53"E 41.84'
50.00' 50.00'
10.00' DRAINAGE EASEMENT
N50°41'00"W 426.05'
325.83'
N88°01'30"E 280.00'
10.00' DRAINAGE EASEMENT
MATCHLINE (SHEET14)
MATCHLINE (SHEET17)
UNPLATTED
NO NAME STREET (60.00' R/W)

MATCHLINE (SHEET14)
MATCHLINE (SHEET17)

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LICENSED BUSINESS CERTIFICATION NO. 3019

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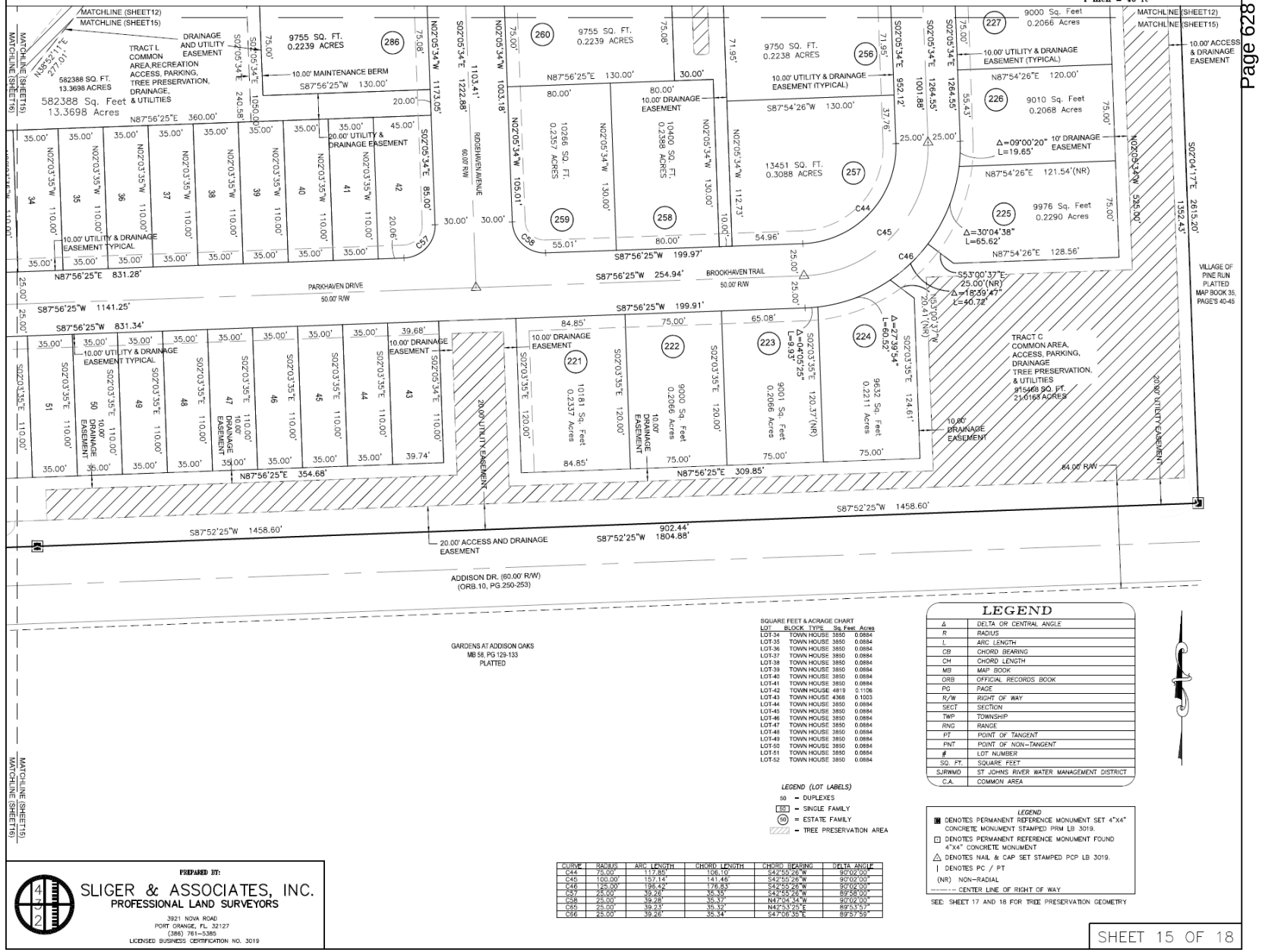
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACREAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-34		TOWN HOUSE	3850	0.0884
LOT-35		TOWN HOUSE	3850	0.0884
LOT-36		TOWN HOUSE	3850	0.0884
LOT-37		TOWN HOUSE	3850	0.0884
LOT-38		TOWN HOUSE	3850	0.0884
LOT-39		TOWN HOUSE	3850	0.0884
LOT-40		TOWN HOUSE	3850	0.0884
LOT-41		TOWN HOUSE	3850	0.0884
LOT-42		TOWN HOUSE	4819	0.1106
LOT-43		TOWN HOUSE	4368	0.1003
LOT-44		TOWN HOUSE	3850	0.0884
LOT-45		TOWN HOUSE	3850	0.0884
LOT-46		TOWN HOUSE	3850	0.0884
LOT-47		TOWN HOUSE	3850	0.0884
LOT-48		TOWN HOUSE	3850	0.0884
LOT-49		TOWN HOUSE	3850	0.0884
LOT-50		TOWN HOUSE	3850	0.0884
LOT-51		TOWN HOUSE	3850	0.0884
LOT-52		TOWN HOUSE	3850	0.0884

LEGEND (LOT LABELS)
50 = DUPLEXES
65 = SINGLE FAMILY
90 = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

LEGEND

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R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SQ. FT.	SQUARE FEET
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	75.00'	117.85'	106.10'	S42°55'26"W	90°02'00"
C45	100.00'	157.14'	141.46'	S42°55'26"W	90°02'00"
C46	125.00'	196.42'	176.83'	S42°55'26"W	90°02'00"
C57	25.00'	39.26'	35.35'	S42°55'26"W	89°58'00"
C58	25.00'	39.28'	35.37'	N47°04'34"W	90°02'00"
C65	25.00'	39.23'	35.32'	N42°53'25"E	89°53'57"
C66	25.00'	39.26'	35.34'	S47°06'35"E	89°57'59"

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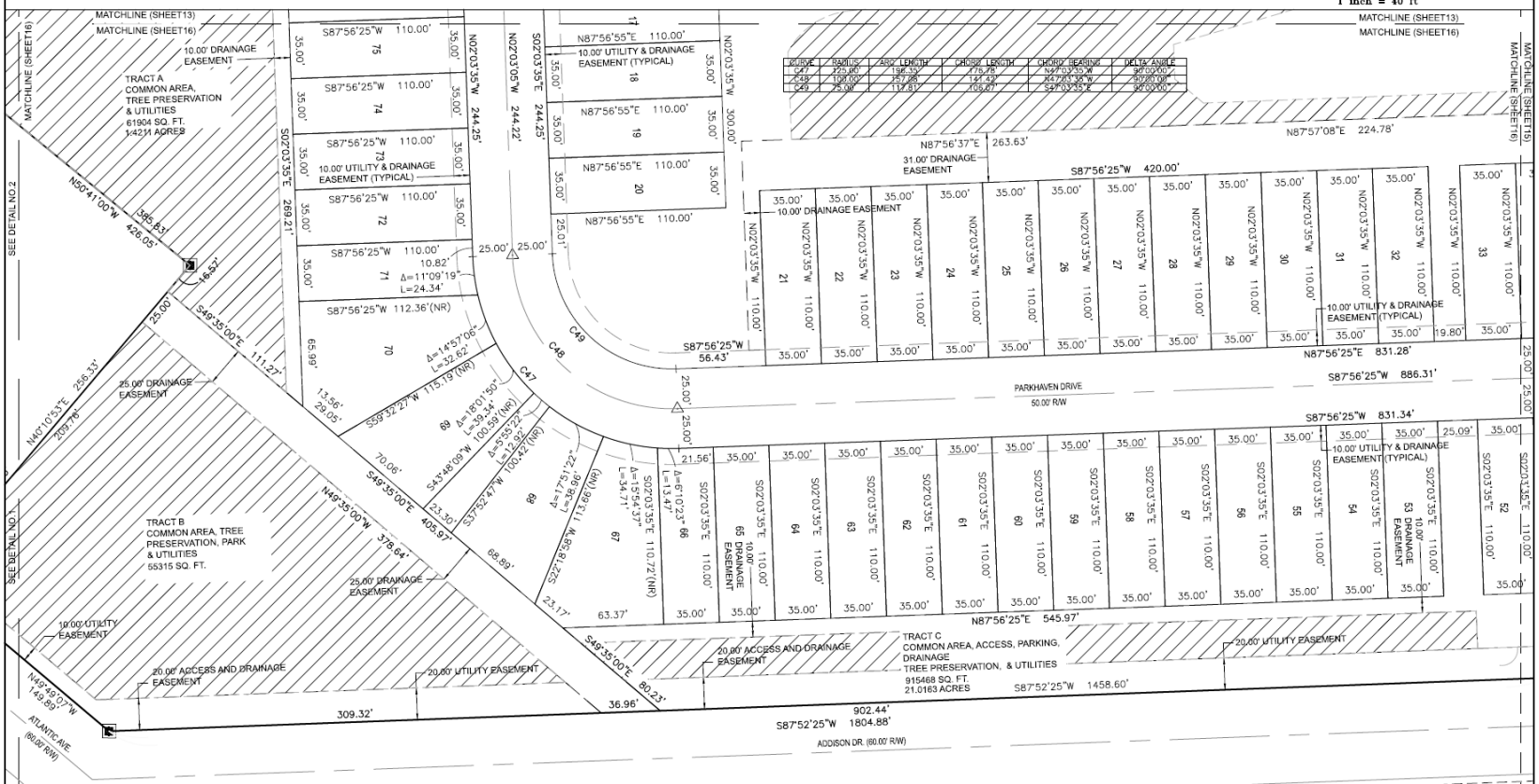

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C.A.	COMMON AREA

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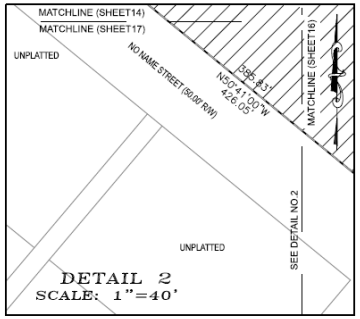
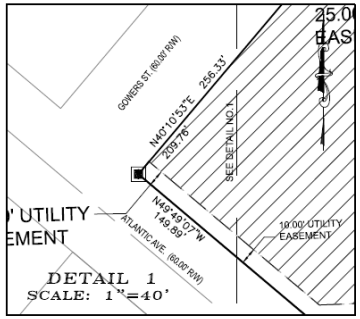


DETAIL 2
SCALE: 1"=40'



DETAIL 1
SCALE: 1"=40'

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EXHIBIT "A"
Page 17 of 18

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GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

Page 630 of 1185

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LEGEND (LOT LABELS)
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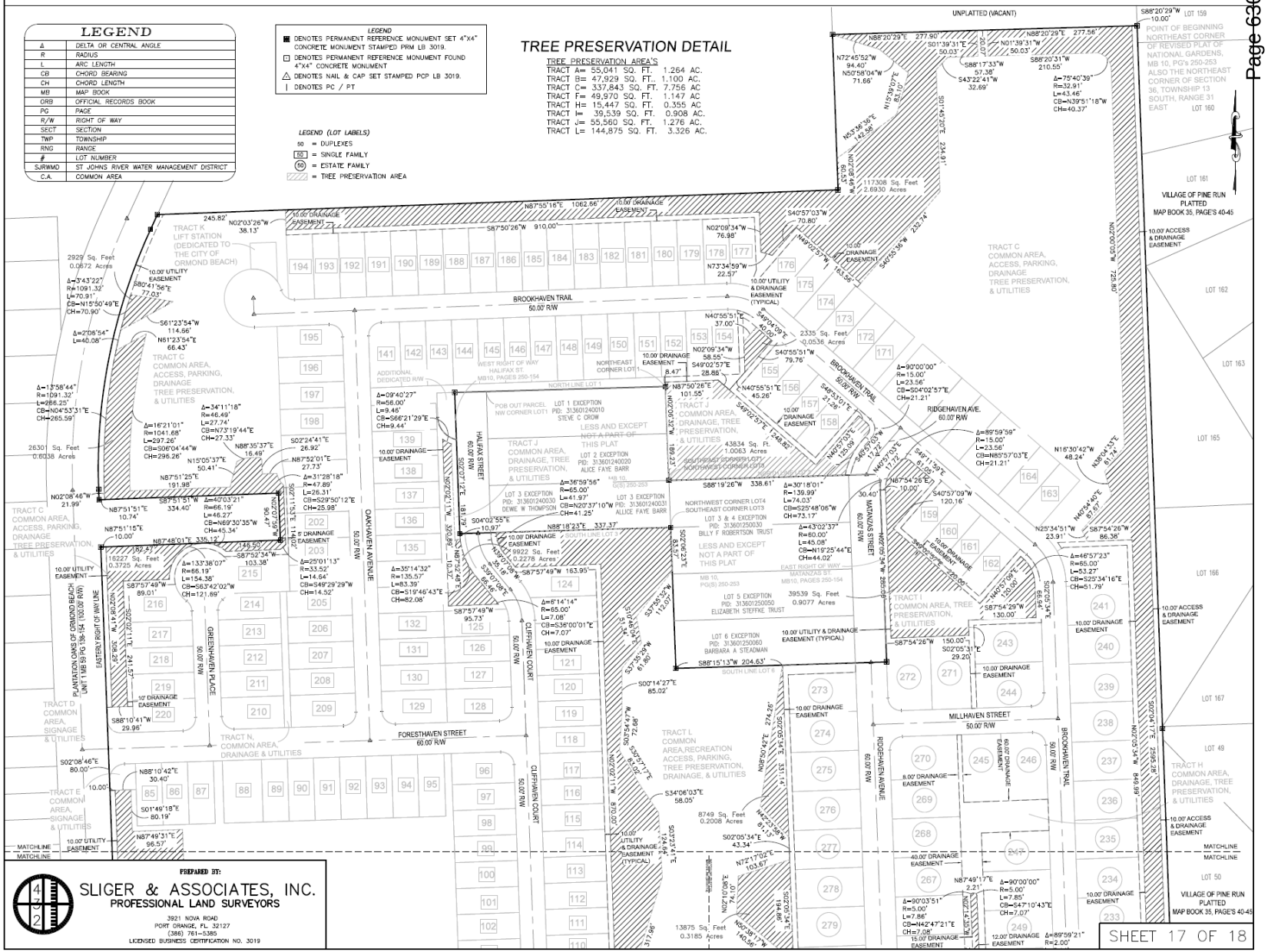
50 = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

TREE PRESERVATION DETAIL

TREE PRESERVATION AREA'S
TRACT A= 55,041 SQ. FT. 1.264 AC.
TRACT B= 47,929 SQ. FT.. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.



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SHEET 17 OF 18

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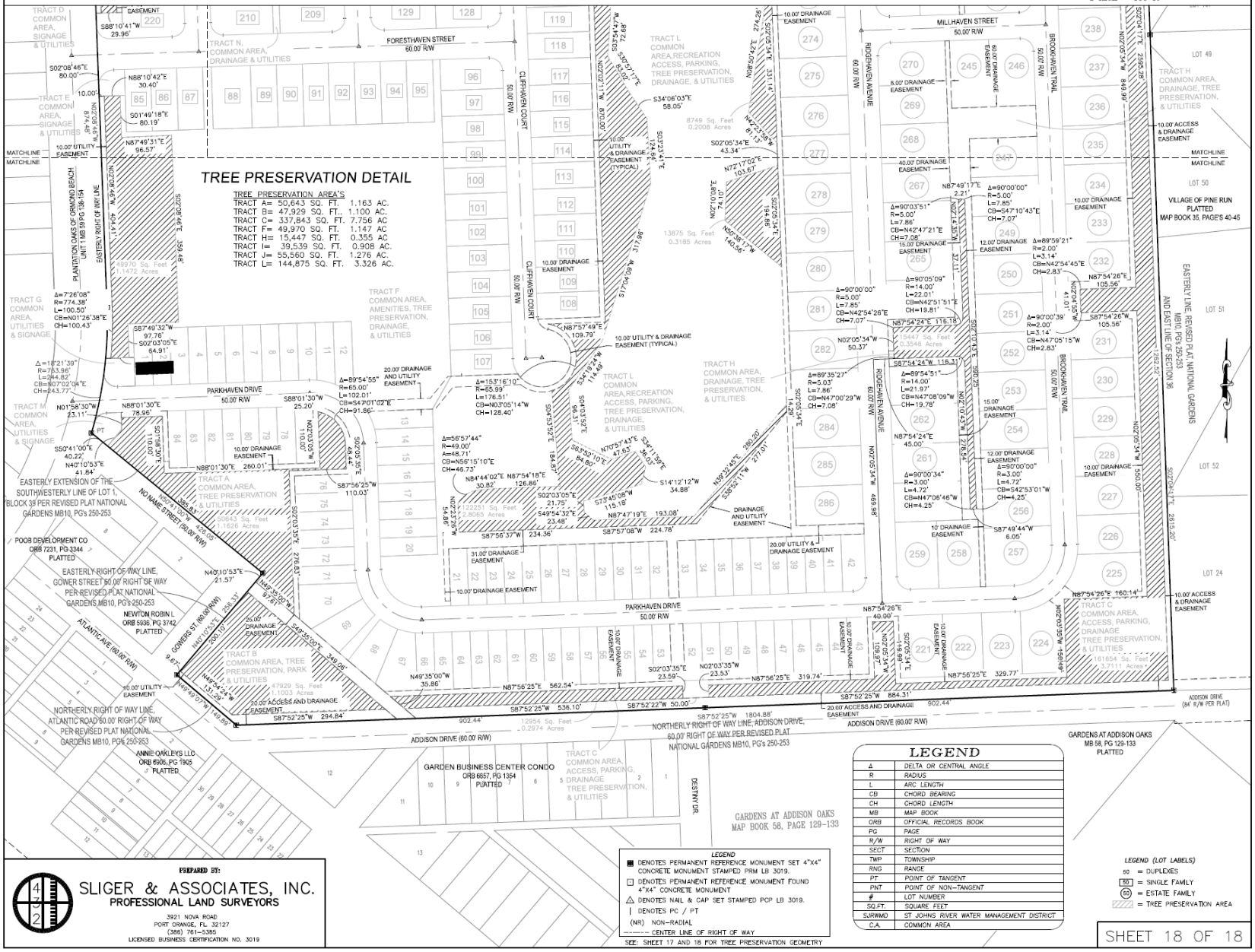

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SEE: SHEET 17 AND 18 FOR TREE PRESERVATION GEOMETRY

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60 = SINGLE FAMILY
60 = ESTATE FAMILY
= TREE PRESERVATION AREA

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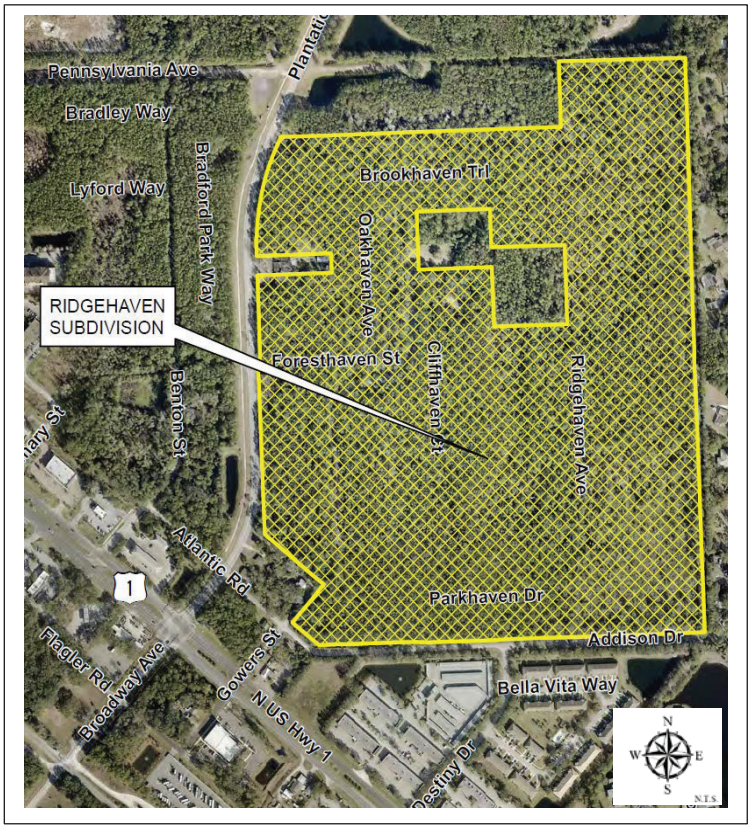
PLANNING BOARD STAFF REPORT

RidgeHaven, Final Plat

Project Number: PZ-2024-009

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (first reading), May 7, 2024 (second reading)
APPLICANT:	Meritage Homes of Florida, Inc., property owner
LOCATION:	South of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision
REQUEST:	Final plat approval for 84 duplex lots and 202-lot, single-family lots on approximately 103.45 acres
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request for a final plat submitted by Meritage Homes of Florida, Inc., for a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

SECTION 2, BACKGROUND:

The RidgeHaven subdivision includes nine parcels (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) that total 103.45 acres. Within the RidgeHaven subdivision land area there are eight (8) parcels individually owned (not owned by RidgeHaven) totaling approximately 5.7 acres. Seven (7) parcels are vacant and one parcel fronting Plantation Oaks Boulevard is developed with a single-family home. The RidgeHaven subdivision was located in unincorporated Volusia County with a desire to construct a subdivision. Representatives of the RidgeHaven subdivision had two options for subdivision development: (1) remain in unincorporated Volusia County and have Ormond Beach provide the project utilities or (2) become part of the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area and develop the subdivision in Ormond Beach. The Interlocal Service Boundary Agreement (ISBA) allows the annexation of land while creating enclaves that remain in unincorporated Volusia County.

The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the Interlocal Service Boundary Agreement on August 21, 2014 by Volusia County Ordinance 2014-12. The original Interlocal Service Boundary Agreement established the Municipal Service Area (MSA) and joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 Interlocal Service Boundary Agreement was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted Municipal Service Area. On August 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement. The Volusia County Council subsequently adopted the agreement on September 17, 2019. The City of Ormond Beach (December 7, 2021 with Ordinance 2021-43) and Volusia County (February 15, 2022 with Ordinance 2022-9) approved the second amendment to the North U.S. Highway 1 Interlocal Service Boundary Agreement to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted Municipal Service Area. During the County Council presentation and discussion, the RidgeHaven representative and city staff committed to establishing a limitation of 298 dwelling units for the entire RidgeHaven area. On March 22, 2022, the City Commission approved Ordinance 2022-05 that annexed the RidgeHaven subdivision.

With the Interlocal Service Boundary Agreement and annexation approved, the next step for the RidgeHaven project was the assignment of a city land use designation. For the existing land use entitlements, the Volusia County staff analysis calculated a range of residential development of 716 to 1,052 dwelling units. The existing land use required a minimum of four units per acre. The city land use designation occurred with three separate actions:

1. Ordinance 2022-14 adopted July 19, 2022: The Ordinance amended the Future Land Use Element of the Comprehensive Plan to incorporate the second Interlocal Service Boundary Agreement and provided a text limitation within Policy 9.1.4 that states that the RidgeHaven land area shall not exceed 3 units per acre and no more than 298 dwelling units for the entire RidgeHaven property. The maximum theoretical residential density was reduced by 754 residential units. For the non-RidgeHaven properties, the Ordinance included the text restriction that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.
2. Ordinance 2022-18, adopted August 3, 2022: The Ordinance authorized the following actions:
    A. Amended the Future Land Use Map designation for the RidgeHaven subdivision property (totaling 84.26 acres) from Volusia County “Urban Medium Intensity” (UMI) to Ormond Beach “Low Density Residential” (LDR). The Ordinance included the map annotation that the RidgeHaven subdivision would have a density restriction of three (3) units per acre and shall not exceed 298 residential units for the entire RidgeHaven subdivision; and
    B. Amended the Future Land Use Map designation of the properties not associated with the RidgeHaven development from “Urban Medium Intensity” (UMI) to Ormond Beach “Medium Density Residential” (MDR). The Ordinance included the map annotation that these parcels would maintain a maximum gross residential density of eight (8) units per acre – the same density that existed in unincorporated Volusia County.
3. Ordinance 2022-12, adopted May 3, 2022: This Ordinance was for 19.19 acres owned by the RidgeHaven subdivision applicant that was part of the original Interlocal Service Boundary Agreement area. The Ordinance amended the Future Land Use for the property from “Low Intensity Commercial” (LIC) to “Medium Density Residential” (MDR). The Ordinance contained a condition that the density shall be restricted to eight (8) units per acre within the 19.19 acres and the RidgeHaven subdivision, including the 84.26 acres, shall not exceed 298 residential units.

After the assignment of the land use, the following actions have occurred for the RidgeHaven land area:

1. Zoning Map Amendment: Approved June 6, 2023 with Ordinance 2023-25. Authorized a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development.

2. Issuance of a Development Order: Approved June 6, 2023 with Ordinance 2023-26. Authorized a development order for the RidgeHaven subdivision of 286 lots on approximately 103.45 acres and associated site improvements. See ATTACHMENT 4.
3. Preliminary Plat: Approved June 6, 2023 with Resolution 2023-109. Authorized a preliminary plat that includes the construction drawings for the subdivision. See ATTACHMENT 2.
4. Plat vacation: Approved June 6, 2023 with Resolution 2023-108. Authorized a plat vacation of portions of the National Gardens plat, recorded in map/plat book 10, pages 250-253 under certain conditions.
5. Proportionate Fair Share Agreement: Approved September 20, 2023 with Resolution 2023-152. Authorized the required proportionate fair share agreement for traffic impacts based on the approved traffic study.

SECTION 3, ANALYSIS: There was a determination by the City Attorney's Office that final plats should be reviewed by the Planning Board prior to action by the City Commission. There is a pending Land Development Code amendment to require final plats to be reviewed by the Planning Board. This application is being processed per the direction of the City Attorney's Office and the proposed Land Development Code amendment.

The site is designated "Low Density Residential" (LDR) and "Medium Density Residential" on the city's Future Land Use Map. The RidgeHaven land area contains a map annotation within the land use that limits the maximum residential density to 298 units.

The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

Direction	Uses	Land Use designation	Zoning designation
North	Plantation Oaks PRD	"Low Density Residential"	PRD, Planned Residential Development
South	Across Addison Drive, Gardens of Bella Vita & MBA Business Center	"Medium Density Residential" and "Low Intensity Commercial"	PRD, Planned Residential Development and B-8, Commercial
West	Village of Pine Run	Volusia County "Rural"	Volusia County RR (Rural Residential)
East	Across Plantation Oaks Boulevard	"Medium Density Residential"	R4, Single-Family Cluster and townhouse

Key project attributes for the RidgeHaven subdivision include:

1. The total project size is 103.45 acres.

2. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved by the Site Plan Review Committee (SPRC) as a minor amendment.
3. The project's gross density is 2.76 units per acre.
4. The project's net density (project acreage of 103.45 minus 6.49 acres of wetlands divided by 286 residential lots) is 2.95 units per acre.
5. The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75-foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35'-natural area that abuts the Village of Pine Run.
6. The project lots are proposed as follows:

Standards	**Single-family, 50' by 110'**	**Single-family, 75' by 110'**	**Duplex, 35' by 110'**
Number:	136	66	84
Minimum floor area:	1,400 SF	1,500 SF	1,400 SF
Maximum building coverage:	60%	60%	60%
Maximum lot impervious area:	80%	80%	80%
Maximum building height:	35 feet	35 feet	35 feet
Setbacks:			
Front:	20 feet	20 feet	20 feet
Front (no garage access):	10 feet	15 feet	15 feet
Side:	5 feet	7.5 feet	5 feet, (0' common wall)
Rear:	20 feet	20 feet, 10 feet (lots 233-254)	10 feet
Waterfront:	20 feet	20 feet	10 feet
Accessory Structure setbacks:			
Side yard:	5 feet	7.5 feet	NA
Side yard corner:	15 feet	15 feet	NA
Rear yard:	5 feet	5 feet	NA

7. There are two subdivision access points from Plantation Oaks Boulevard. No access is proposed from Addison Drive.
8. A traffic study was performed and reviewed by an independent traffic engineer employed by the City. The traffic study led to the proportionate fair share agreement.
9. The project proposes internal sidewalks on both sides of the streets within the RidgeHaven subdivision.
10. The project proposes a sidewalk connection off-site to connect to North U.S.

Highway 1.

11. An Environmental Assessment Analysis was reviewed as part of the zoning approval. A total of 8.04 acres of wetlands exists on the subject property. As designed, the project would have 1.75 acres of direct impacts to on-site wetlands.
12. St. Johns River Water Management District has issued permit #185591-1 for the RidgeHaven subdivision for stormwater management and wetland impacts.
13. Recreational improvements include a 33,000-square-foot-outdoor amenity area including a pool and pool deck, a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner.
14. The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The Land Development Code requirement for natural preservation is 15% of the property and the Planned Residential Development standard is 20% of the property.
15. There is a 35-foot natural preservation area and existing ditch between the Ridgehaven subdivision and the Village of Pine Run. The Land Development Code requirement for a landscape buffer is six (6') feet.
16. Irrigation for the subdivision will be drawn from the stormwater ponds.
17. A street tree plan has been designed with 298 street trees.
18. For the project stormwater, the site is surrounded on three (3) sides by ditches that ultimately flow to the east. The drainage pattern of the pre-developed site flows to the Addison Canal, the canal between RidgeHaven project and the Village of Pine Run Subdivision, the wetland and a ditch on the north side of the project.
19. The proposed stormwater treatment methodology is wet detention with stormwater harvesting. The wet detention system has multiple ponds with an equalizer pipe system that will maintain the normal water elevation for all ponds. The drainage patterns for the post developed site includes the landscape/natural preservation that will continue to drain into the Addison Canal and the canal between Ridgehaven and Village of Pine Run subdivision. This acreage of this area has been significantly decreased. The area that drains to the north also has been decreased in the post development condition. The interior of the project will be directed onto the proposed stormwater treatment facility noted above. The stormwater wet detention will have an ultimate outfall to the swale along the northern border. This swale will intersect to the swale along the western edge of Village of Pine Run that flows to the north in the Plantation Oaks, Phase III. By directing the surface water runoff into the stormwater facility, there will be a delay in the surface flow exiting the site as well as reduction of the actual volume entering the canal/pipe system through the Village of Pine Run.
20. All three (3) historic trees on-site have been preserved.
21. The project buffers are as follows:

    A. Abutting Addison Drive. Required: 10'. Provided: ranges from 12' to 22'.

B. Abutting Plantation Oaks Boulevard. Required 20'. Provided: ranges from 30', 40, and 125' depending on the buffer location.

C. Abutting Plantation Oaks, Phase 3. Required 6'. Provided: Ranges with a minimum of 40'.

D. Abutting Village of Pine Run. Required: 6'. Provided: 35' natural area.

22. In December 2023, the project won the outstanding sustainability initiative from the Florida and Planning Zoning Association, Surfcoast Chapter.

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 or based upon a property's zoning, if not a Planned Development, the following is required: (1) the applicant's engineered designs and drawings in terms of the stormwater design, utilities, lot grading, and road layout, and (2) the preparation of a preliminary plat document from a licensed surveyor. 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. There are two (2) options for development once a preliminary plat has been approved:

   Option 1 - Proceed with the application for construction for completion of the required subdivision improvements prior to recording the final plat (LDC, Section 4-18(8)(a)). When the required subdivision improvements are complete, the final plat along with the subdivision documents would be submitted by the applicant to the Site Plan Review Committee (SPRC). The final plat would be reviewed by the Planning Board and acted upon by the City Commission. If approved, the plat would be recorded. This is the option that the RidgeHaven project has selected.

   Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(8)(b)). 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 reviewed by the Planning Board and acted upon by the City Commission. If approved, the plat would be recorded.

2. Final Plat: The final plat is a legal document that is reviewed by the Site Plan Review Committee (SPRC), an independent City Surveyor and the City's Legal Department, to ensure compliance with State Statutes. Final plats are reviewed by the Planning Board and acted upon by the City Commission.

SECTION 4, CONCLUSION:

Section 4-18, Final plat approval procedures, of the Land Development Code establishes the final plat process. Per Section 4-18 of the Land Development Code, the following should be considered in the review of the final plat:

(1) All final plats shall be prepared by a professional authorized and licensed by the state to design and prepare subdivision plats.

The final plat, ATTACHMENT 3, has been prepared by a Florida licensed surveyor.

(2) The final plat shall demonstrate consistency with the approved development order or zoning district for the property under application.

The project has a Planned Residential Development zoning designation approved with Ordinance 2023-26 and the proposed final plat is consistent with the zoning approval as determined by the Site Plan Review Committee (SPRC).

(3) The final plat shall demonstrate consistency with the preliminary plat.

The preliminary plat was approved with Resolution 2023-109 and the Resolution is included in ATTACHMENT 2. The final plat is consistent with the preliminary plat.

(4) Final plats shall be consistent with all applicable Florida Statutes.

The final plat has been reviewed by a Florida licensed surveyor employed by the city to review the final plat as the city surveyor. The city surveyor has concluded that the final plat is consistent with applicable Florida Statutes.

(5) Required documents, such as title opinion, proof of taxes paid, Homeowner's Association documents shall be submitted to the SPRC.

The required documents have been submitted to the Site Plan Review Committee and provided to the City Attorney's office for review.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the final plat for the RidgeHaven subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres. The final plat is consistent with the approved preliminary plat (Resolution 2023-109) and the Planned Residential Development (PRD) development order (Ordinance 2023-26).

Attachments:

Attachment 1: Project maps
Attachment 2: Preliminary plat, Resolution 2023-109
Attachment 3: Final plat
Attachment 4: PRD development order, Ordinance 2023-26

ATTACHMENT 1

Project Maps

AERIAL MAP
RIDGEHAVEN - FINAL PLAT

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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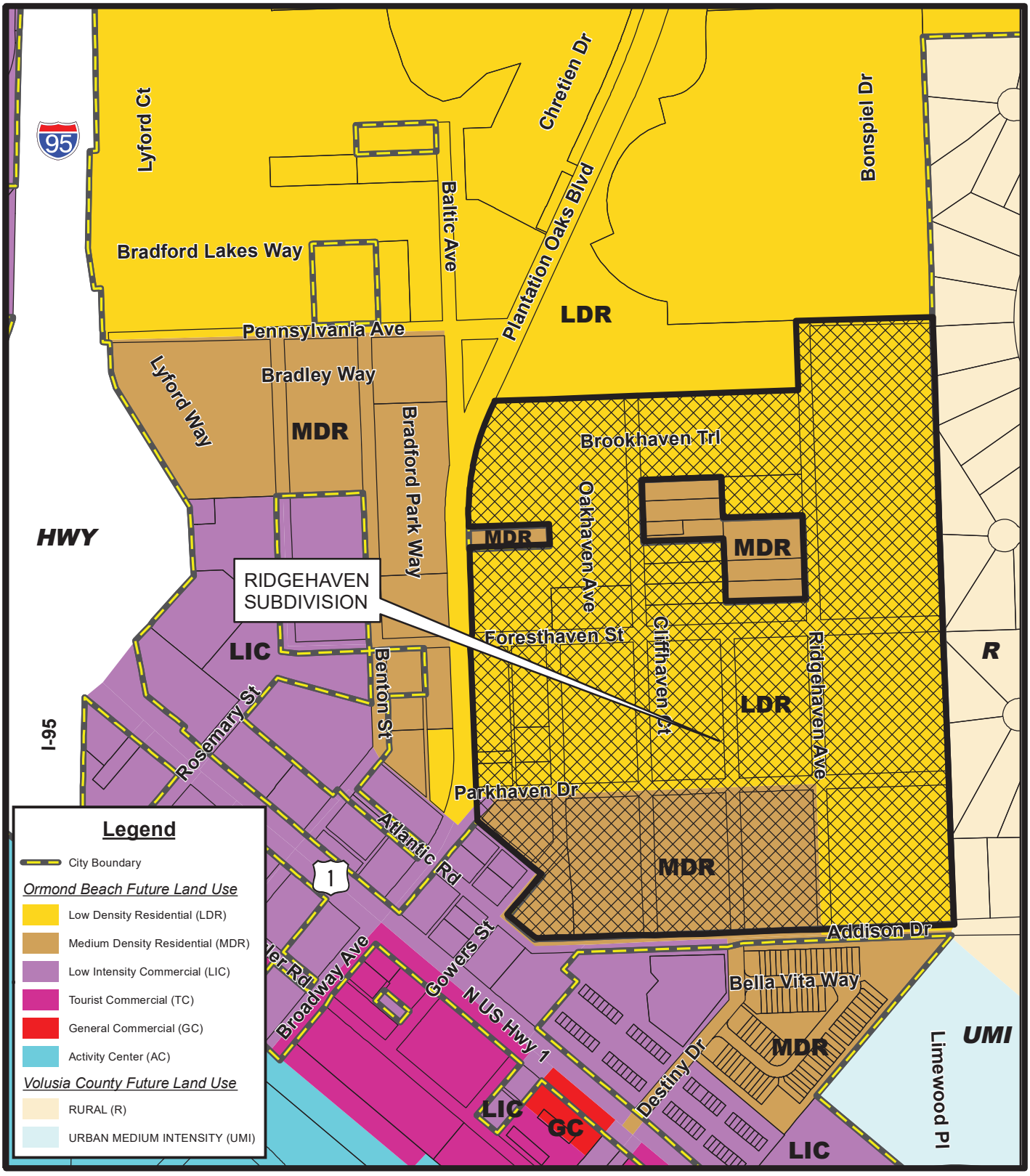
N.T.S.



FUTURE LAND USE MAP
RIDGEHAVEN - FINAL PLAT

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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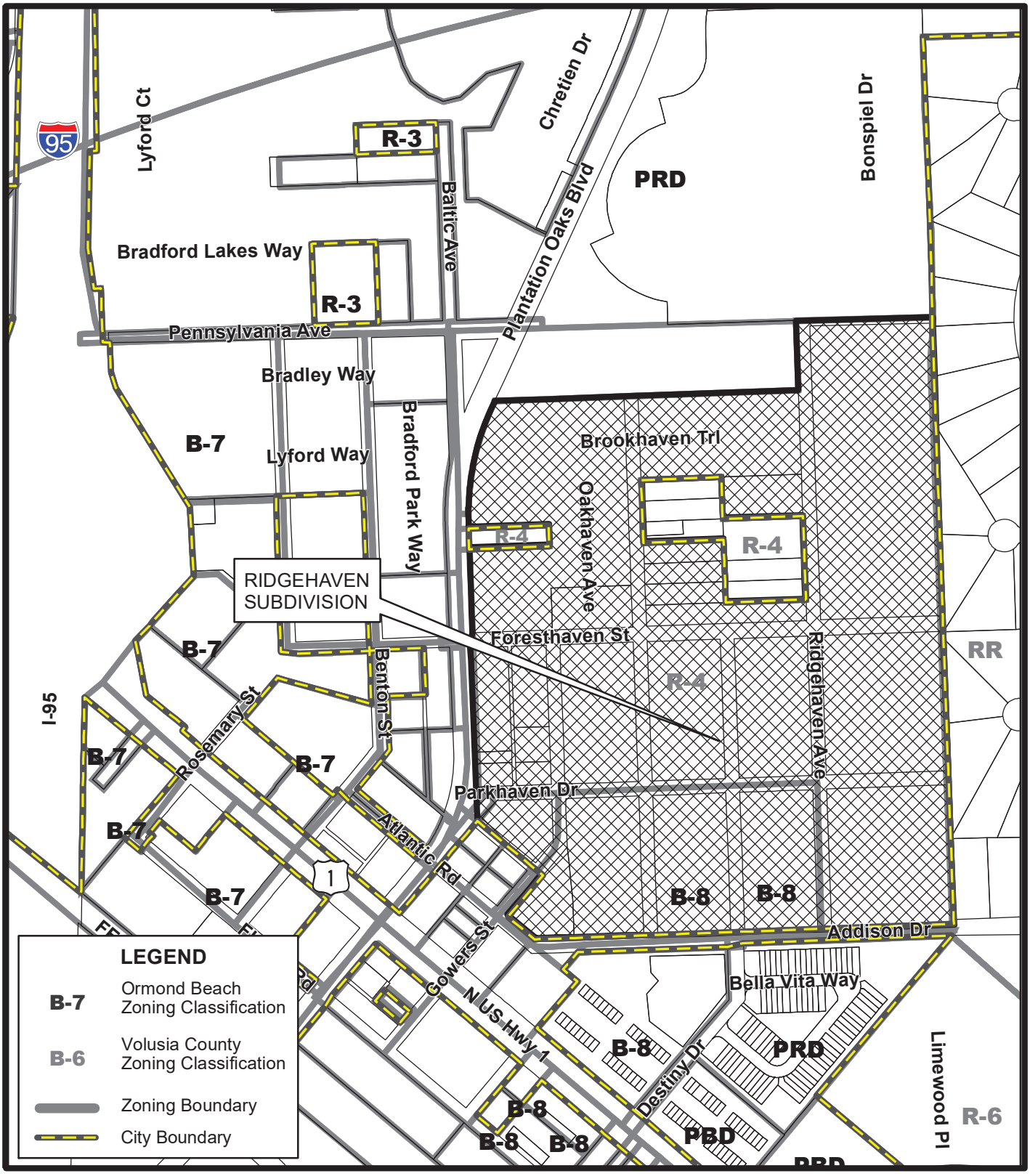

ZONING MAP
RIDGEHAVEN - FINAL PLAT

Prepared By: The City of Ormond Beach
G.I.S. Department - February 21, 2024

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ATTACHMENT 2

Preliminary Plat, Resolution 2023-109

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.

WHEREAS, RidgeHaven, LLC, a Florida Limited Liability Company, and Snilloc Family Limited Partnership Number One, a Florida Limited Partnership, are the owners of nine parcels of real properties (the "Property Owners") and have submitted the preliminary plat for the "RidgeHaven" subdivision, 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 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 286-lot preliminary plat for the "RidgeHaven" subdivision, 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 Development Order as approved by Ordinance 2023-26.

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 **June 6, 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 "RidgeHaven".

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

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

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

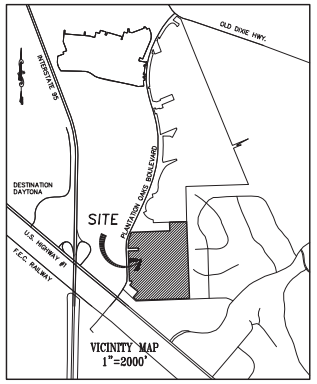
MAP BOOK:__ PAGE:__

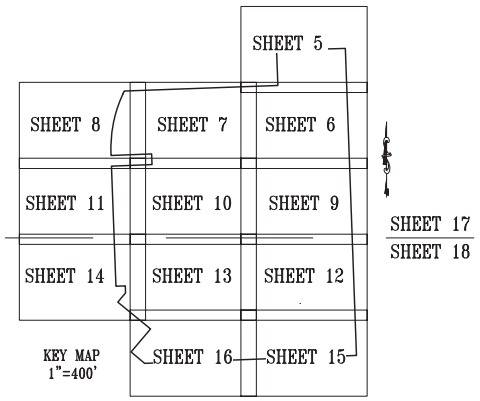
RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138-154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3 & 4..... KEY SHEETS
SHEET 5 TO 16.... DETAIL SHEETS
SHEET 17 & 18.... TREE PRESERVATION DETAIL

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "RIDGEHAVEN", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

RIDGEHAVEN AVENUE, PARKHAVEN DRIVE, BROOKHAVEN TRAIL, MILLHAVEN STREET, OAKHAVEN AVENUE, GREENHAVEN PLACE, FORESTHAVEN STREET, AND CLIFFHAVEN COURT ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT K (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, AND I, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, AND UTILITIES.

TRACTS D, E, G, AND M, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC, FOR THE PURPOSE OF COMMON AREA, SIGNAGE, AND UTILITIES.

TRACT C, IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITIES.

TRACT F IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACT N IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, DRAINAGE, AND UTILITIES.

TRACT B IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, PARK, TREE PRESERVATION, AND UTILITIES.

TRACT L IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACTS H AND J IS ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, DRAINAGE, AND UTILITIES.

IN WITNESS WHEREOF, RIDGEHAVEN, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2022 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS _____ *RICHARD MAUGERI, MANAGER*
RIDGEHAVEN, LLC
WITNESS _____ *A FLORIDA LIMITED LIABILITY COMPANY*

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2022, BY RICHARD MAUGERI, AS MANAGER OF RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

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 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS." THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.081 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "TIGER OAKS, PHASE 1A" FOR COMPLIANCE WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, *DATE:* _____, *2022.*
CITY REGISTERED SURVEYOR

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THE CITY OF ORMOND BEACH APPROVED THE FOREGOING PLAT.

BY: _____, *MAYOR*

ATTEST: _____, *CITY CLERK*

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2022.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2022, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY LINE OF THE REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGE 250 THROUGH 253, AND THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEARING S02°04'17"E.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED
AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR RIDGEHAVEN HOMEOWNERS' ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____ – _____, AND TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEHAVEN RECORDED IN O.R. BOOK _____, PAGES _____ – _____, BOTH IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. [REPEAT]

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR _____, RESOLUTION NO. _____, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. 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.

13. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC.

14. PORTIONS OF TRACTS A, B, C, I, L, M, F AND O, AS SHOWN HEREON ARE HERBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

15. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HERBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'/0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

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LICENSED BUSINESS CERTIFICATION NO. 3019

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
□ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

LEGEND (LOT LABELS)
50 = DUPLEXES
(50) = SINGLE FAMILY
(A) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
UNPLATTED (VACANT)
N88°20'29"E 585.53'
POB
EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH, UNIT 1 MB 59 PG 138-154
N02°05'34"W 958.38'
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N87°55'16"E 1308.48'
TRACT K LIFT STATION (DEDICATED TO THE CITY OF ORMOND BEACH)
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES
BROOKHAVEN TRAIL 50.00' R/W
Δ=26°52'48" R=1096.00' L=514.18' CB=S11°17'38"W CH=509.48'
MONUMENTED EAST LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
S87°51'51"W 345.14'
MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 REVISED PLAT NATIONAL GARDENS
N87°48'07"E 345.12'
S88°21'33"W 345.20'
LOT 1 EXCEPTION PID: 313601240010 STEVE C. CROW
LESS AND EXCEPT NOT A PART OF THIS PLAT
LOT 2 EXCEPTION PID: 313601240020 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313601240030 DEMIE M THOMPSON
LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR
TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
TRACT J COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
S02°01'13"E 271.46'
CLIFFHAVEN COURT 50.00' R/W
N02°06'23"W 190.76'
S88°19'26"W 345.16'
LOT 3 & 4 EXCEPTION PID: 313601250030 BILLY F ROBERTSON TRUST
S88°18'23"W 345.14'
LESS AND EXCEPT NOT A PART OF THIS PLAT
LOT 5 EXCEPTION PID: 313601250050 ELIZABETH STEFFKE TRUST
LOT 6 EXCEPTION PID: 313601250060 BARBARA A. STEADMAN
S88°15'13"W 345.07'
N02°05'34"W 381.11'
N02°05'34"W 271.15'
TRACT I COMMON AREA, TREE PRESERVATION, & UTILITIES
RIDGEHAVEN AVENUE 60.00' R/W
OAKHAVEN AVENUE 50.00' R/W
GREENHAVEN PLACE 50.00' R/W
FORESTHAVEN STREET 60.00' R/W
MILLHAVEN STREET 50.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES
TRACT D COMMON AREA, SIGNAGE & UTILITIES
TRACT E COMMON AREA, SIGNAGE & UTILITIES
TRACT N COMMON AREA, DRAINAGE & UTILITIES
TRACT L COMMON AREA, RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154 (100.00' R/W) EASTERLY RIGHT OF WAY LINE
EASTERLY LINE, REVISED PLAT, NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36
S02°04'17"E 2615.20'
LOT 159
LOT 160
LOT 161 VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45
LOT 162
LOT 163
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50 VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45
MATCHLINE SHEET 3
MATCHLINE SHEET 4

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SHEET 3 OF 18

RIDGEHAVEN

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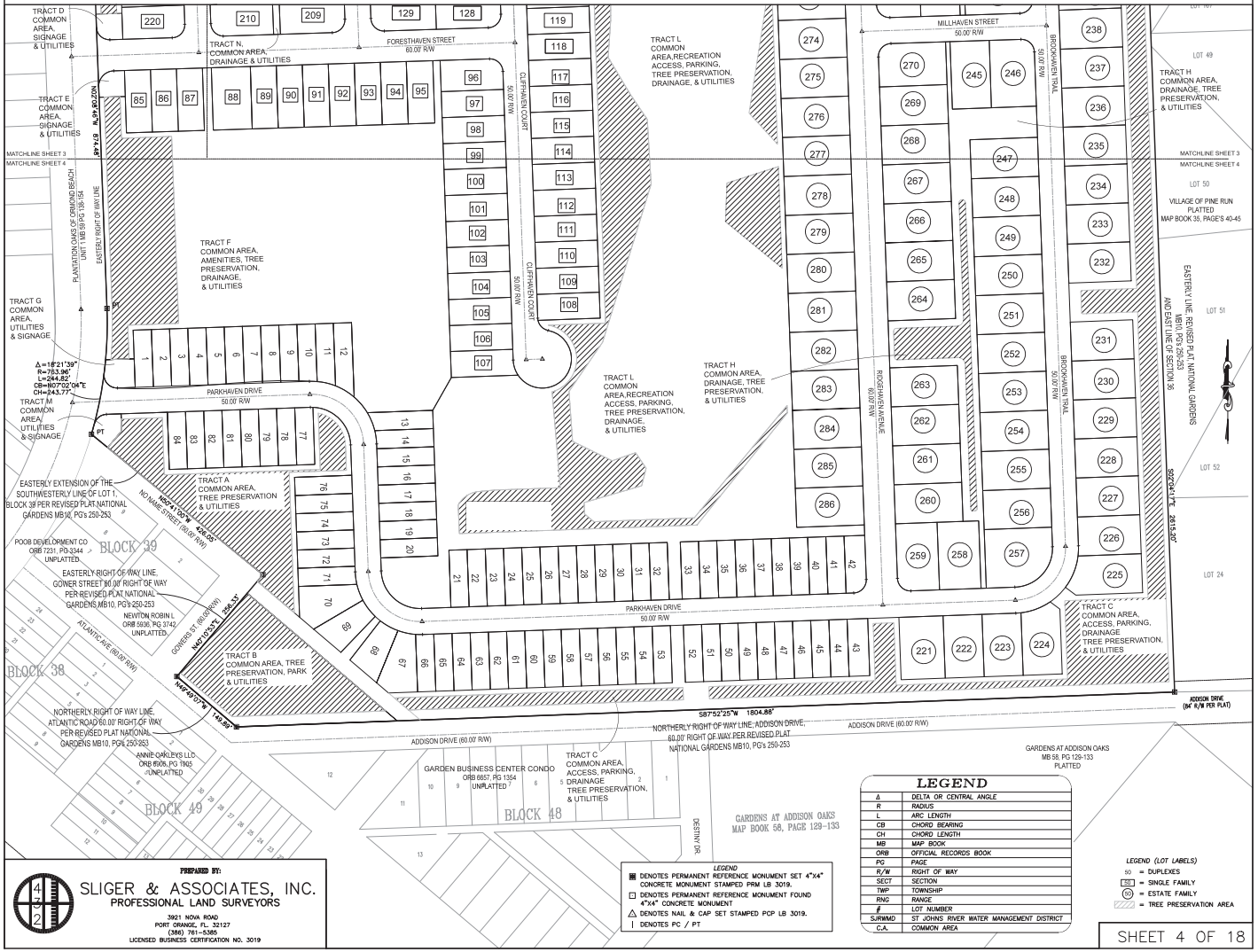
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
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- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (85) = SINGLE FAMILY
- (90) = ESTATE FAMILY
- = TREE PRESERVATION AREA

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SHEET 4 OF 18

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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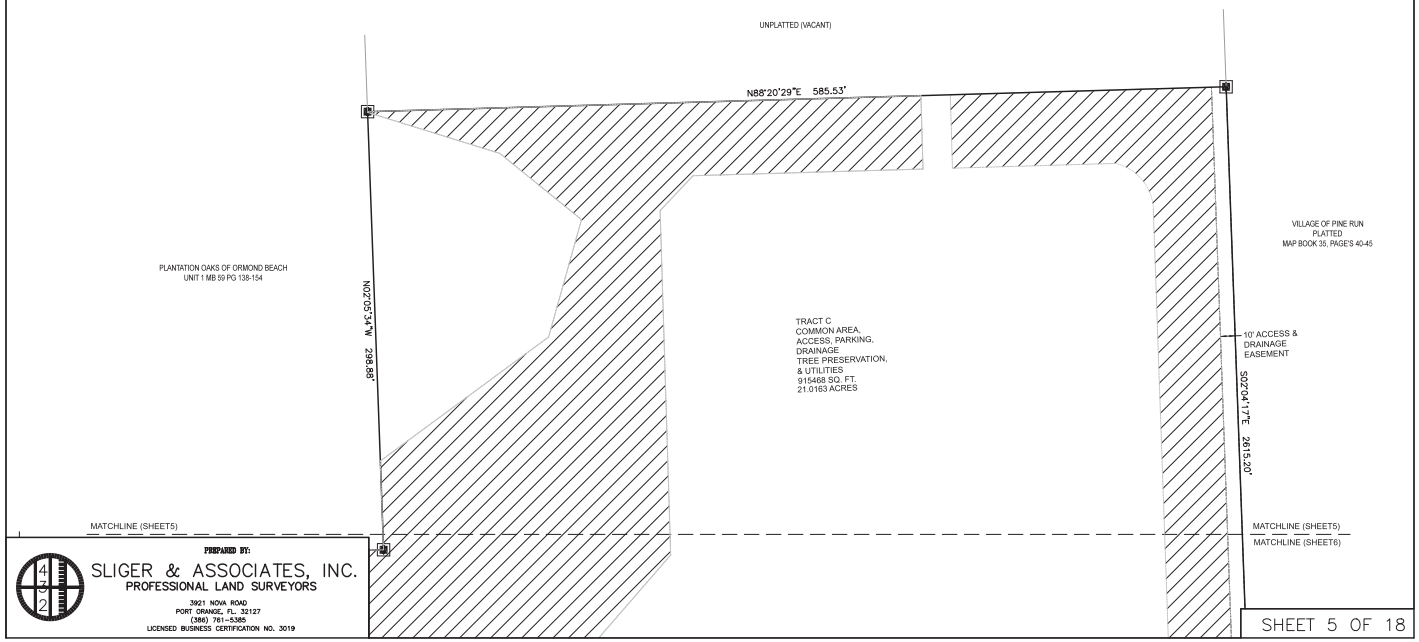
- | DENOTES PC / PT

▨ = TREE PRESERVATION AREA



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SHEET 5 OF 18

RIDGEHAVEN

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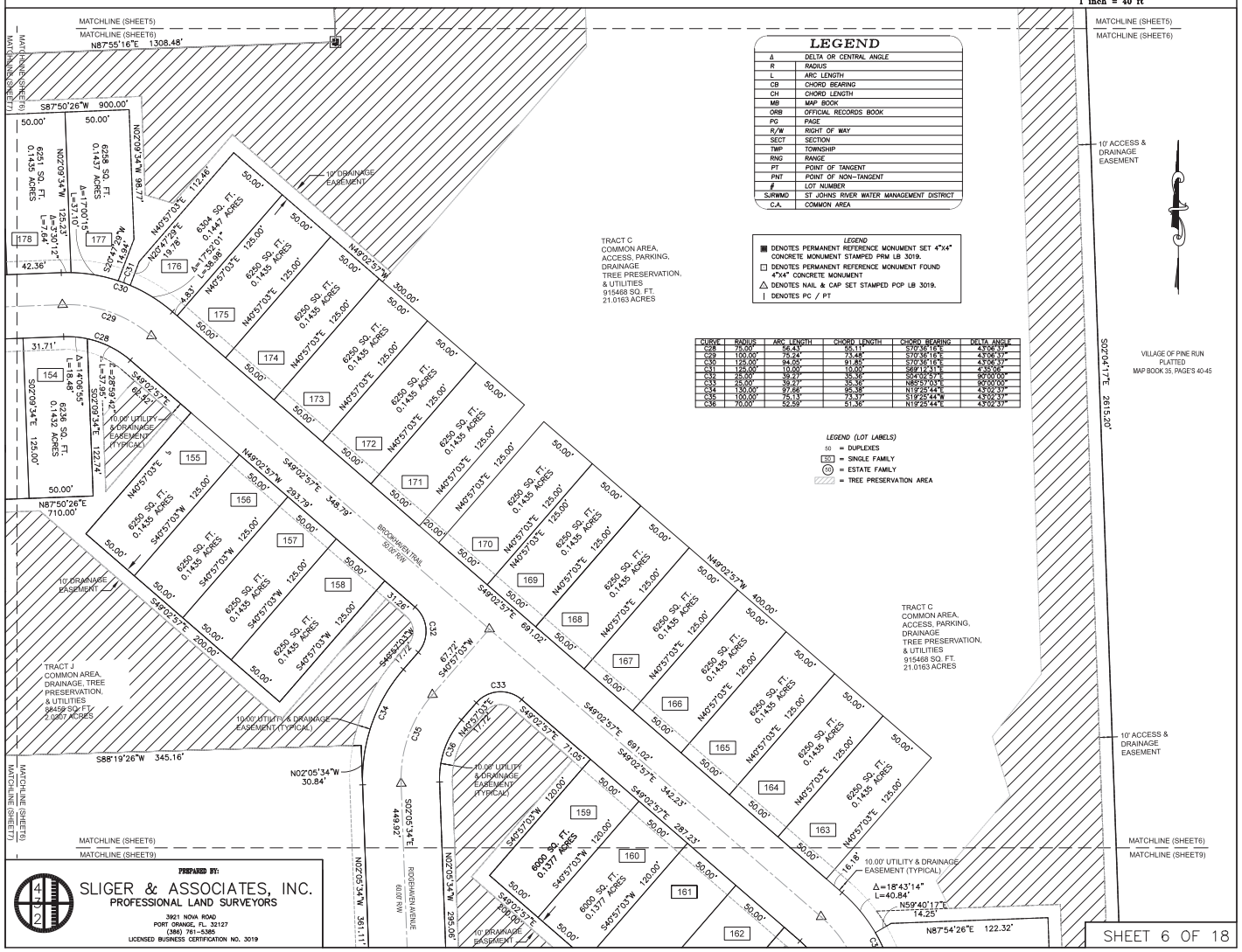
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
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#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

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- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C28	75.00'	56.43'	55.11'	S70°36'16"E	43°06'37"
C29	100.00'	75.24'	73.48'	S70°36'16"E	43°06'37"
C30	125.00'	94.05'	91.85'	S70°36'16"E	43°06'37"
C31	125.00'	10.00'	10.00'	S69°12'31"E	4°35'06"
C32	25.00'	39.27'	35.36'	S44°02'57"E	90°00'00"
C33	25.00'	39.27'	35.36'	N45°57'03"E	90°00'00"
C34	130.00'	97.66'	95.38'	N19°25'44"E	43°02'37"
C35	100.00'	75.13'	73.37'	S19°25'44"W	43°02'37"
C36	70.00'	52.59'	51.36'	N19°25'44"E	43°02'37"

LEGEND (LOT LABELS)

- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- 50 = ESTATE FAMILY
- = TREE PRESERVATION AREA

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SHEET 6 OF 18

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND (LOT LABELS)

50 = DUPLEXES
50 = SINGLE FAMILY
(50) = ESTATE FAMILY
= TREE PRESERVATION AREA

LEGEND

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| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C15	125.00	80.72'	79.32'	N20°37'10"W	36°59'56"
C16	100.00'	64.58'	63.46'	S20°37'10"E	36°59'56"
C17	75.00'	48.43'	47.59'	S20°37'10"E	36°59'56"
C18	25.00'	40.37'	36.19'	N58°48'12"E	92°31'00"
C19	25.00'	54.64'	51.48'	N36°03'47"W	68°03'10"
C20	25.00'	39.32'	35.39'	N47°05'63"W	90°07'23"
C21	25.00'	39.22'	35.32'	N42°54'07"E	89°52'37"
C22	56.00'	250.63'	86.00'	N36°03'26"E	256°26'02"
C23	25.00'	33.30'	30.93'	S53°56'34"E	76°30'02"
C24	56.11'	59.26'	56.54'	S64°18'56"E	60°30'22"
C25	56.00'	17.89'	17.82'	S24°52'43"E	18°18'00"
C26	25.00'	21.78'	21.10'	S40°41'01"E	49°54'57"
C27	25.00'	11.57'	11.47'	S78°54'02"E	26°31'05"

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SHEET 7 OF 18

RIDGEHAVEN

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

50.00'
50.00'
N24°44'07"E 31.37'
N87°55'16"E 1308.48'

10' UTILITY EASEMENT

Δ=26°52'48"
R=1146.00'
L=537.64'
CB=S 11°17'38" W
CH=532.72'

PLANTATION OAKS OF ORMOND BEACH UNIT I MB 59 PG 108-154

Δ=26°52'48"
R=1096.00'
L=514.18'
CB=S11°17'38"W
CH=509.48'

TRACT C
COMMON AREA,
ACCESS, PARKING,
DRAINAGE,
TREE PRESERVATION,
& UTILITIES
915468 SQ. FT.
21.0163 ACRES

N02°08'46"W 20.19'
S87°51'51"W 345.14'

MATCHLINE (SHEET7)
MATCHLINE (SHEET9)

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

MATCHLINE (SHEET8)
MATCHLINE (SHEET11)

N02°08'46"W 985.52'

N87°48'07"E 345.12'

TRACT C
COMMON AREA

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SHEET 8 OF 18

RIDGEHAVEN

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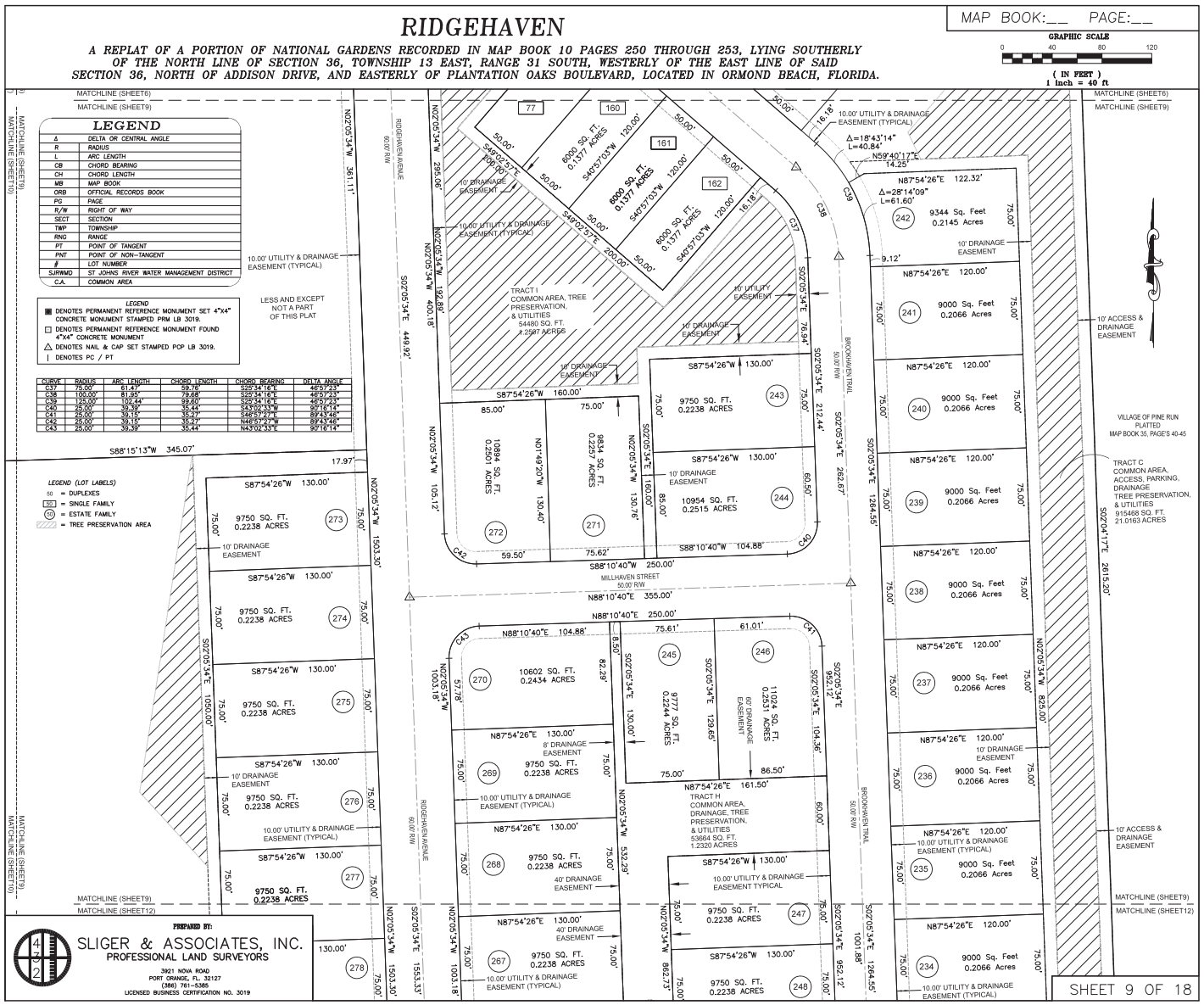

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

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- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C37	75.00'	61.47'	59.76'	S25°54'16"E	46°57'23"
C38	100.00'	81.94'	79.68'	S25°54'16"E	46°57'23"
C39	125.00'	102.44'	99.60'	S25°54'16"E	46°57'23"
C40	25.00'	39.39'	35.44'	S43°02'33"W	90°16'14"
C41	25.00'	39.15'	35.27'	S46°57'27"E	89°43'46"
C42	25.00'	39.15'	35.27'	N46°57'27"W	89°43'46"
C43	25.00'	39.39'	35.44'	N43°02'33"E	90°16'14"

RIDGEHAVEN
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MAP BOOK:__ PAGE:__
SHEET 10 OF 18
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LEGEND
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DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= TREE PRESERVATION AREA
TRACT L COMMON AREA-RECREATION ACCESS PARKING TREE PRESERVATION DRAINAGE & UTILITIES 58,606 SQ. FT. (1.3451 ACRES)
TRACT F COMMON AREA-RECREATION ACCESS PARKING TREE PRESERVATION DRAINAGE & UTILITIES 6,6603 ACRES
TRACT J COMMON AREA-RECREATION ACCESS PARKING TREE PRESERVATION DRAINAGE & UTILITIES 14,3681 ACRES
TRACT N COMMON AREA DRAINAGE & UTILITIES 3397 SQ. FT. 0.0780 ACRES
LESS AND EXCEPT NOT A PART OF THIS PLAT
LEGEND
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
PT POINT OF TANGENT
PNT POINT OF NON-TANGENT
LOT NUMBER
SJRWMD ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET7)
MATCHLINE (SHEET10)
MATCHLINE (SHEET11)
MATCHLINE (SHEET13)
OAKHAVEN AVENUE
50.00' R/W
CLIFFHAVEN COURT
50.00' R/W
FORESTHAVEN STREET
60.00' R/W
PUBLIC ROAD
57,197 SQ. FT.
1.3130 ACRES
NOT PLATTED
10' DRAINAGE EASEMENT
9' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10' DRAINAGE EASEMENT
N87°48'07"E 345.12'
N87°57'49"E 118.43'
N87°57'49"E 125.00'
S87°57'49"W 124.00'
S87°57'49"W 120.00'
S87°57'49"W 125.00'
N87°57'49"E 119.14'
S02°02'11"E 138.62'
S02°02'11"E 71.38'
S02°02'11"E 261.32'
S02°02'11"E 204.98'
S02°02'11"E 722.54'
S02°02'11"E 752.32'
S02°02'11"E 610.00'
N02°02'11"W 827.25'
N02°02'11"W 721.95'
N02°02'11"W 221.00'
N02°02'11"W 165.81'
N02°02'11"W 850.00'
N02°02'11"W 555.24'
N02°02'11"W 831.06'
N02°02'11"W 610.05'
N02°02'11"W 400.00'
N02°06'23"W 221.15'
S88°10'40"W 727.70'
S88°10'40"W 852.81'
N88°10'40"E 852.81'
N88°10'40"E 426.00'
N88°10'40"E 300.00'
N88°10'40"E 200.00'
S88°10'40"W 95.09'
S88°18'23"W 345.14'
S39°07'08"E 62.78'
S39°07'08"E 57.66'
N39°07'08"W 62.78'
N39°07'08"W 57.66'
Δ=18°51'15" L=23.82' R=72.00'
Δ=18°51'15" L=24.72' R=75.00'
Δ=20°19'38" L=44.35' R=125.00'
Δ=19°45'19" L=46.45' R=135.00'
Δ=16°05'55" L=15.73' R=56.00'
Δ=7°22'10" L=77.61' R=603.00'
Δ=2°44'35" L=28.70' R=600.00'
Δ=0°13'47" L=2.40' R=600.00'
99.57'
99.91'
99.91'
100.09'
97.09'
19.02'
35.96'
61.32'
61.36'
36.74'
38.49'
63.86'
39.24'
26.58'
34.64'
6.58'
22.63'
13.00'
14.00'
14.07'
6000 Sq. Feet 0.1377 Acres
6250 Sq. Feet 0.1435 Acres
5923 SQ. FT. 0.1360 ACRES
7199 SQ. FT. 0.1653 ACRES
6,556 SQ. FT. 0.1324 ACRES
7566 SQ. FT. 0.1737 ACRES
7821 Sq. Feet 0.1795 Acres
7877 Sq. Feet 0.1808 Acres
6221 Sq. Feet 0.1428 Acres
7040 SQ. FT. 0.1616 ACRES
6111 Sq. Feet 0.1403 Acres
7075 Sq. Feet 0.1624 Acres
9000 Sq. Feet 0.2066 Acres
6180 Sq. Feet 0.1405 Acres
8045 Sq. Feet 0.1847 Acres
6000.0 SQ. FT. 0.1377 ACRES
6000 SQ. FT. 0.1377 ACRES
6000.0 SQ. FT. 0.1377 ACRES
6000.0 SQ. FT. 0.1377 ACRES
6000.0

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD LOCATED, IN ORMOND BEACH, FLORIDA.

MAP BOOK:__ PAGE:__

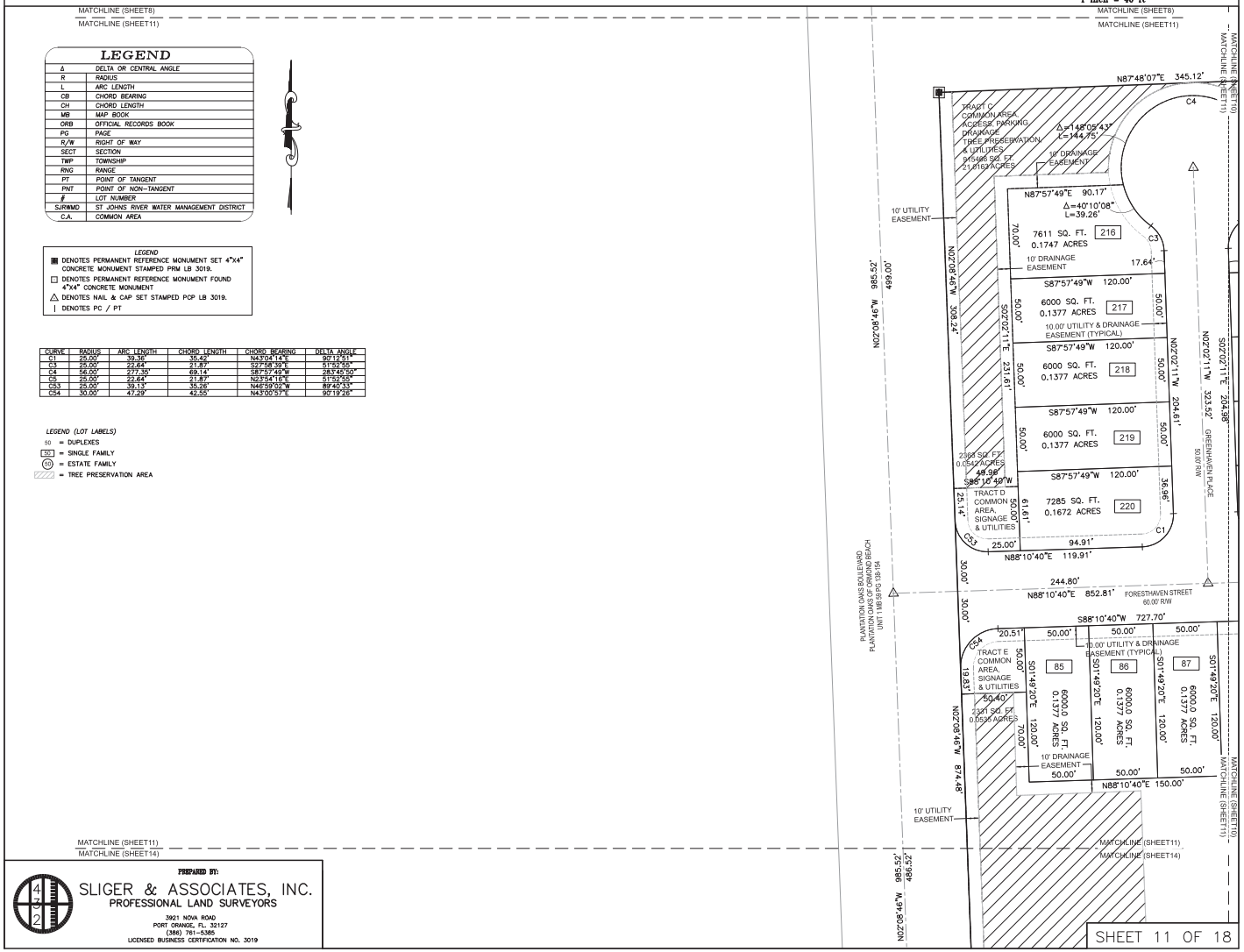
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.36'	35.42'	N43°04'14"E	90°13'51"
C3	25.00'	22.64'	21.87'	S27°58'39"E	51°52'55"
C4	56.00'	277.35'	69.14'	S87°57'49"W	283°45'50"
C5	25.00'	22.64'	21.87'	N23°54'16"E	51°52'55"
C53	25.00'	39.13'	35.26'	N46°59'02"W	89°40'33"
C54	30.00'	47.29'	42.55'	N43°00'57"E	90°19'26"

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- 50 = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA



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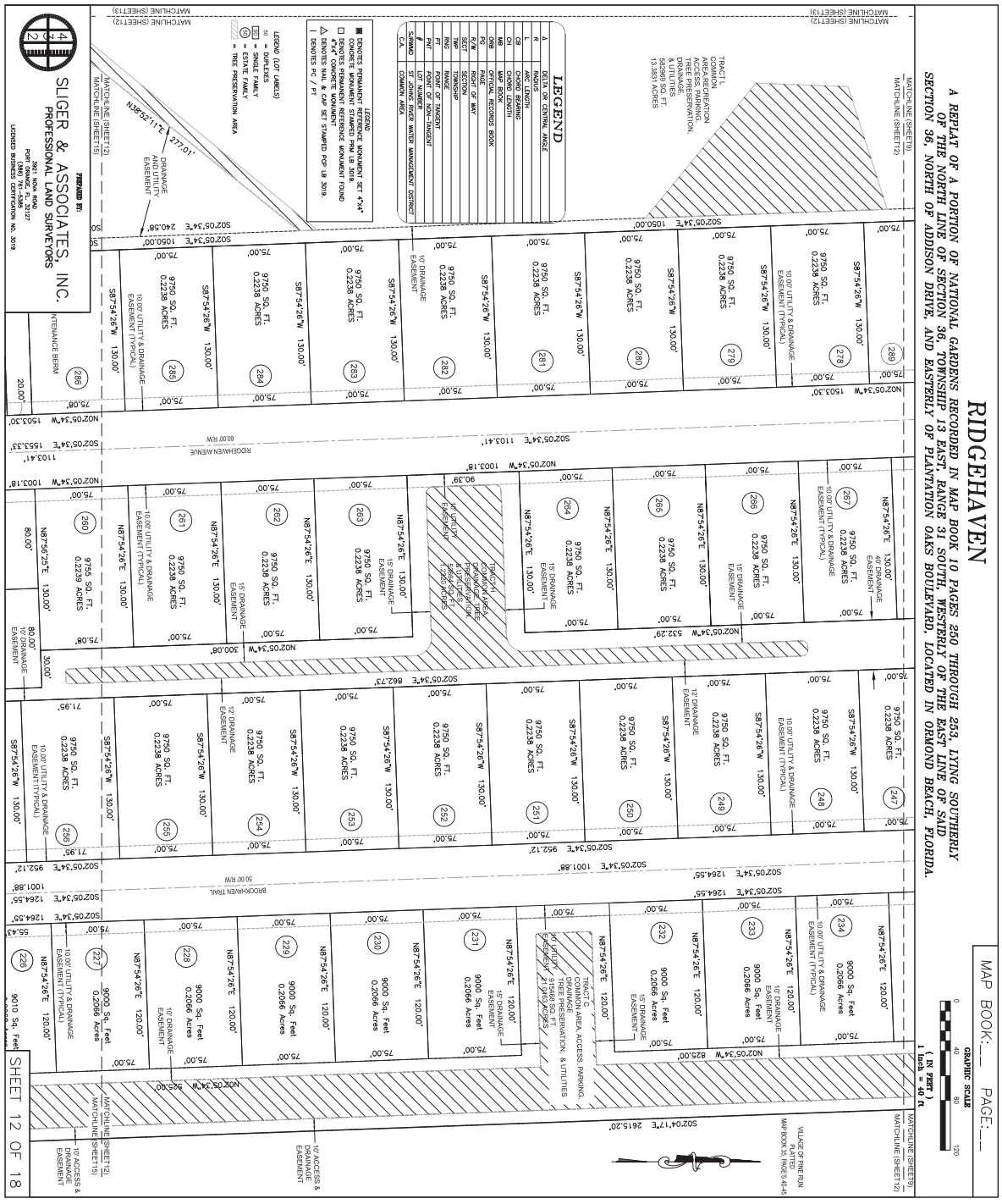
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5365
LICENSED BUSINESS CERTIFICATION NO. 3019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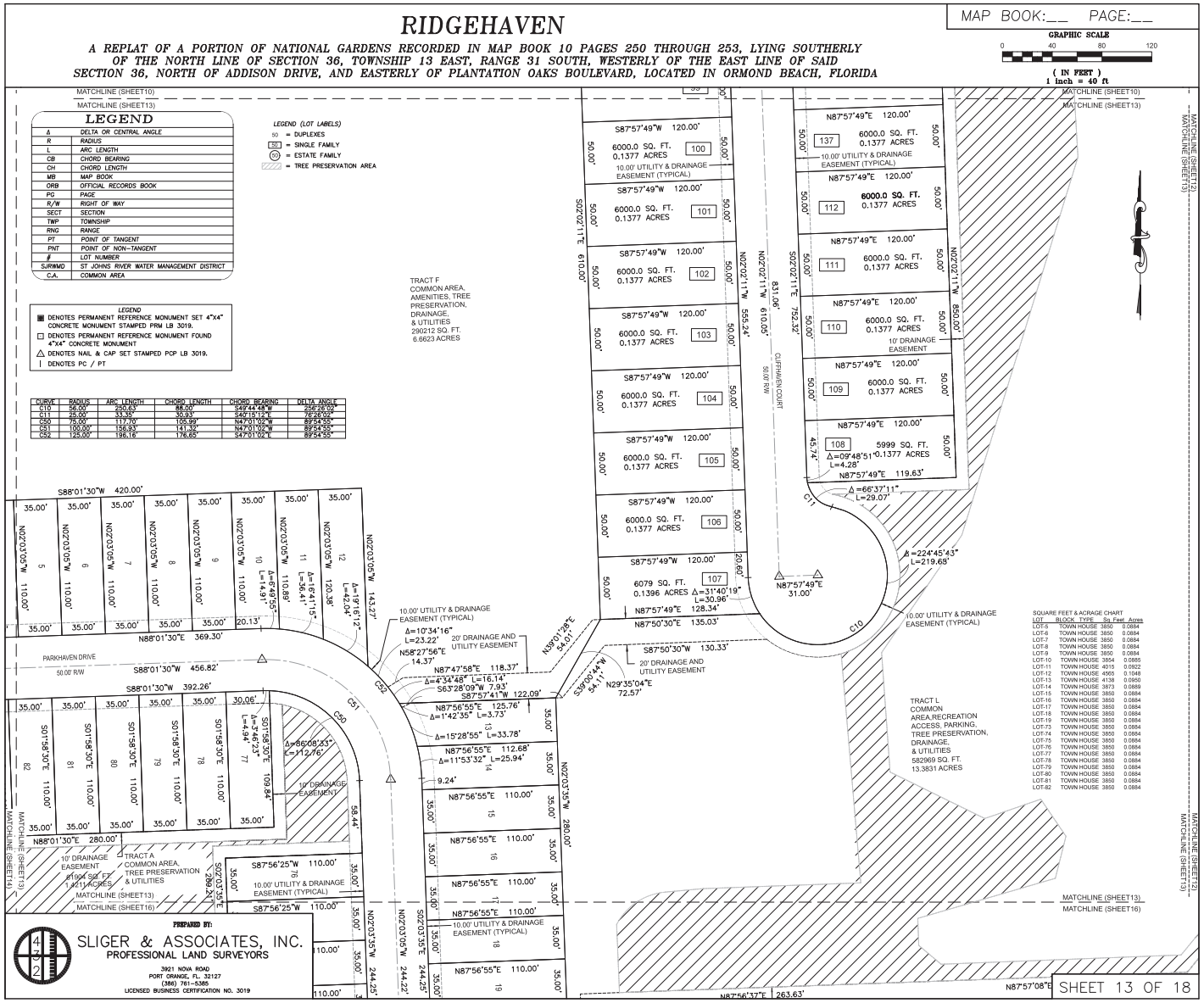
MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
LEGEND
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
SHEET 12 OF 18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MAP BOOK:__ PAGE:__
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
MATCHLINE (SHEET10)
MATCHLINE (SHEET13)
LEGEND
Δ DELTA OR CENTRAL ANGLE
R RADIUS
L ARC LENGTH
CB CHORD BEARING
CH CHORD LENGTH
MB MAP BOOK
ORB OFFICIAL RECORDS BOOK
PG PAGE
R/W RIGHT OF WAY
SECT SECTION
TWP TOWNSHIP
RNG RANGE
PT POINT OF TANGENT
PNT POINT OF NON-TANGENT
LOT NUMBER
SJRWMD ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A. COMMON AREA
LEGEND (LOT LABELS)
= DUPLEXES
= SINGLE FAMILY
= ESTATE FAMILY
= TREE PRESERVATION AREA
LEGEND
DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
DENOTES PC / PT
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C10 56.00' 250.63' 88.00' S49°44'48"W 256°26'02"
C11 25.00' 33.35' 30.93' S40°15'12"E 76°26'02"
C50 75.00' 117.70' 105.99' N47°01'02"W 89°54'55"
C51 100.00' 156.93' 141.32' N47°01'02"W 89°54'55"
C52 125.00' 196.16' 176.65' S47°01'02"E 89°54'55"
TRACT F COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, & UTILITIES 290212 SQ. FT. 6.6623 ACRES
TRACT L COMMON AREA,RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES 582969 SQ. FT. 13.3831 ACRES
TRACT A COMMON AREA, TREE PRESERVATION & UTILITIES 81904 SQ. FT. 1.4211 ACRES
PARKHAVEN DRIVE 50.00' R/W
CLIFFHAVEN COURT 50.00' R/W
6000.0 SQ. FT. 0.1377 ACRES
6079 SQ. FT. 0.1396 ACRES
5999 SQ. FT. 0.1377 ACRES
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
20' DRAINAGE AND UTILITY EASEMENT
10' DRAINAGE EASEMENT
SQUARE FEET & ACRAGE CHART
LOT BLOCK TYPE Sq. Feet Acres
LOT-5 TOWN HOUSE 3850 0.0884
LOT-6 TOWN HOUSE 3850 0.0884
LOT-7 TOWN HOUSE 3850 0.0884
LOT-8 TOWN HOUSE 3850 0.0884
LOT-9 TOWN HOUSE 3850 0.0884
LOT-10 TOWN HOUSE 3854 0.0885
LOT-11 TOWN HOUSE 4015 0.0922
LOT-12 TOWN HOUSE 4565 0.1048
LOT-13 TOWN HOUSE 4138 0.0950
LOT-14 TOWN HOUSE 3873 0.0889
LOT-15 TOWN HOUSE 3850 0.0884
LOT-16 TOWN HOUSE 3850 0.0884
LOT-17 TOWN HOUSE 3850 0.0884
LOT-18 TOWN HOUSE 3850 0.0884
LOT-19 TOWN HOUSE 3850 0.0884
LOT-73 TOWN HOUSE 3850 0.0884
LOT-74 TOWN HOUSE 3850 0.0884
LOT-75 TOWN HOUSE 3850 0.0884
LOT-76 TOWN HOUSE 3850 0.0884
LOT-77 TOWN HOUSE 3850 0.0884
LOT-78 TOWN HOUSE 3850 0.0884
LOT-79 TOWN HOUSE 3850 0.0884
LOT-80 TOWN HOUSE 3850 0.0884
LOT-81 TOWN HOUSE 3850 0.0884
LOT-82 TOWN HOUSE 3850 0.0884
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(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019
SHEET 13 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

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GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND

- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

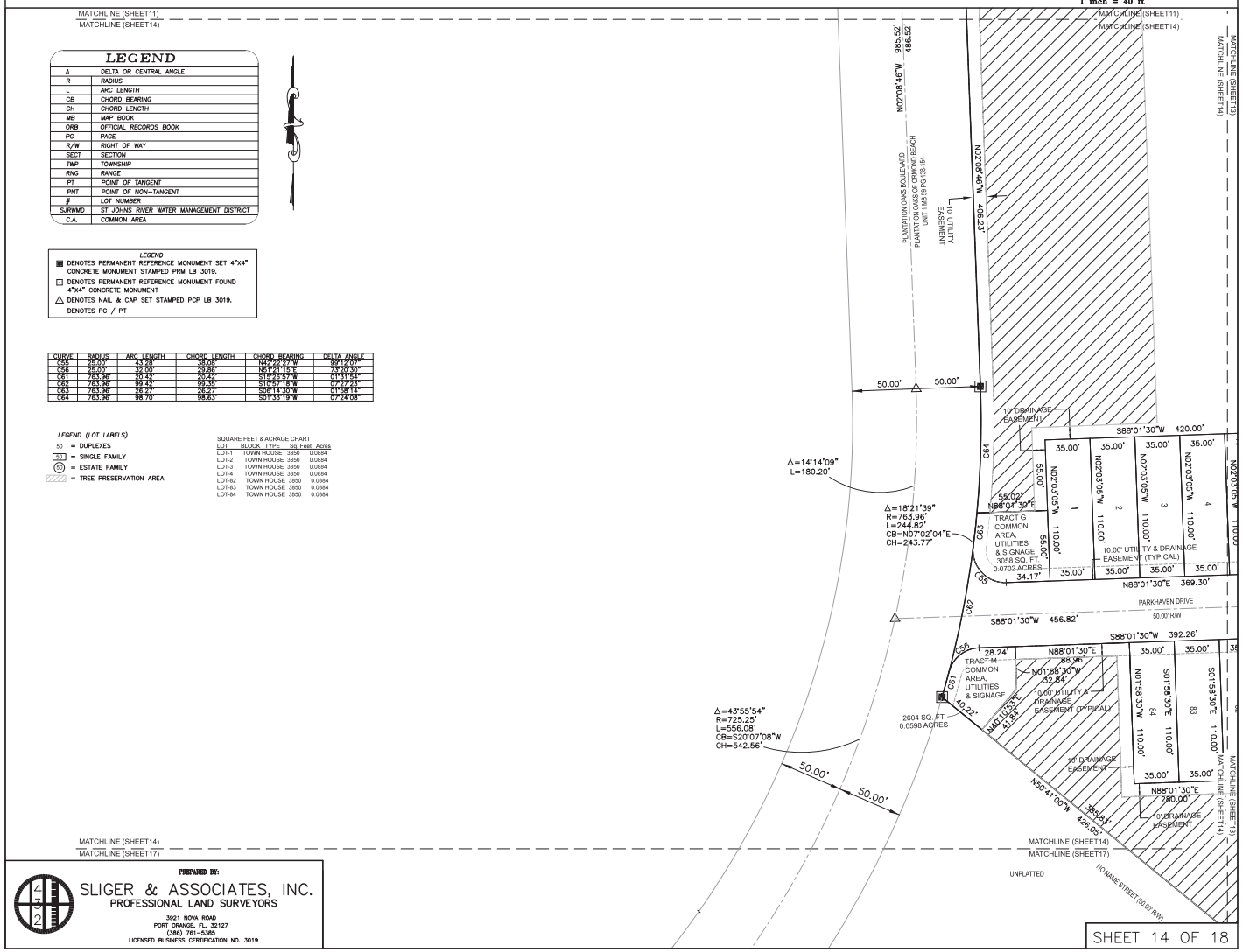
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C55	25.00'	43.28'	38.08'	N42°22'27"W	99°12'07"
C56	25.00'	32.00'	29.86'	N51°21'15"E	73°20'30"
C61	763.96'	20.42'	20.42'	S15°26'57"W	01°31'54"
C62	763.96'	99.42'	99.35'	S10°57'18"W	07°27'23"
C63	763.96'	26.27'	26.27'	S06°14'30"W	01°58'14"
C64	763.96'	98.70'	98.63'	S01°33'19"W	07°24'08"

LEGEND (LOT LABELS)

- 50 = DUPLEXES
- 50 = SINGLE FAMILY
- 50 = ESTATE FAMILY
- = TREE PRESERVATION AREA

SQUARE FEET & ACRAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-1	TOWN HOUSE	3850	0.0884	
LOT-2	TOWN HOUSE	3850	0.0884	
LOT-3	TOWN HOUSE	3850	0.0884	
LOT-4	TOWN HOUSE	3850	0.0884	
LOT-82	TOWN HOUSE	3850	0.0884	
LOT-83	TOWN HOUSE	3850	0.0884	
LOT-84	TOWN HOUSE	3850	0.0884	



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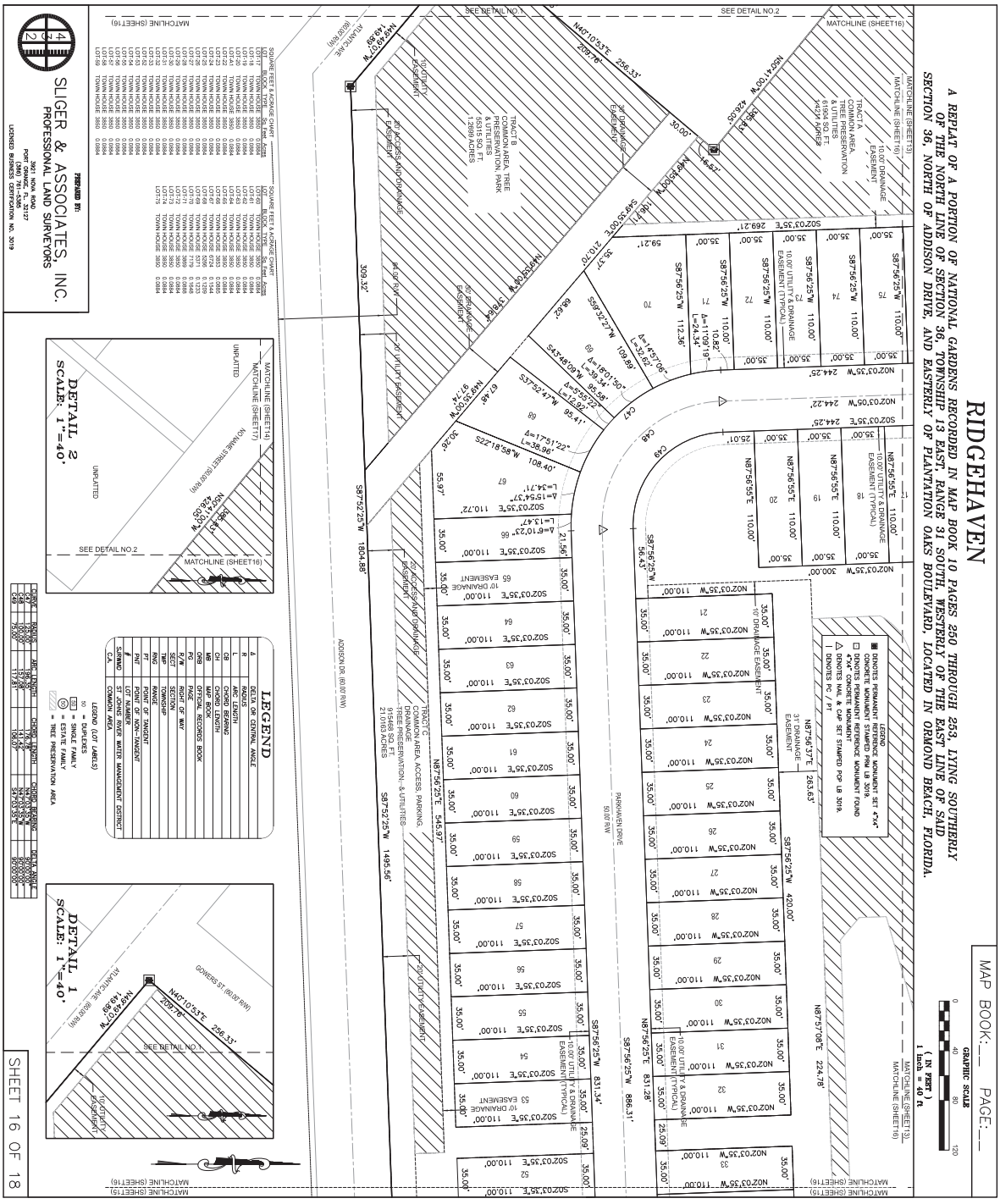
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
0 40 80 120

MATCHLINE (SHEET 12)
MATCHLINE (SHEET 15)
MATCHLINE (SHEET 16)
TRACT C COMMON AREA RECREATION ACCESS, DRAINAGE, TREE PRESERVATION & UTILITIES
DRAINAGE AND UTILITY EASEMENT
999989 SQ. FT. 13.3831 ACRES
9755 SQ. FT. 0.2239 ACRES
10' MAINTENANCE BERM
20' UTILITY & DRAINAGE EASEMENT
PARKHAVEN DRIVE 50.00' R/W
RIDGEHAVEN AVENUE 60.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
ADDISON DR. (60.00' R/W)
20' ACCESS AND DRAINAGE EASEMENT
20' UTILITY EASEMENT
10' ACCESS & DRAINAGE EASEMENT
10' UTILITY & DRAINAGE EASEMENT (TYPICAL)
10' DRAINAGE EASEMENT
VILLAGE OF PINE RUN PLATTED MAP BOOK 59 PAGES 40-48
GARDENS AT ADDISON OAKS MB 66, PG 129-133 PLATTED
S87°52'25"W 1804.88'
S87°52'25"W 1495.46'
S87°52'25"W 1495.56'
S87°56'25"W 1141.25'
S87°56'25"W 831.34'
N87°56'25"E 831.28'
N87°56'25"E 354.68'
N87°56'25"E 354.71'
N87°56'25"E 217.01'
S87°56'25"W 254.94'
S87°56'25"W 199.97'
S87°56'25"W 199.91'
N87°56'25"E 309.85'
S87°54'26"W 130.00'
N87°54'26"E 121.54'
N87°54'26"E 128.56'
N87°54'26"E 120.00'
S87°00'37"E 25.00'
S04°04'47"E 140.22'
S04°04'17"E 2615.20'
N00°03'35"W 535.00'
N00°03'35"W 110.00'
S02°03'35"E 110.00'
S02°05'34"E 1050.00'
S02°05'34"E 240.58'
S02°05'34"E 85.00'
N00°05'34"W 1503.33'
S02°05'34"E 1553.33'
N02°05'34"W 1003.18'
N02°05'34"W 105.01'
N00°05'34"W 130.00'
S02°05'34"E 952.12'
S02°05'34"E 1264.55'
S02°03'35"E 124.61'
S02°03'35"E 120.37'
S02°03'35"E 120.00'
S02°03'35"E 84.85'
S02°03'35"E 39.74'
S02°03'35"E 39.71'
S02°03'35"E 14.78'
S02°03'35"E 20.00'
S02°03'35"E 20.41'
S02°03'35"E 55.43'
S02°03'35"E 75.00'
S02°03'35"E 65.08'
S02°03'35"E 75.00'
S02°03'35"E 75.00'
S02°03'35"E 75.00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MAP BOOK:___ PAGE:___
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LEGEND
DETAIL 1
SCALE: 1"=40'
DETAIL 2
SCALE: 1"=40'
SHEET 16 OF 18

RIDGEHAVEN

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MAP BOOK:__ PAGE:__

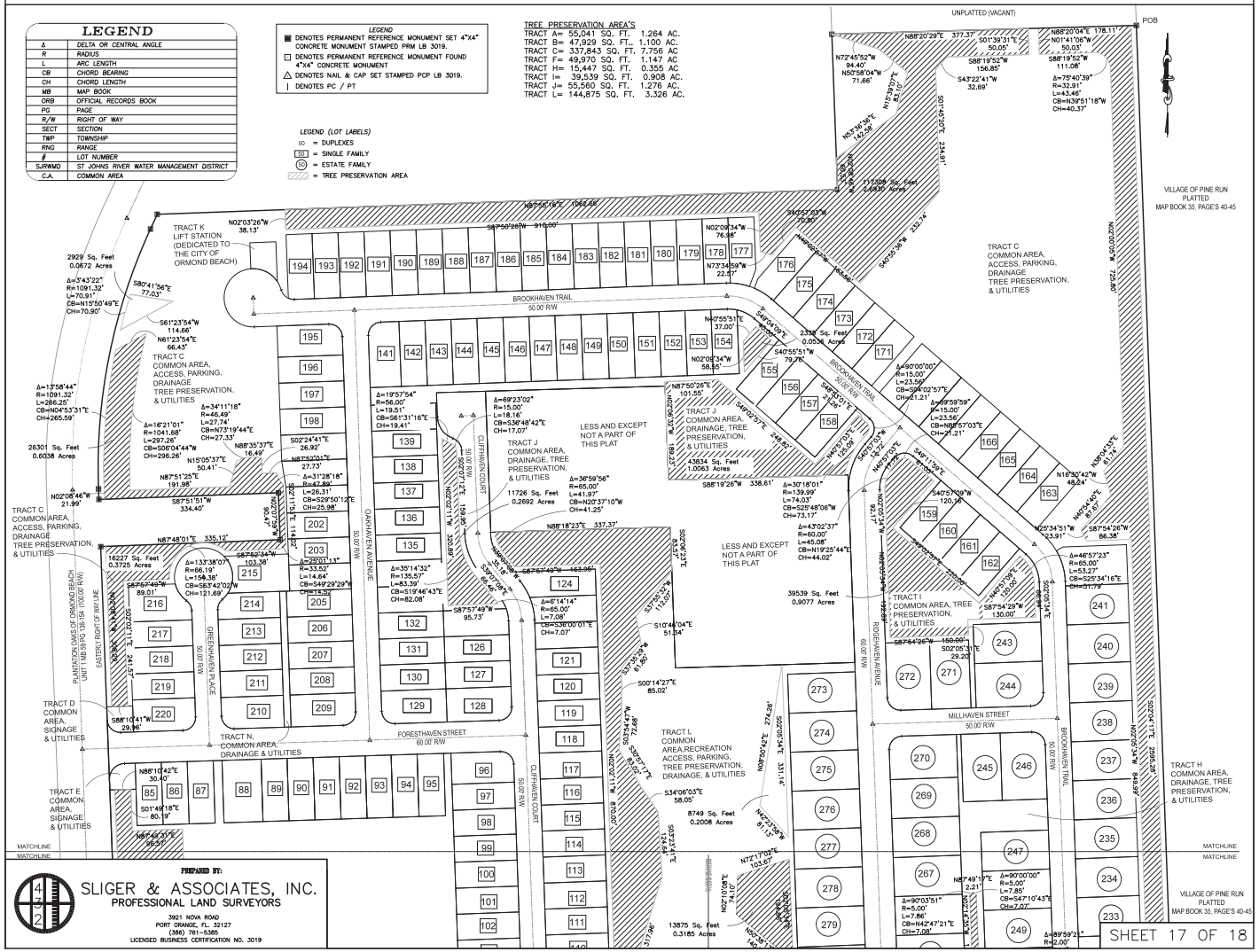
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (50) = SINGLE FAMILY
- (E) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

TREE PRESERVATION AREA'S
TRACT A= 55,041 SQ. FT. 1.264 AC.
TRACT B= 47,929 SQ. FT.. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.



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SHEET 17 OF 18

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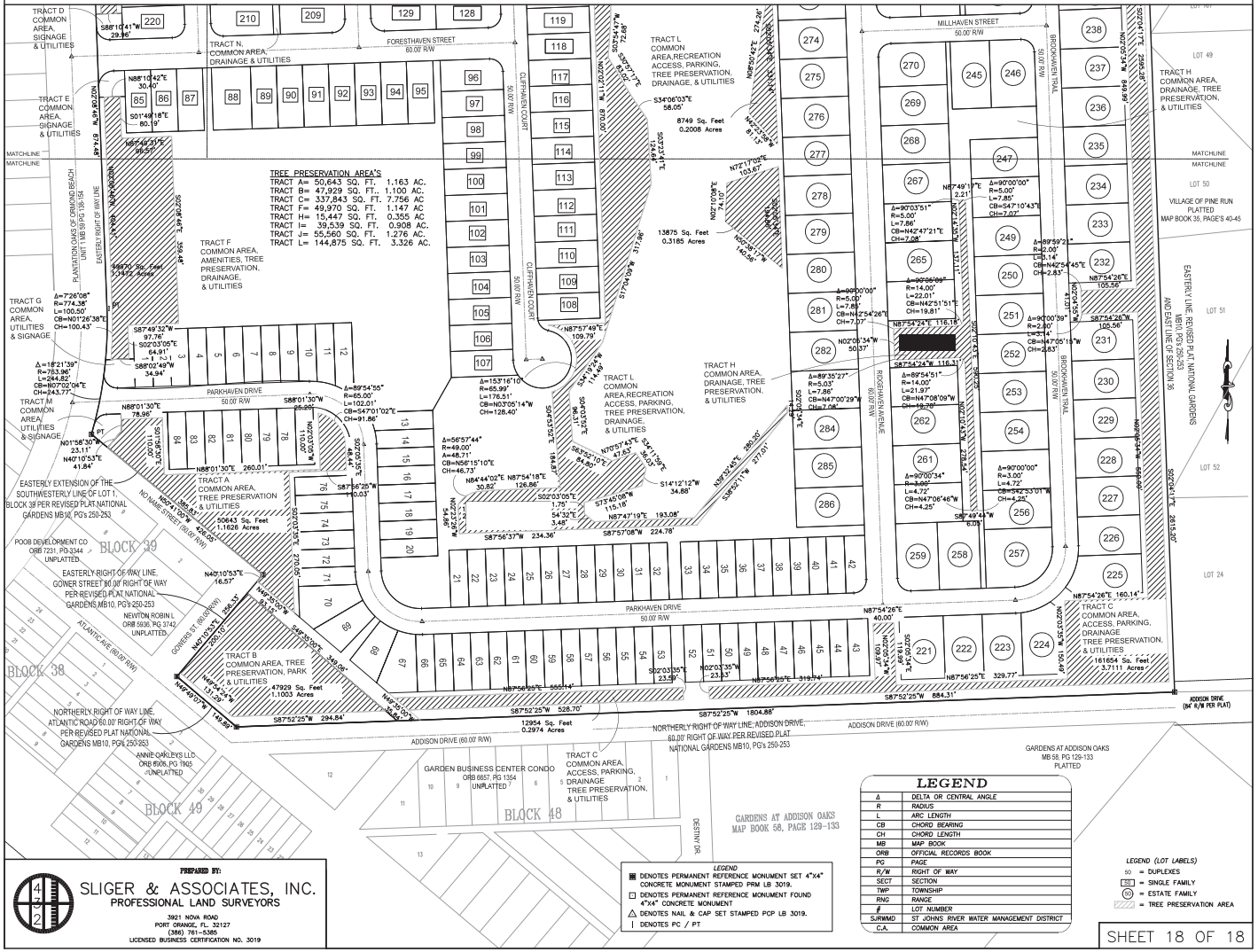
MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
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- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (85) = SINGLE FAMILY
- (90) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

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SHEET 18 OF 18

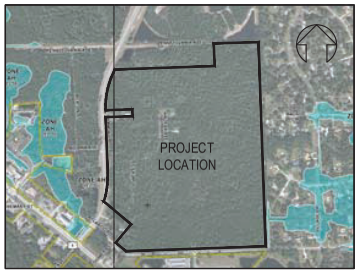
RidgeHaven

PRELIMINARY PLAT & CONSTRUCTION PLANS

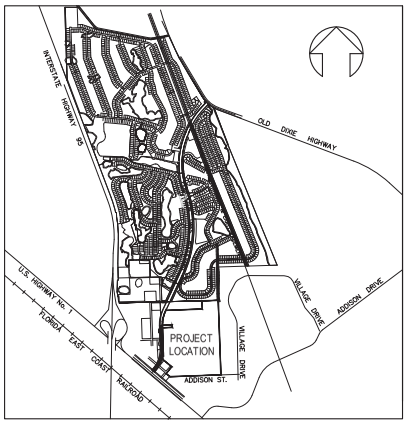
ORMOND BEACH, FLORIDA

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 10" 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 & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 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 SEEDED AND MULCHED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-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. PROJECT TO BE BUILT IN ONE PHASE.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE 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 "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" 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 FDOT 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. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.
18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.
19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.
20.) EXCEPT WITHIN THE EXISTING FPL 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.) 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.



FLOOD MAP
F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP

Map Unit Symbol	Map Unit Name	Percent of AOI
6	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....0'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:

TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:

NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA - WETLAND AREA (TO REMAIN),
103.45 AC - 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 24, 27, 28, 29, 30, 31, 32, 33 AND 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 34, 35 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 200 THROUGH 203, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S01°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2615.05 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF ADDISON DRIVE, 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'31"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1934.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°04'17"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1320.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'31"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2194.33 FEET TO THE EASTERLY EXTENSION OF THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N01°04'17"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 428.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION DRIVE, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTHWESTERLY, ALONG A CHORD BEARING NORTHWESTERLY, ALONG A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 21°39' AND A CHORD BEARING OF N20°02'34"E, THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 284.82 FEET TO THE POINT OF TANGENCY; THENCE N30°52'34"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 1320.00 FEET TO THE BEGINNING OF A TANGENT CURVE; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 3, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, THENCE N07°34'10"E ALONG SAID EASTERLY LINE, 845.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 3, THENCE N03°01'58"W ALONG THE EASTERLY LINE OF LOT 2, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, THENCE N07°34'10"E ALONG THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3, THENCE N03°01'58"W ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 804.69 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 2, THENCE S87°53'31"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 1320.00 FEET TO THE MONUMENTED NORTHWEST CORNER OF SAID LOT 2, BEING ALSO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1080.00 FEET, A CENTRAL ANGLE OF 28°52'46" AND A CHORD BEARING N11°17'26"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.19 FEET TO THE POINT OF TANGENCY; THENCE N25°49'53"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 51.27 FEET TO THE SOUTHERLY LINE OF TRACT "K", SAID PLANTATION OAKS OF ORMOND BEACH - UNIT 1, RECORDED ON MAY BOOK 59, PAGES 138-194; THENCE N87°53'10"E ALONG SAID SOUTHERLY LINE, 1324.68 FEET TO THE EASTERLY LINE OF SAID TRACT "K" AS NOW MONUMENTED; THENCE N03°03'34"W ALONG SAID MONUMENTED EASTERLY LINE, 288.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 35; THENCE N89°26'26"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 5, 6, 7, AND 8, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N89°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S03°04'33"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 23; THENCE N89°18'26"E, 345.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 23; THENCE S03°04'33"E, 845.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N03°03'27"W, 271.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, BLOCK 23; THENCE S89°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N03°01'12"W, 271.44 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY / TOPOGRAPHIC SURVEY
S2-3	TREE SURVEY
S3-S18	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-6	DEMOLITION/WETLAND/EROSION CONTROL PLAN
7-10A	HORIZONTAL CONTROL PLAN
11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
38-39	REUSE WATER SYSTEM DETAILS
40-41	LIFT STATION DETAILS
42	AMENITY CENTER - SITE PLAN
43	AMENITY CENTER - CIVIL PLAN
44	AMENITY CENTER - UTILITY PLAN
L8.0-L8.7	AMENITY & ENTRANCE LANDSCAPE PLAN
L8.8-L8.9	AMENITY & ENTRANCE LANDSCAPE DETAILS
IRR.1-IRR.2	AMENITY & ENTRANCE IRRIGATION PLAN
L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-2	LANDSCAPE INFORMATION SHEET
IRR.3	IRRIGATION DETAILS
I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

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CERTIFICATE OF AUTHORIZATION NO. 00003910

PROJECT NAME

RidgeHaven

PROJECT DESCRIPTION

SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER

RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER

SUBDIVISION DESIGNER ENGINEER & LANDSCAPE ARCHITECT

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PARKER MYNCHENBERG, P.E. #32645, L.A.#1553
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SURVEYOR

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PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT

LASSITER TRANSPORTATION GROUP
R. SANS LASSITER, PRESIDENT
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(386) 257-2571 FAX (386) 257-6996
EMAIL: rlassiter@lassitertransportation.com

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COREY D. BROWN, ESQ.
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ENVIRONMENTAL CONSULTANT

BILL GRIFFY
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, #130
LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

LAND USE TABULATION

TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 - 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

NO.	DATE	DESCRIPTION	BY
1	10-30-22	REVISED	MRB
2	12-12-22	REVISED	MRB
3	01-17-23	REVISED	MRB
4	02-16-23	REVISED	MRB
5		REVISIONS	

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RidgeHaven
ORMOND BEACH * FLORIDA
COVER SHEET

1
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70

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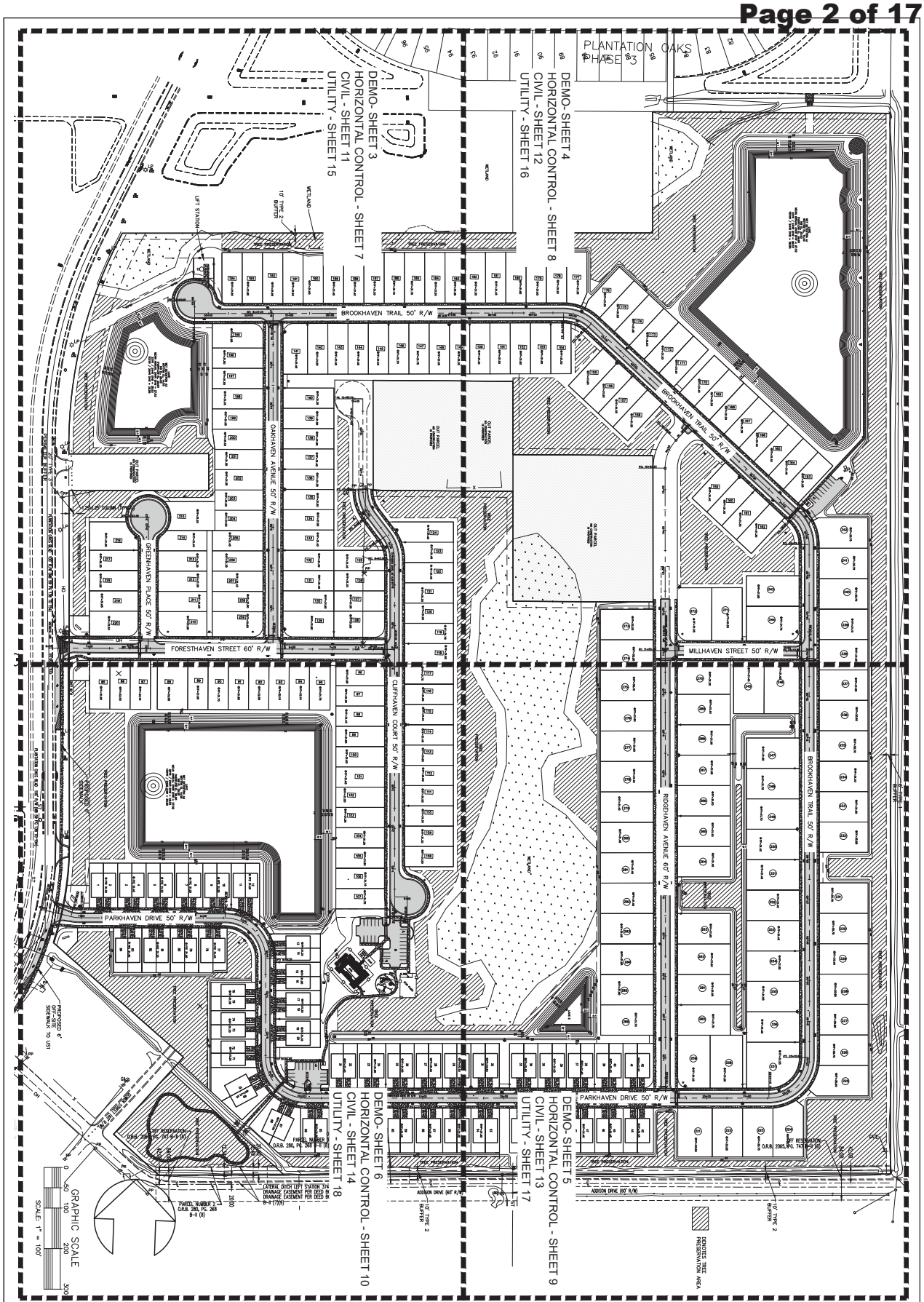

RidgeHaven
ORMOND BEACH * FLORIDA

OVERALL PLAN / KEY MAP

Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 2

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NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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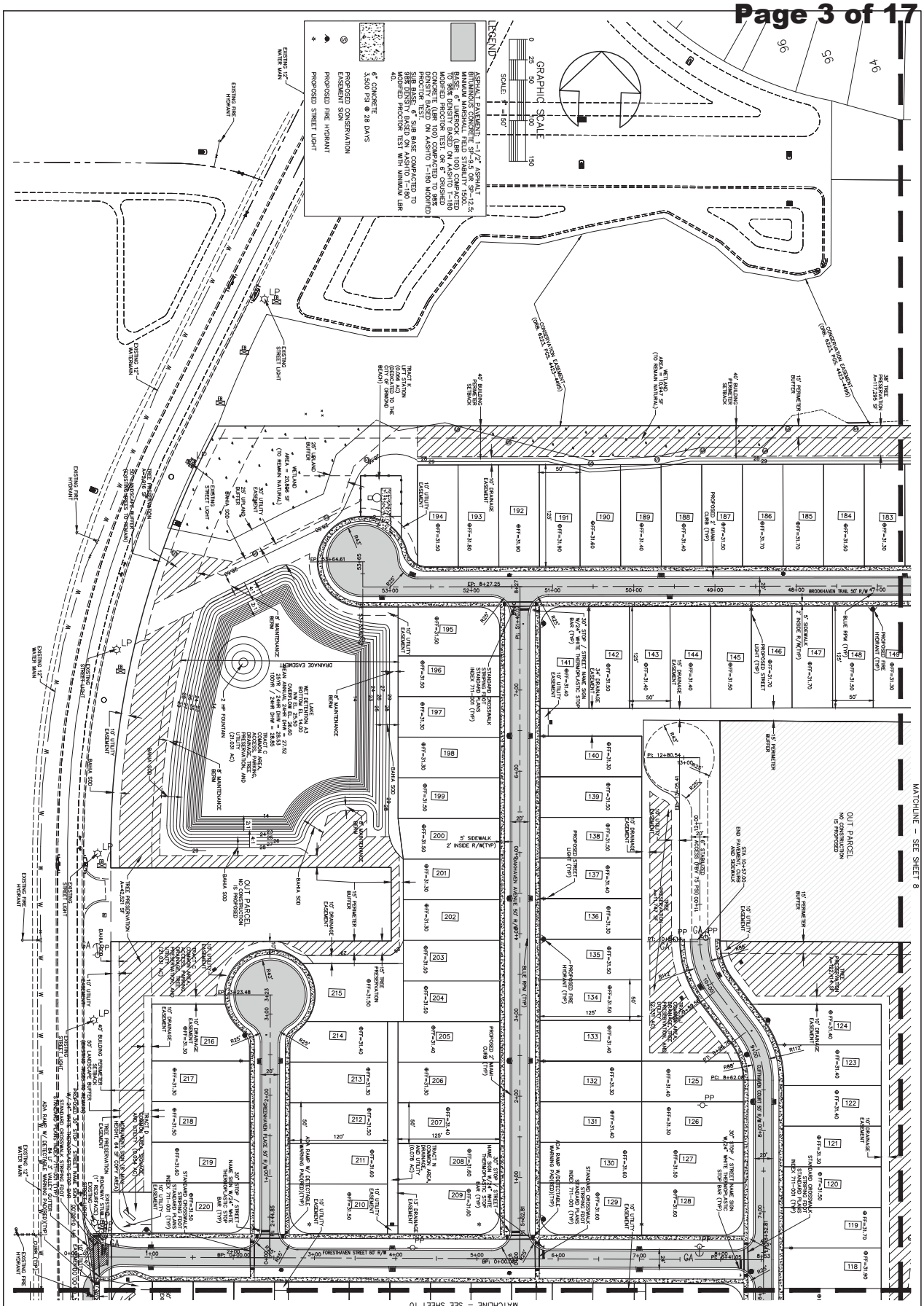
LEGEND
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
6" CONCRETE 3,500 PSI @ 28 DAYS
ASPHALT PAVEMENT 1" TYPE SP-9.5 ASPHALTIC CONCRETE OVER 2" TYPE SP-12.5 ASPHALTIC CONCRETE (1.5" OVER 2" FOR COLLECTOR) OVER 6" LIMEROCK BASE (LBR 100) MINIMUM MARSHALL FIELD STABILITY 1500. OVER 12" STABILIZED SUB BASE (LBR 40) COMPACTED TO 98% MODIFIED PROCTOR TEST OR 6" CRUSHED CONCRETE BASE (LBR 100) COMPACTED TO 98% MODIFIED PROCTOR TEST ON AASHTO T-180 MODIFIED PROCTOR TEST. OR 6" CRUSHED CONCRETE BASE (LBR 100) COMPACTED TO 98% MODIFIED PROCTOR TEST. OVER 12" STABILIZED SUB BASE 6" SUB BASE COMPACTED TO 98% MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
GRAPHIC SCALE
SCALE: 1" = 50'
RidgeHaven
ORMOND BEACH * FLORIDA
HORIZONTAL CONTROL PLAN
PARKER MYNCHENBERG & ASSOCIATES, INC.
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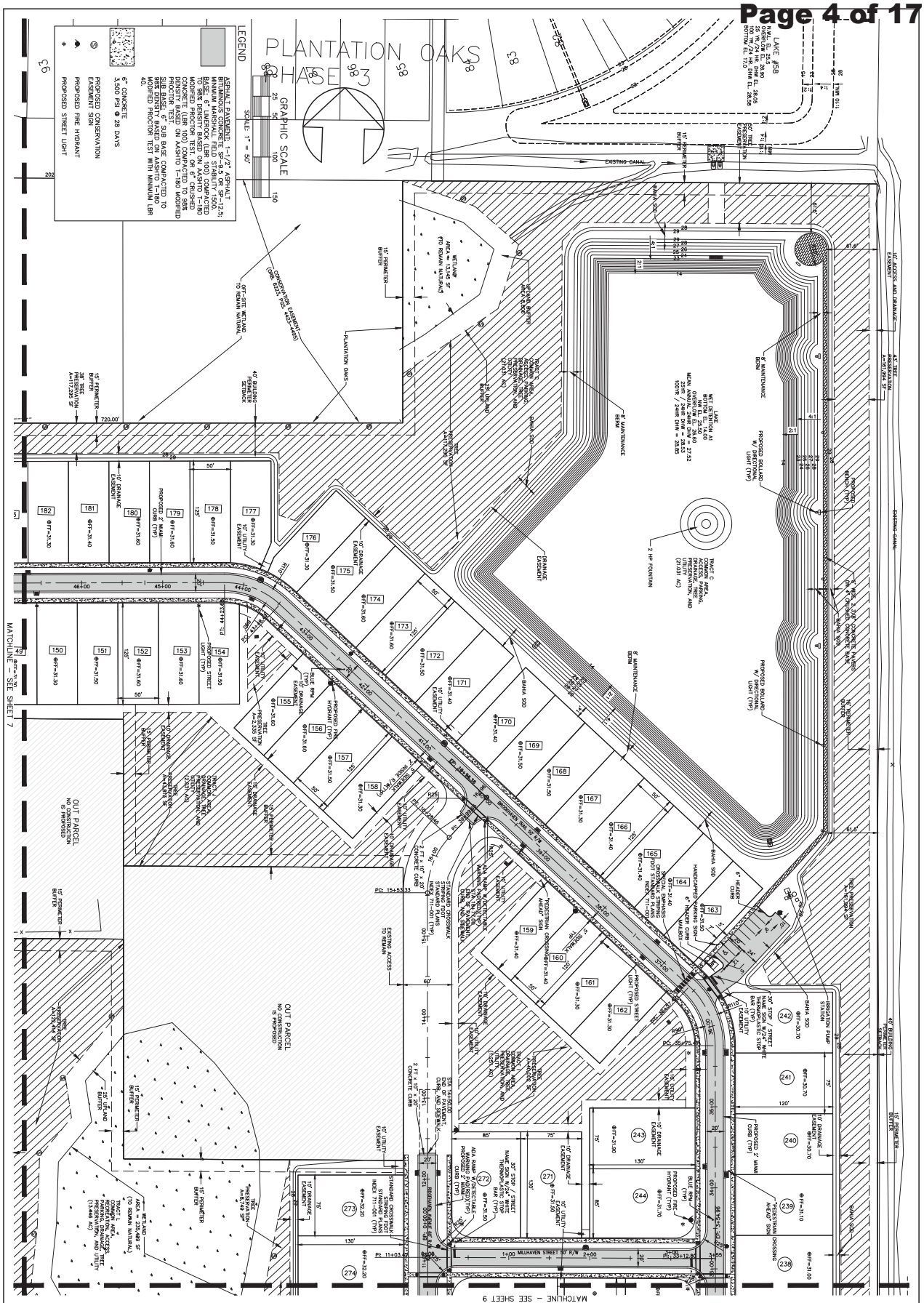
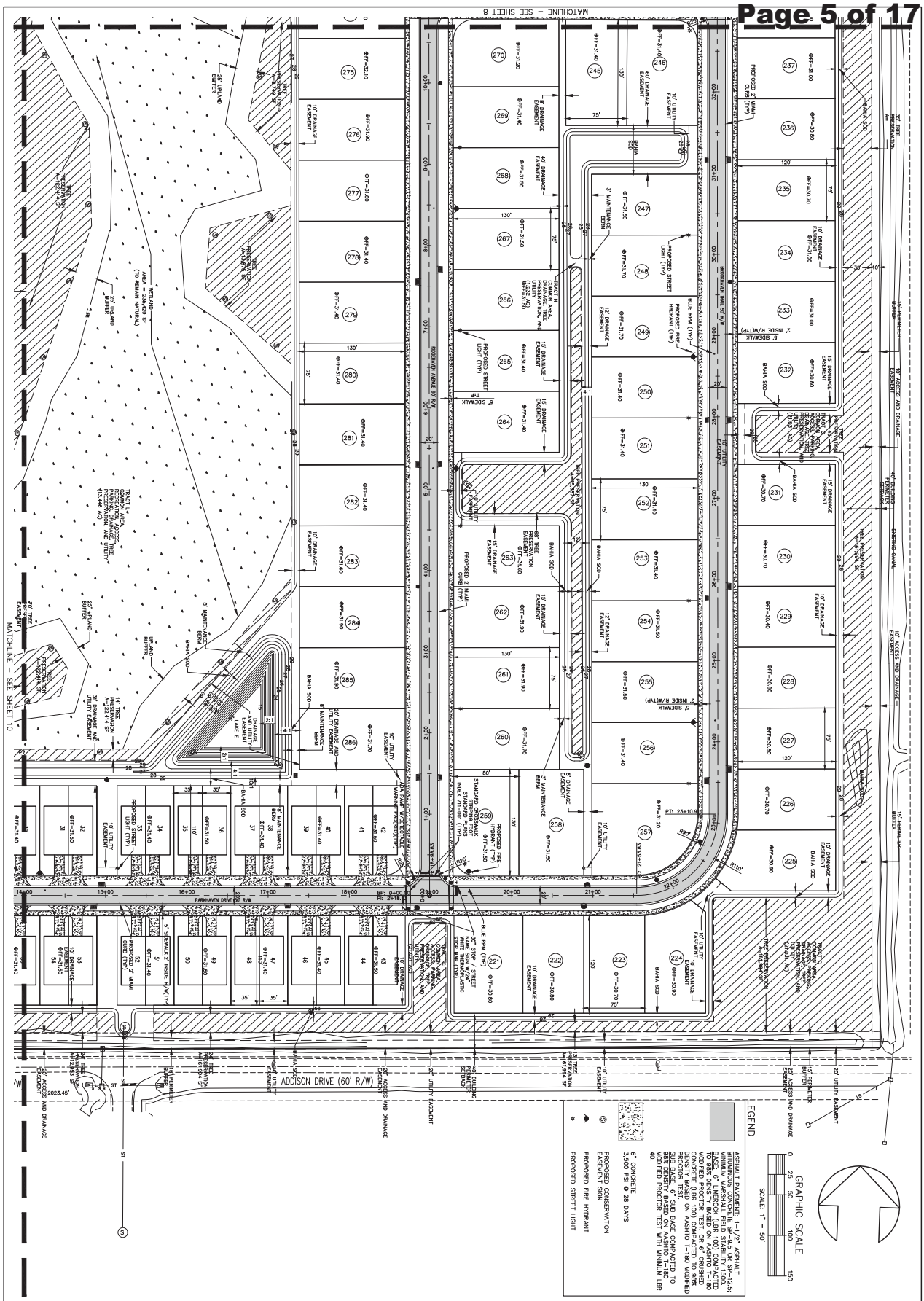
CERTIFICATE OF AUTHORIZATION NUMBER 00003910
Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 7
5 02-16-23 REVISED MRB
4 01-17-23 REVISED MRB
3 12-12-22 REVISED MRB
2 10-30-22 REVISED MRB
1 07-21-22 REVISED MRB
NO. DATE DESCRIPTION BY
REVISIONS


PLANTATION OAKS
PHASE 9B3
LEGEND
ASPHALT PAVEMENT: 1-1/2" ASPHALT BITUMINOUS CONCRETE SP-9.5 OR SP-12.5; MINIMUM MARSHALL STABILITY 1500 LBS. OVER BASE: 6" LIMEROCK (LBR 100) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST OR 12" STABILIZED SUBGRADE (LBR 40) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST OR 6" SUB BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
6" CONCRETE 3,500 PSI @ 28 DAYS
PROPOSED CONSERVATION EASEMENT SIGN
PROPOSED FIRE HYDRANT
PROPOSED STREET LIGHT
GRAPHIC SCALE
SCALE: 1" = 50'
EXISTING CANAL
LAKE #58
MATCHLINE - SEE SHEET 7
MATCHLINE - SEE SHEET 9
OUT PARCEL NO CONSTRUCTION IS PROPOSED
MELHAVEN STREET 50' R/W
BAHIA SOD
PROPOSED BOLLARD W/ DIRECTIONAL LIGHT (TYP)
PROPOSED STREET LIGHT (TYP)
PROPOSED 2' MIAMI CURB (TYP)
PROPOSED FIRE HYDRANT (TYP)
6' MAINTENANCE BERM
15' PERIMETER BUFFER
10' DRAINAGE EASEMENT
10' UTILITY EASEMENT
40' BUILDING PERIMETER SETBACK
EXISTING ACCESS TO REMAIN
CONSERVATION EASEMENT (ORB 6224, PGS. 4405)
OFF-SITE WETLAND TO REMAIN NATURAL
WETLAND AREA = 235,489 SF (TO REMAIN NATURAL)
TRACT L AREA, RECREATION, OPEN SPACE, ACCESS, DRAINAGE, PRESERVATION, AND UTILITY (13,446 AC)
TRACT C AREA, COMMON AREA, RECREATION, OPEN SPACE, DRAINAGE, TREE PRESERVATION, AND UTILITY (21.031 AC)
2 HP FOUNTAIN
PRESERVATION A=2,335 SF
PRESERVATION A=749 SF
PRESERVATION A=17,295 SF
PRESERVATION A=17,295 SF
PRESERVATION A=17,295



RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

SHEET NO. 9

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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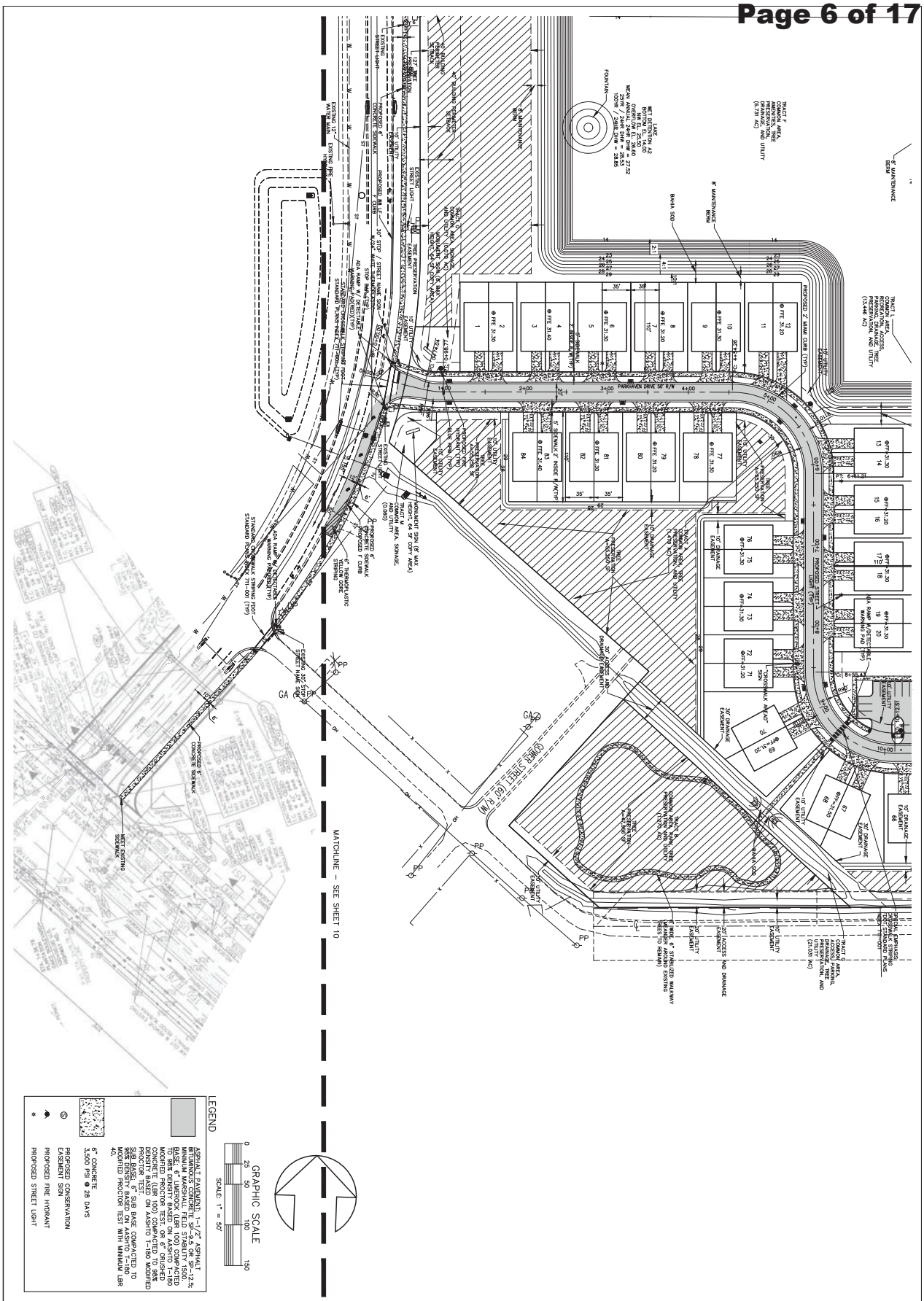

RidgeHaven
ORMOND BEACH • FLORIDA

HORIZONTAL CONTROL PLAN

10A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
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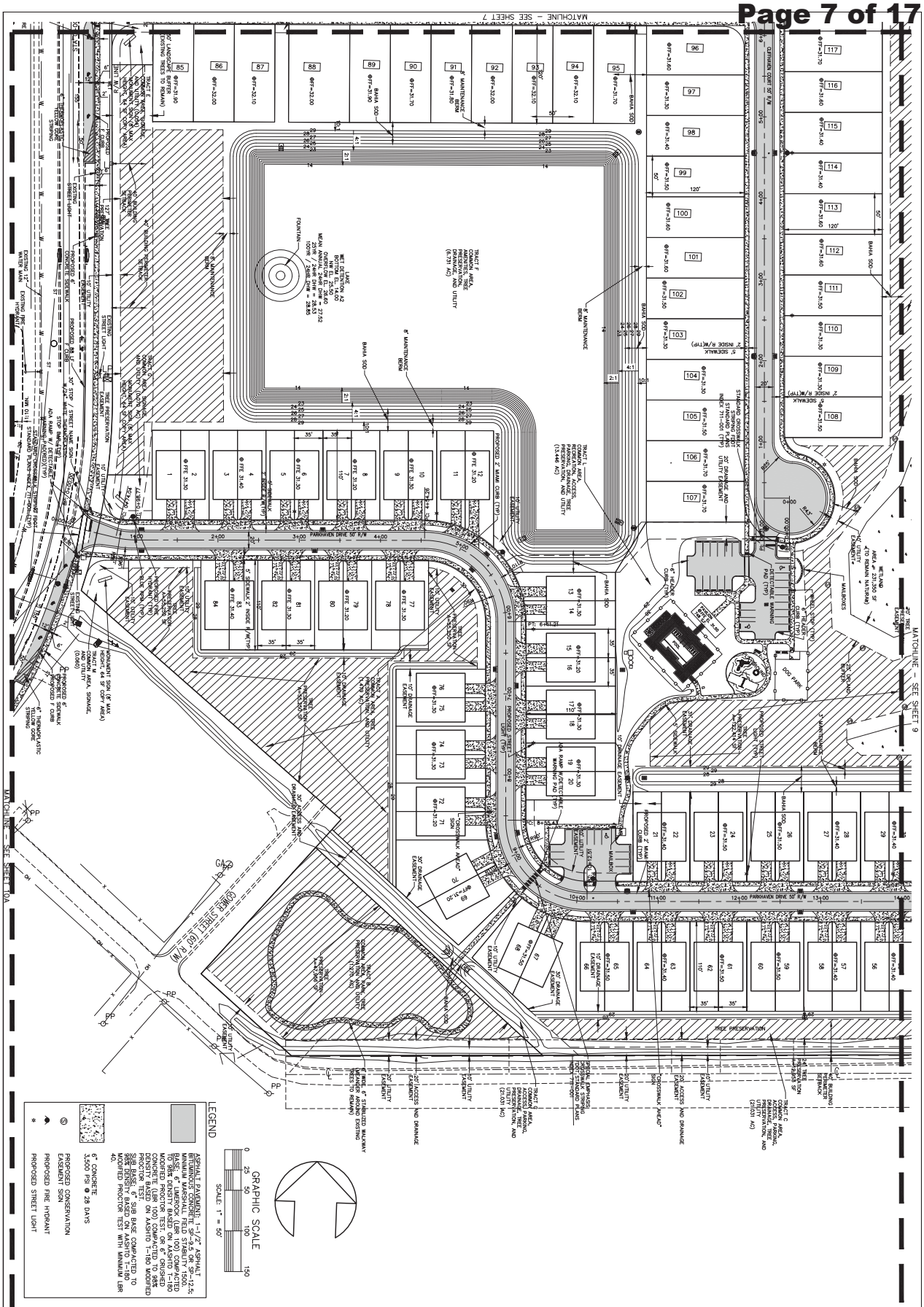
1	07-21-22	REVISED	MRB

REVISIONS



RidgeHaven
ORMOND BEACH * FLORIDA

HORIZONTAL CONTROL PLAN

10
SHEET NO.

Date: 2/20/2022
Scale: 1" = 50'
Drawn By: MRB
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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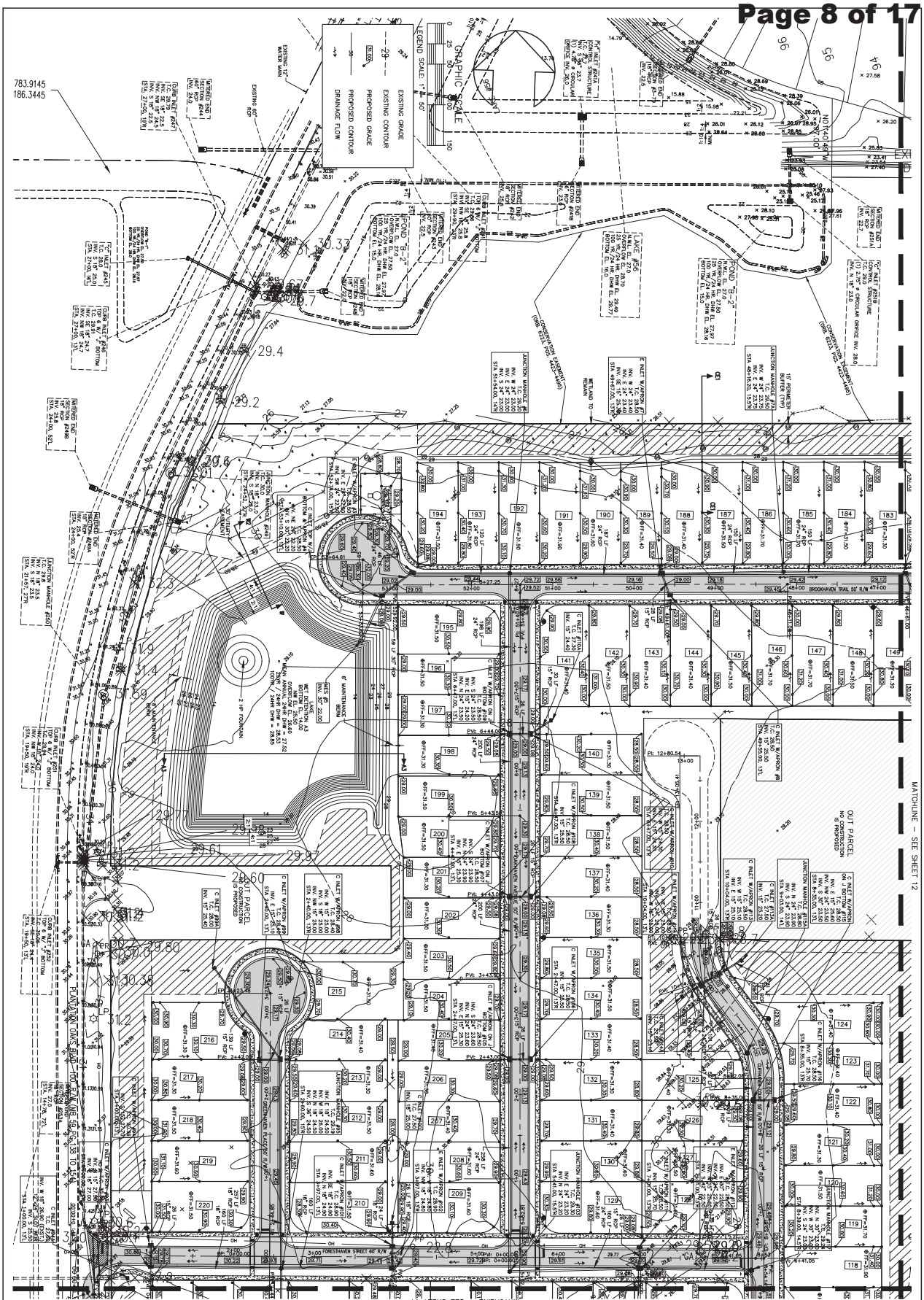

RidgeHaven
ORMOND BEACH • FLORIDA

CIVIL PLAN

Job No: 21-70	Scale: 1" = 50'	Date: 2/20/2022	Drawn By: MRB	SHEET NO. 11

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
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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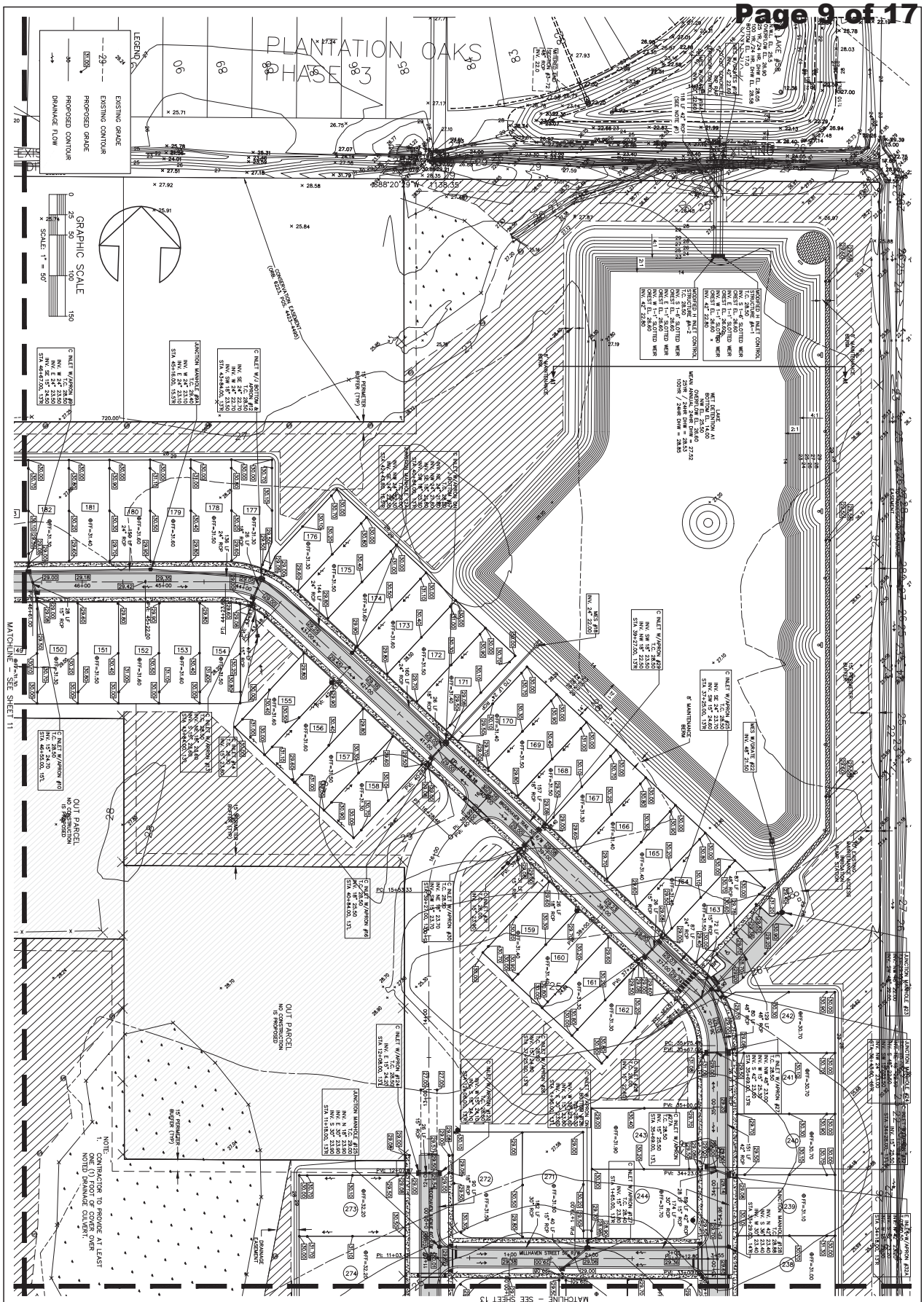

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

12
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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1	07-21-22	REVISED	MRB

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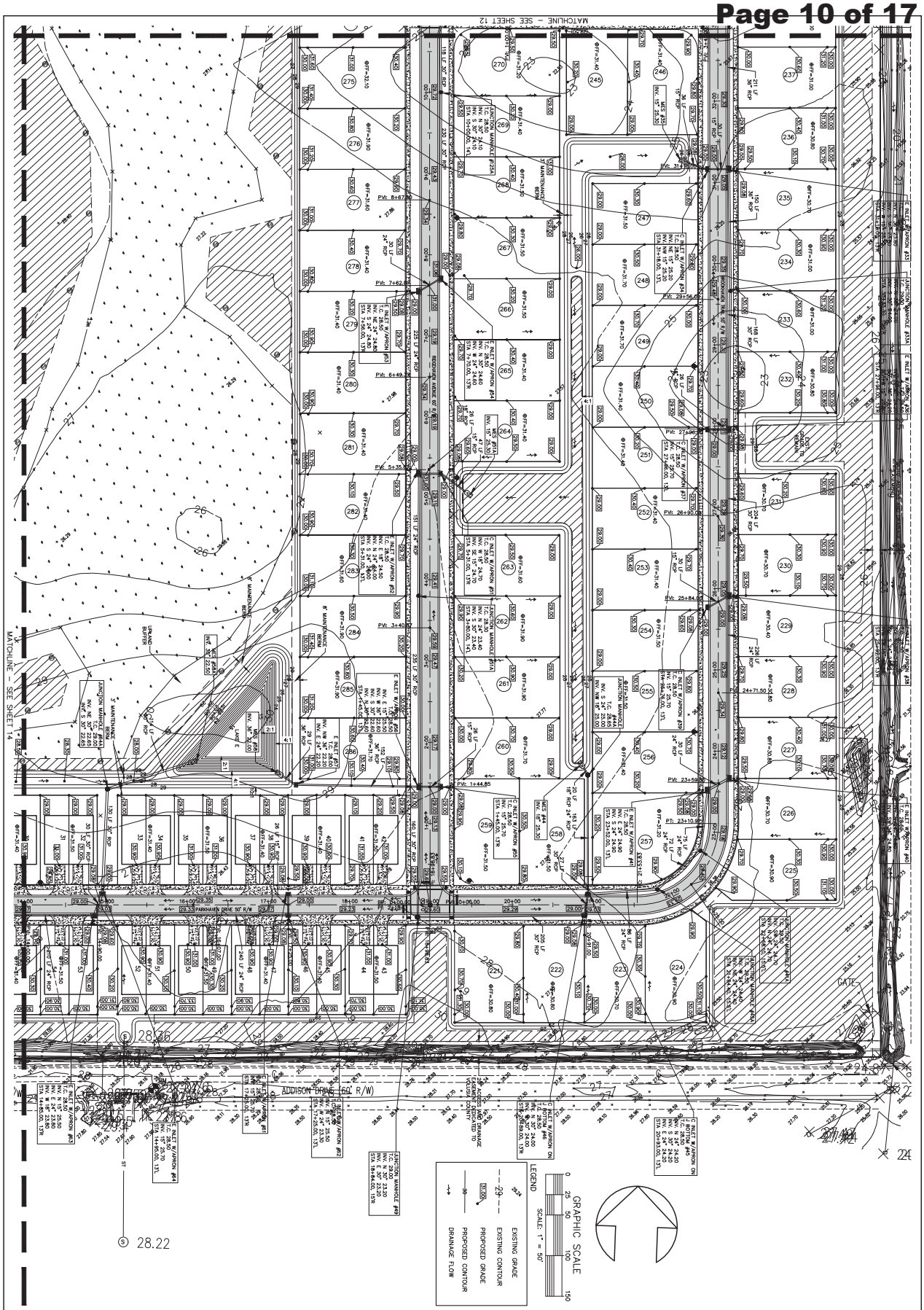

RidgeHaven
ORMOND BEACH • FLORIDA

CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 13

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
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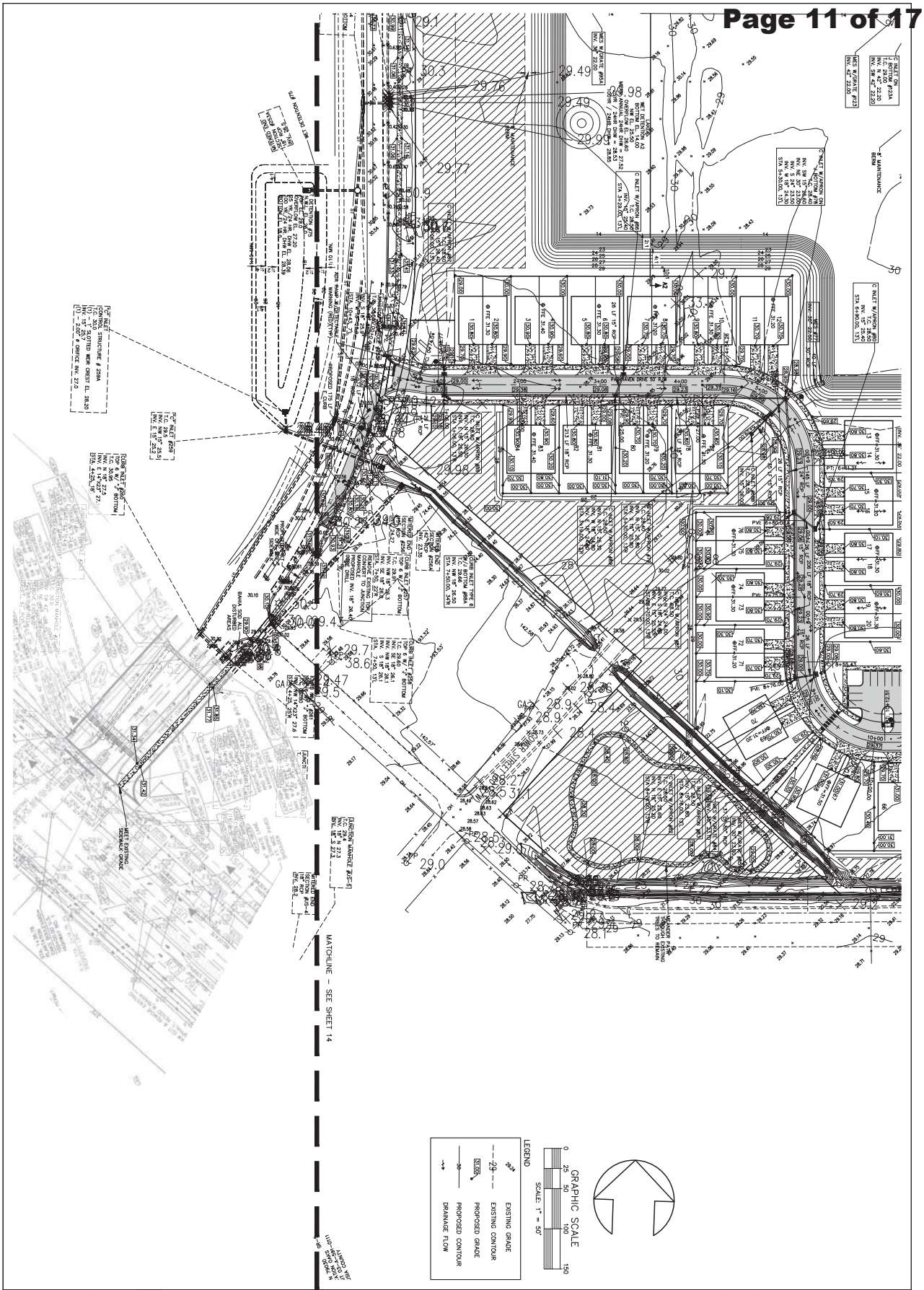
1	07-21-22	REVISED	MRB

REVISIONS



RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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1	07-21-22	REVISED	MRB

REVISIONS

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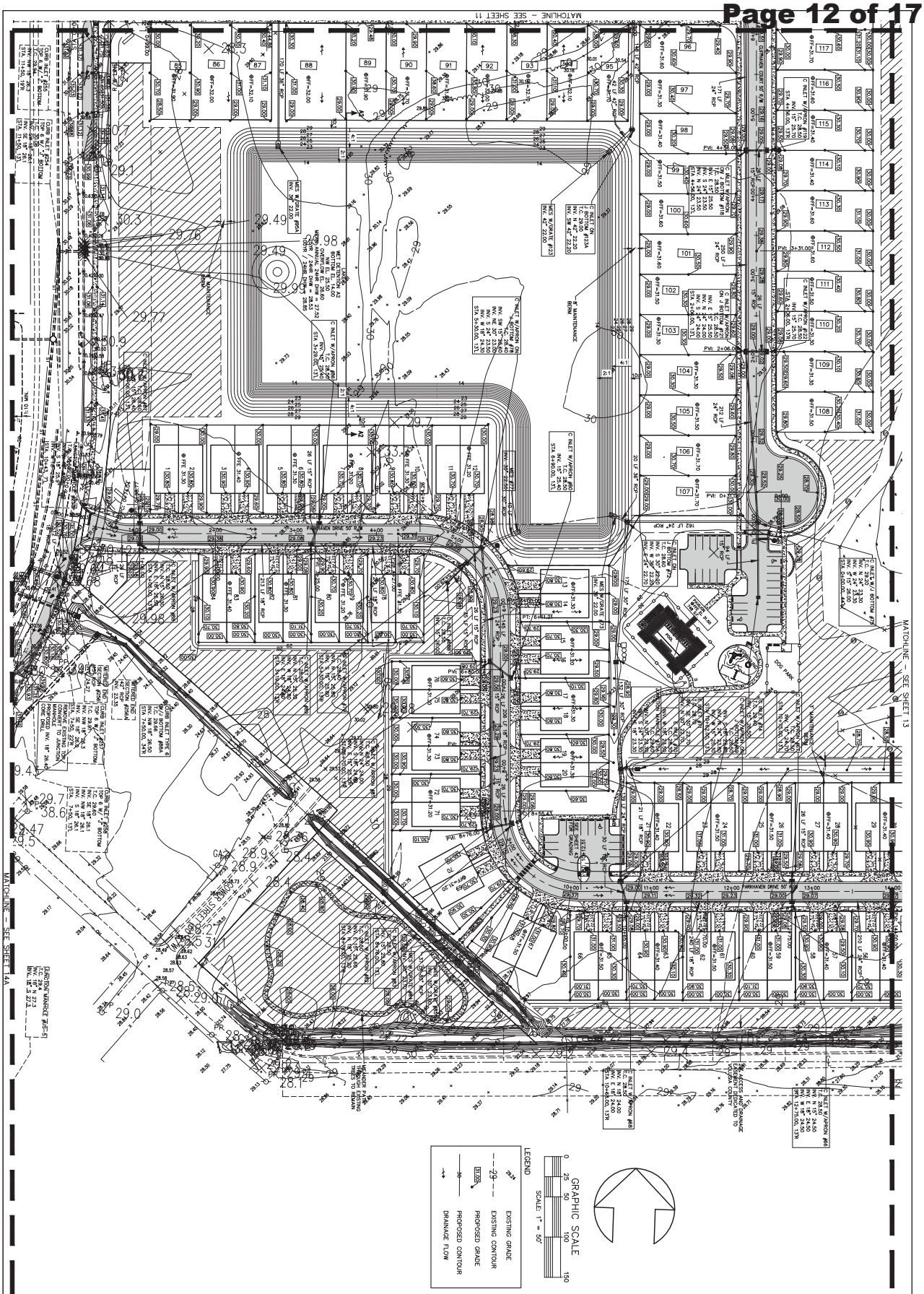

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14
SHEET NO.

Job No: 21-70
Scale: 1" = 50'
Date: 2/20/2022
Drawn By: MRB

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
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1	07-21-22	REVISED	MRB

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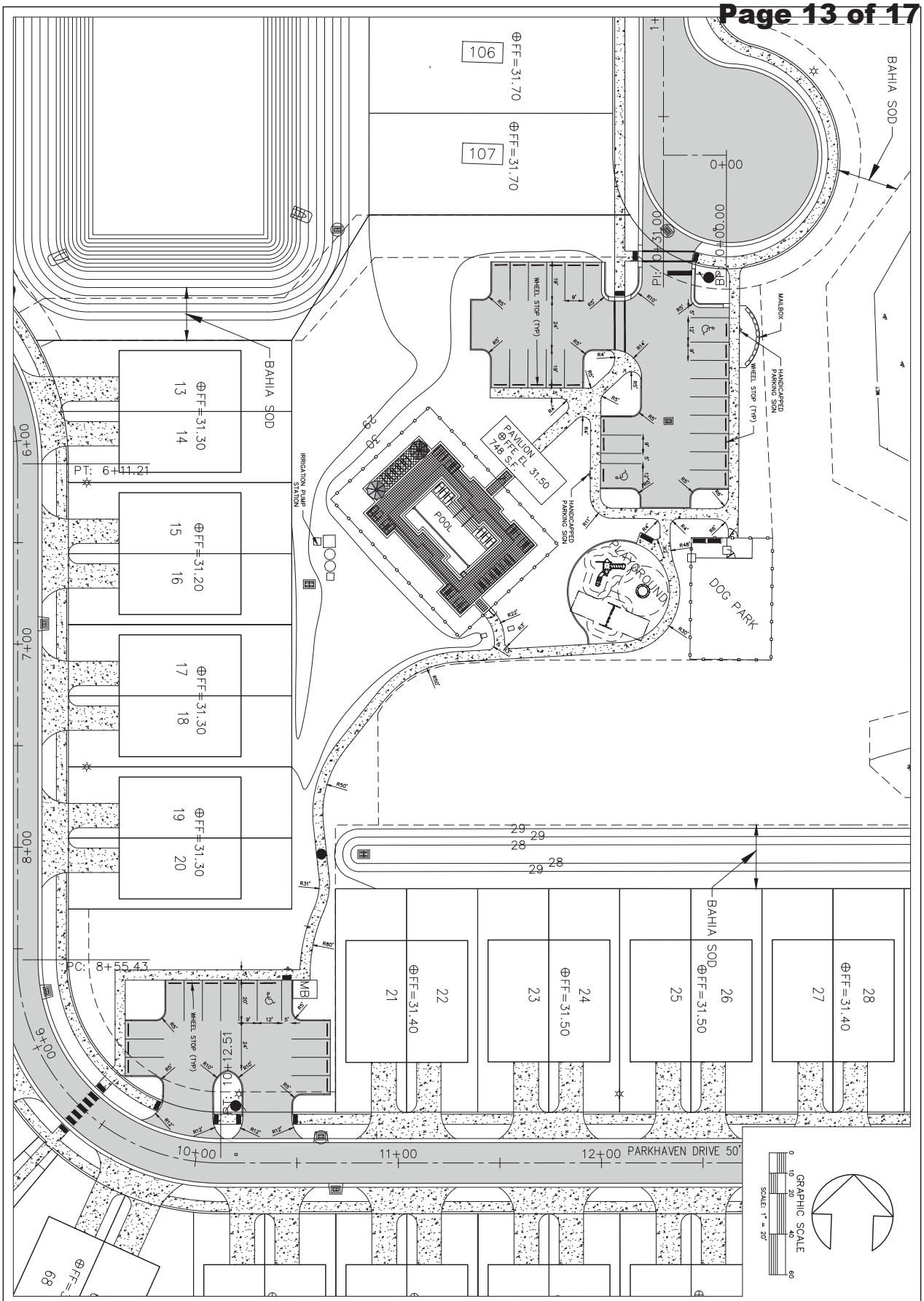

RidgeHaven
ORMOND BEACH * FLORIDA

AMENITY – SITE PLAN

Job No: 21-70
Scale: 1" = 20'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 42

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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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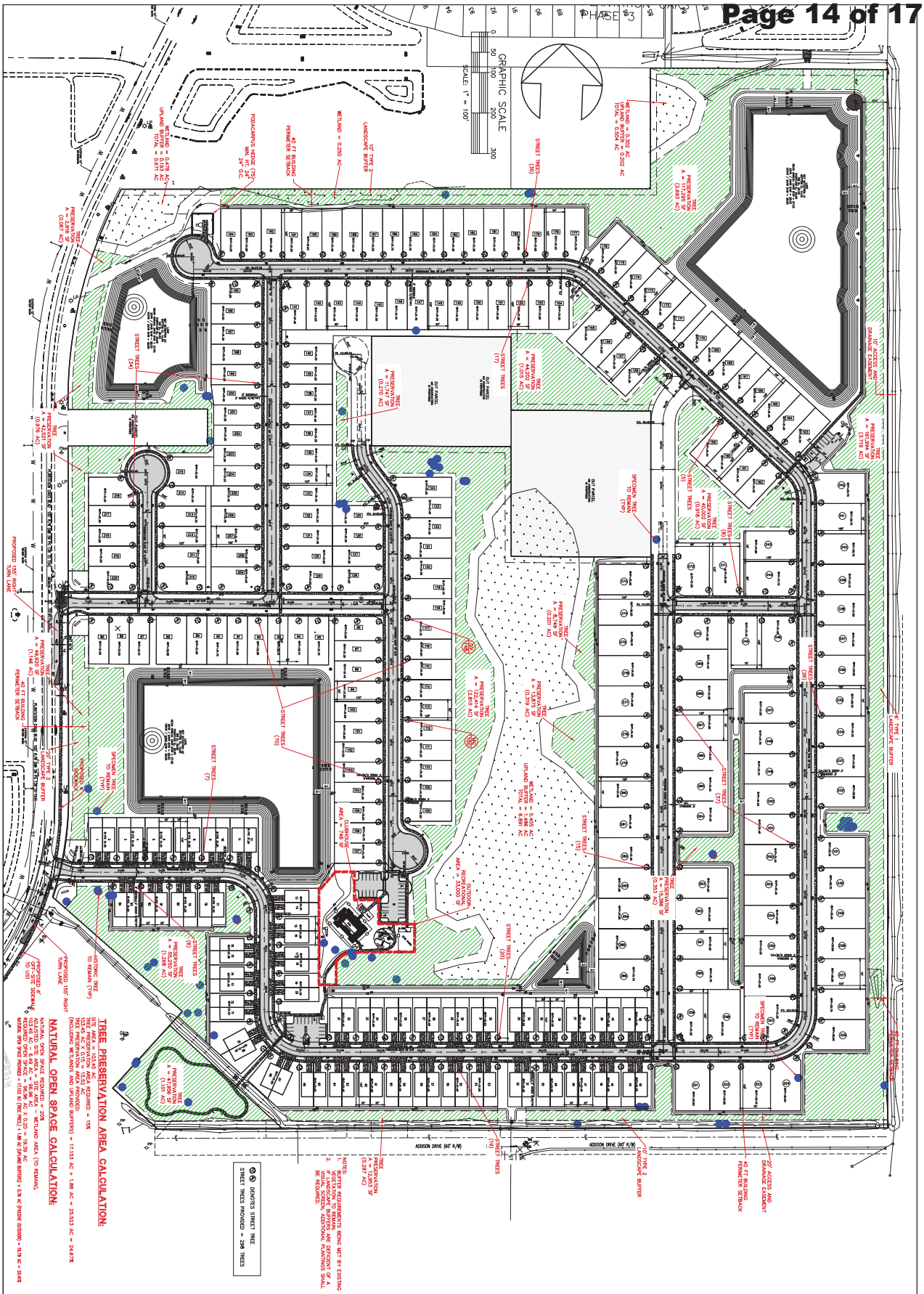

RidgeHaven
ORMOND BEACH • FLORIDA

TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB

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
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

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3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

EXHIBIT "B"

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 21, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'12"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°07'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE S88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1074422; ISSUING OFFICE #371400, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NAVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE 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. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT W
PLAN OAKS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3135080000D0
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 48
BLOCK 49
INDIANA AVE.
TENNANT AVENUE
TENNENT AVENUE (80' R/W)
ADDISON DRIVE (80' R/W)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PGS 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585' (P)
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°21'33"W 345.20'
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°19'26"W 345.16'
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°15'13"W 345.07'
N87°48'07"E 345.12'
"MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
TRACT "A"
TRACT "B"
TRACT "C"
TRACT "D"
TRACT "E"
TRACT "F"
TRACT "G"
TRACT "H"
TRACT "I"
TRACT "J"
TRACT "K"
TRACT "L"
TRACT "M"
TRACT "N"
TRACT "O"
TRACT "P"
TRACT "Q"
TRACT "R"
TRACT "S"
TRACT "T"
TRACT "U"
TRACT "V"
TRACT "W"
TRACT "X"
TRACT "Y"
TRACT "Z"
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.50' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.66' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.70' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 25.51' (NAVD 88)
LOT 159
LOT 160
LOT 161
LOT 162
LOT 163
LOT 164
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
S00°34'38"E 361.10' (P)
S88°02'54"E 361.10' (P)
S00°34'38"E 361.10' (M)
N88°20'29"E 585.53' (M) 585' (P)
N88°20'29"E 313.56' (P)
S88°26'29"E 313.56' (P)
N88°26'29"E 313.56' (M)
S88°54'48"E 207.61' (P)
N88°38'35"E 345.35' (P)
S88°35'59"E 154.39' (P)
S87°52'25"W 1804.88' (M)
S87°52'25"W 1804.88' (P)
N87°52'25"E 1804.88' (M)
N87°52'25"E 1804.88' (P)
N02°08'46"W 874.48' (M)
N02°08'46"W 874.48' (P)
S02°05'34"E 298.88' (M)
S02°05'34"E 298.88' (P)
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N02°05'34"W 298.88' (P)
S02°08'46"E 20.19' (M)
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N02°08'46"W 20.19' (M)
N02°08'46"W 20.19' (P)
S02°07'59"E 90.47' (M)
S02°07'59"E 90.47' (P)
N02°07'59"W 90.47' (M)
N02°07'59"W 90.47' (P)
S02°06'23"E 180.76' (M)
S02°06'23"E 180.76' (P)
N02°06'23"W 271.15' (M)
N02°06'23"W 271.15' (P)
N02°07'12"W 271.46' (M)
N02°07'12"W 271.46' (P)
S02°05'34"E 361.11' (M)
S02°05'34"E 361.11' (P)
N02°05'34"W 361.11' (M)
N02°05'34"W 361.11' (P)
S02°06'23"E 271.15' (M)
S02°06'23"E 271.15' (P)
N02°06'23"W 271.15' (M)
N02°06'23"W 271.15' (P)
S02°07'12"E 271.46' (M)
S02°07'12"E 271.46' (P)
N02°07'12"W 271.46' (M)
N02°07'12"W 271.46' (P)
S02°08'46"E 874.48' (M)
S02°08'46"E 874.48' (P)
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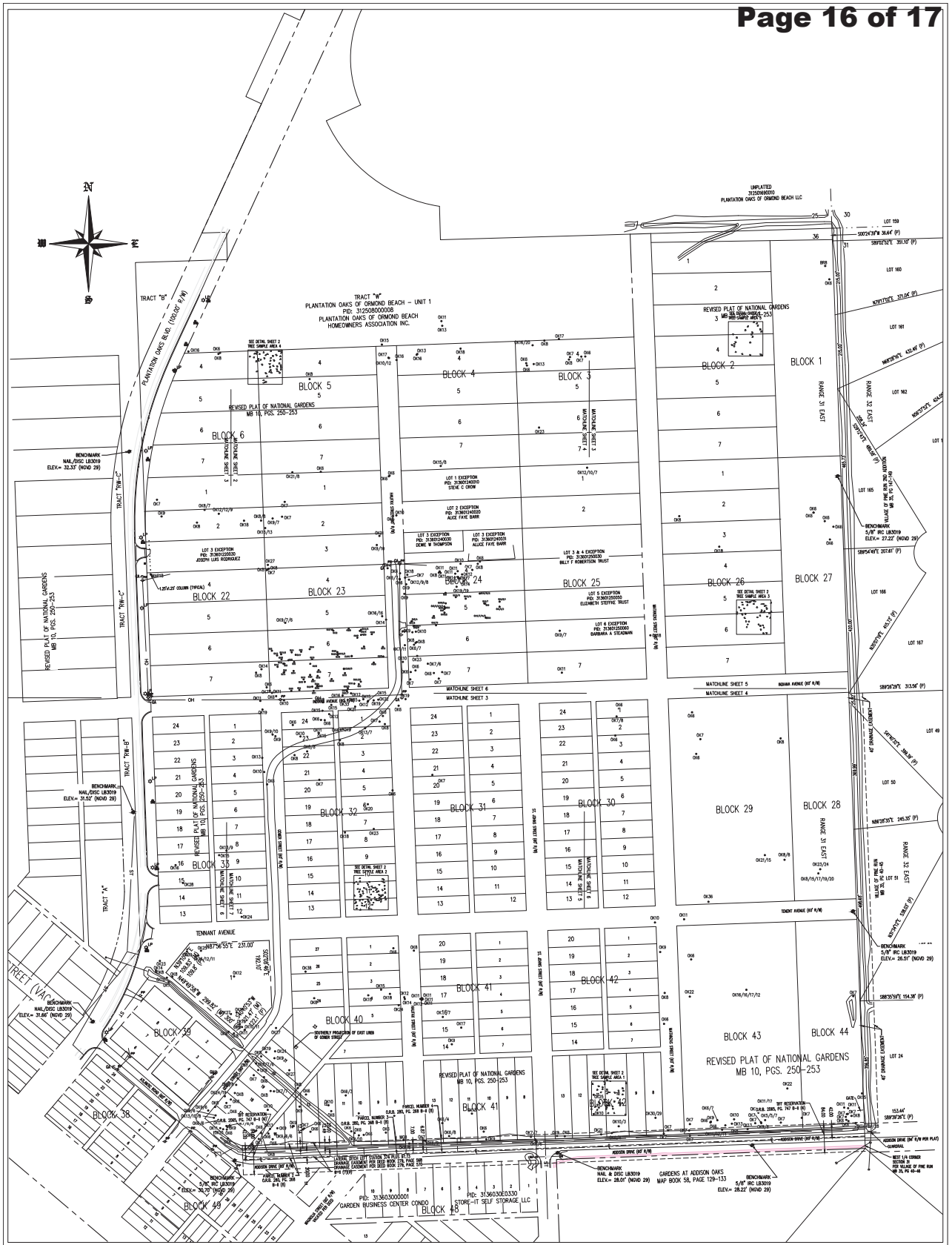
N02°06'23"W 180.76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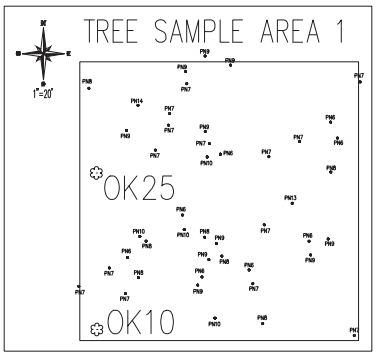
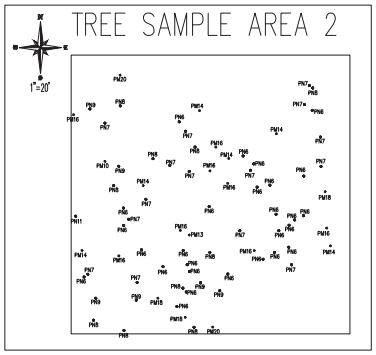
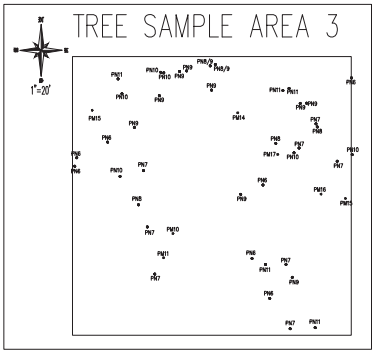
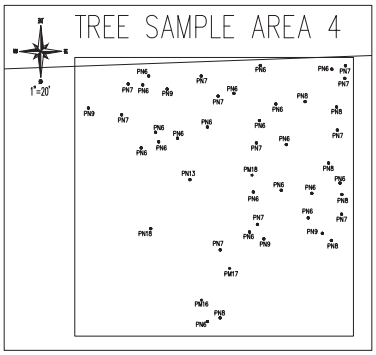
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "B"
TRACT "RW-C"
TRACT "RW-B"
TRACT "A"
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 34
BLOCK 35
BLOCK 36
BLOCK 37
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
BLOCK 46
BLOCK 47
BLOCK 48
BLOCK 49
RANGE 31 EAST
RANGE 32 EAST
TENNANT AVENUE
ROANN AVENUE (66' R/W)
ADDISON DRIVE (66' R/W)
BENCHMARK NAIL/DISC LB3019 ELEV.= 32.33' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.52' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.66' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.51' (NGVD 29)
BENCHMARK NAIL & DISC LB3019 ELEV.= 28.01' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 28.22' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 30.70' (NGVD 29)
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
GARDEN BUSINESS CENTER CONDO
PID: 313603000001
PID: 313603E00330
STORE-IT SELF STORAGE LLC
UNPLATTED
3125080B0000
PLANTATION OAKS OF ORMOND BEACH LLC
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 24
LOT 1
S00°24'39"W 30.64' (P)
S89°52'52"E 351.10' (P)
N00°17'05"E 321.05' (P)
N89°28'39"E 433.49' (P)
N00°31'21"E 434.95' (P)
S89°54'49"E 207.41' (P)
S89°28'29"E 313.58' (P)
S00°31'31"E 394.29' (P)
N89°28'35"E 245.35' (P)
S87°47'21"E 598.55' (P)
S89°25'59"E 154.38' (P)
N87°56'55"E 231.00'
153.44'
S89°39'26"E (P)
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
SEE DETAIL SHEET 2 TREE SAMPLE AREA 1
SEE DETAIL SHEET 2 TREE SAMPLE AREA 2
SEE DETAIL SHEET 2 TREE SAMPLE AREA 3
SEE DETAIL SHEET 2 TREE SAMPLE AREA 4
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253

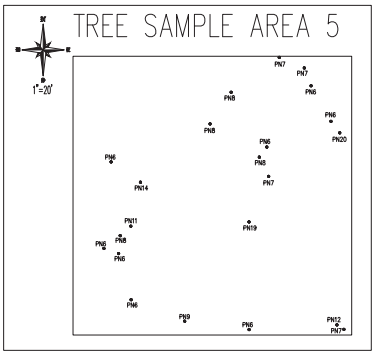
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE 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. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SNILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #3136010101011 - LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	WES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK		
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	(NR)	NON RADIAL	—•—	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(R)	RADIAL			ID	IDENTIFICATION
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(P)	PLAT			(TYP)	TYPICAL
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE	(M)	MEASURED			MH	MANHOLE
										(DESC)	DESCRIPTION

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=20' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 9 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	--	--	--	--	--
BOUNDARY SURVEY :	X/XX/2011	11-XXXX	J. MOLLER	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	--	--	--	--	--
FOUNDATION SURVEY :	--	--	--	--	--
FINAL SURVEY :	--	--	--	--	--
RECERTIFICATION SURVEY :	--	--	--	--	--

LEGEND

EB	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
MB	MAIL BOX	CO	CLEAN OUT
	SIGN		CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT		PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
	GUY ANCHOR	(NR)	NON-RADIAL LINE
	UTILITY POLE	WV	WATER VALVE
	IRON ROD WITH CAP		EXISTING ELEVATION
	IRON PIPE	TV	CABLE TELEVISION BOX
TB	TELEPHONE BOX		

ZVAddison Townhouses - John Collins\SURVEY\11-15-21\15052_ALTA.dwg, 8/15/2022 7:03:43 AM, DWG To PDF.pc3

ATTACHMENT 3

Final Plat

RIDGEHAVEN

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

MAP BOOK:___ PAGE:___

RIDGEHAVEN DESCRIPTION:

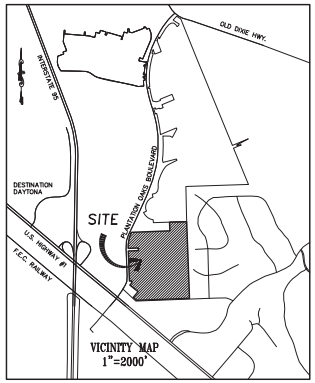
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

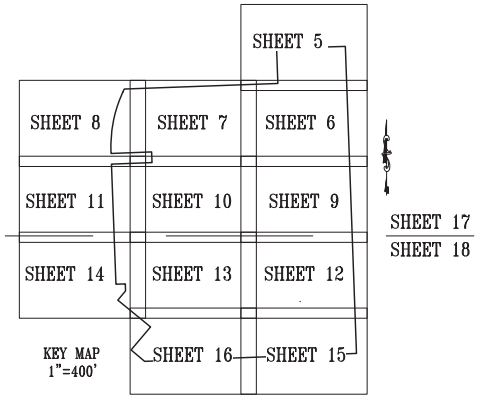
BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18°21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, ALONG THE NORTH LINE OF SAD LOT 3, AND THE EASTERLY PROJECTION THEREOF 405.16 FEET TO THE EAST RIGHT OF WAY LINE OF MATANZAS STREET, ACCORDING TO THE AFOREMENTIONED PLAT OF NATIONAL GARDENS; THENCE S02°05'34"E, 361.03 FEET TO THE EASTERLY PROJECTION OF THE SOUTH LINE OF AFOREMENTIONED LOT 6, BLOCK 25; THENCE S88°15'13"W, ALONG SAID SOUTH LINE 405.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, ALONG THE SOUTH LINE OF LOT 3, BLOCK 24, AND THE WESTERLY PROJECTION THEREOF 405.14 FEET TO THE WEST RIGHT OF WAY LINE OF HALIFAX STREET, ACCORDING TO THE AFOREMENTIONED PLAT OF NATIONAL GARDENS; THENCE N02°07'12"W, ALONG SAID WESTERLY RIGHT OF WAY 271.52 FEET TO THE WESTERLY PROJECTION OF THE NORTH LINE OF LOT 1, BLOCK 25; THENCE N88°21'33"E, 60.00 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.





INDEX:

SHEET 1..... COVER
SHEET 2..... NOTES
SHEET 3 & 4..... KEY SHEETS
SHEET 5 TO 16.... DETAIL SHEETS
SHEET 17 & 18.... TREE PRESERVATION DETAIL

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NO. 3019

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, 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 THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUES, AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2024.

_____
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MERITAGE HOMES OF FLORIDA, INC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "RIDGEHAVEN", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS FOR THE USES AND PURPOSES THEREIN EXPRESSED.

RIDGEHAVEN AVENUE, PARKHAVEN DRIVE, BROOKHAVEN TRAIL, MILLHAVEN STREET, OAKHAVEN AVENUE, GREENHAVEN PLACE, FORESTHAVEN STREET, AND CLIFFHAVEN COURT ARE FOR THE USE OF THE PUBLIC AND ARE HEREBY DEDICATED TO THE CITY OF ORMOND BEACH.

TRACT K (LIFT STATION) IS HEREBY DEDICATED AND CONVEYED IN FEE SIMPLE TO THE CITY OF ORMOND BEACH, WHO SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF.

TRACTS A, AND I, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, AND UTILITIES.

TRACTS D, E, G, AND M, ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC, FOR THE PURPOSE OF COMMON AREA, SIGNAGE, AND UTILITIES.

TRACT C, IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITIES.

TRACT F IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACT N IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PUPOSE OF COMMON AREA, DRAINAGE, AND UTILITIES.

TRACT B IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, PARK, TREE PRESERVATION, AND UTILITIES.

TRACT L IS HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, RECREATION, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE AND UTILITIES.

TRACTS H AND J IS ARE HEREBY GRANTED IN FEE SIMPLE TO THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC., FOR THE PURPOSE OF COMMON AREA, TREE PRESERVATION, DRAINAGE, AND UTILITIES.

IN WITNESS WHEREOF, RIDGEHAVEN, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE MEMBER NAMED BELOW ON THIS _____ DAY OF _____ 2024 A.D.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

_____ _____
WITNESS BRIAN KITTLE
MERITAGE HOMES OF FLORIDA, INC.
_____ VICE PRESIDENT
WITNESS

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT THE FOREGOING WAS SIGNED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION ON THIS _____ DAY OF _____ 2024, BY RICHARD MAUGERI, AS MANAGER OF RIDGEHAVEN LLC, A FLORIDA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
TITLE / RANK:
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

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 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS." THAT THE LAND IS LOCATED WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.061 OF THE FLORIDA STATUTES.

_____ SEAL
JEFF W. BARNES P.S.M. 5576
SLIGER & ASSOCIATES INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CERTIFICATE OF AUTHORIZATION LB 3019

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FORGOING PLAT ENTITLED "RIDGEHAVEN" 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 DEVIATIONS, IF ANY, FROM THE REQUIREMENTS.

SEAL
_____, DATE: _____, 2024.
CITY REGISTERED SURVEYOR
MICHAEL E. AWAD PSM NO. 5574
UPHAM INC. L.B. NO. 03612

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE ___ DAY OF _____, 2024, 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 _____, 2024, THIS PLAT WAS APPROVED.

BY: _____
CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

SHEET 1 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY LINE OF THE REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 10, PAGE 250 THROUGH 253, AND THE EAST LINE OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEARING S02°04'17"E.

2. DRAINAGE AND UTILITY EASEMENTS (INCLUDING, BUT NOT LIMITED TO, FLORIDA POWER & LIGHT CO. AND ALL PUBLIC UTILITY COMPANIES), EXCEPT AS OTHERWISE SHOWN, ARE PROVIDED
AS FOLLOWS: 10 FT. ADJACENT TO ALL PUBLIC AND PRIVATE STREETS AND ON ALL LOTS, PARCELS, TRACTS AND COMMON AREAS.

3. ■ DENOTES PERMANENT REFERENCE MONUMENT (4"X4" CONCRETE MONUMENT WITH DISK STAMPED PRM, LB 3019 UNLESS OTHERWISE NOTED).

4. △ DENOTES PERMANENT CONTROL POINT (PK NAIL & DISC STAMPED PCP LB 3019 UNLESS OTHERWISE NOTED).

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

6. THIS PLAT IS SUBJECT TO THE ARTICLES OF INCORPORATION FOR RIDGEHAVEN HOMEOWNERS' ASSOCIATION INC., RECORDED IN O.R. BOOK _____, PAGES _____ – _____, AND TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIDGEHAVEN RECORDED IN O.R. BOOK _____, PAGES _____ – _____, BOTH IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

7. ALL LOT LINES ARE RADIAL UNLESS INDICATED AS (NR), NON–RADIAL.

8. DIMENSIONS ARE SHOWN IN U.S. SURVEY FEET AND DECIMALS THEREOF AND REFER TO THE HORIZONTAL PLANE.

9. THE UTILITY EASEMENTS REFERENCED ABOVE AND DEPICTED AS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.

10. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. [REPEAT]

11. THIS PLAT IS SUBJECT TO THE P.U.D. DEVELOPMENT AGREEMENT FOR _____, RESOLUTION NO. _____, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, AND NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN O.R. BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

12. 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.

13. DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES, DRAINAGE PIPES, PONDS, AND SWALES ARE THE MAINTENANCE RESPONSIBILITY OF THE RIDGEHAVEN HOMEOWNERS ASSOCIATION INC.

14. PORTIONS OF TRACTS A, B, C, I, L, M, AND F, AS SHOWN HEREON ARE HEREBY SUBJECT TO TREE PRESERVATION EASEMENTS IN FAVOR OF THE CITY OF ORMOND BEACH, FLORIDA.

15. ALL PONDS, STORM EASEMENTS AND ASSOCIATED DRAINAGE FACILITIES ARE HEREBY SUBJECT TO AN EMERGENCY ACCESS EASEMENT FOR THE PURPOSE OF EMERGENCY MAINTENANCE.

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233-254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'/0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

PREPARED BY:
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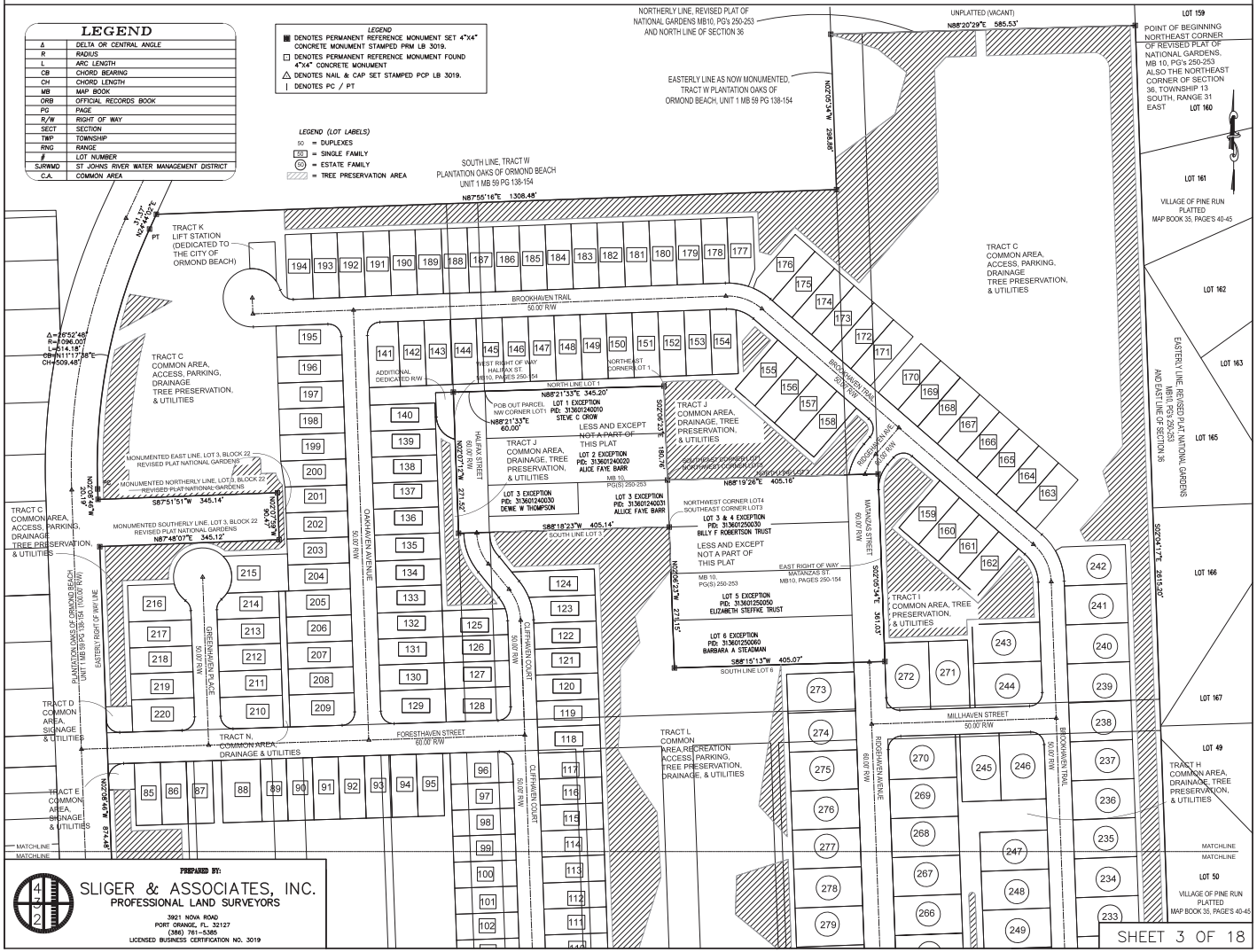
RIDGEHAVEN

MAP BOOK:__ PAGE:__

A REPLAT OF A PORTION OF NATIONAL GARDENS RECORDED IN MAP BOOK 10 PAGES 250 THROUGH 253, LYING SOUTHERLY OF THE NORTH LINE OF SECTION 36, TOWNSHIP 13 EAST, RANGE 31 SOUTH, WESTERLY OF THE EAST LINE OF SAID SECTION 36, NORTH OF ADDISON DRIVE, AND EASTERLY OF PLANTATION OAKS BOULEVARD, LOCATED IN ORMOND BEACH, FLORIDA.

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft



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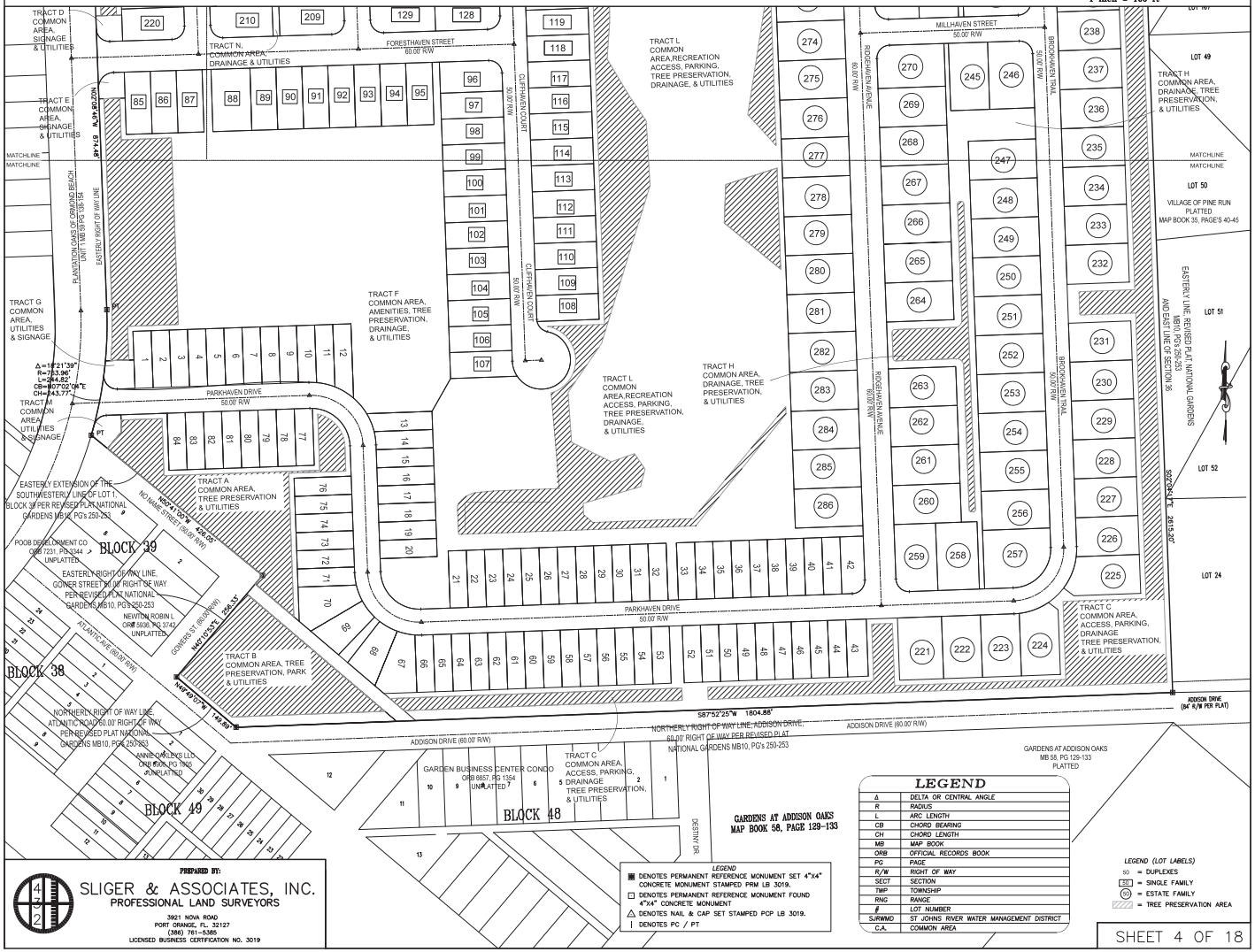

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
- ■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
- □ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
- | DENOTES PC / PT

LEGEND (LOT LABELS)
- 50 = DUPLEXES
- 85 = SINGLE FAMILY
- 96 = ESTATE FAMILY
- = TREE PRESERVATION AREA

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SHEET 4 OF 18

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft

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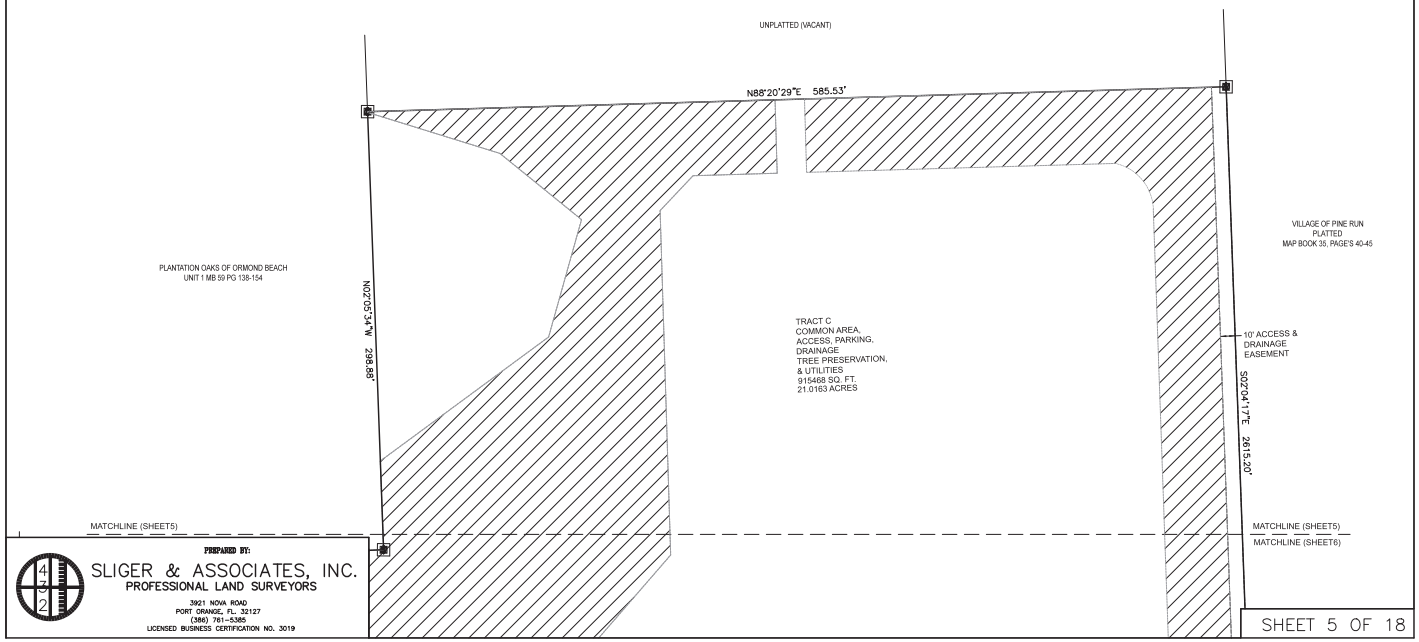

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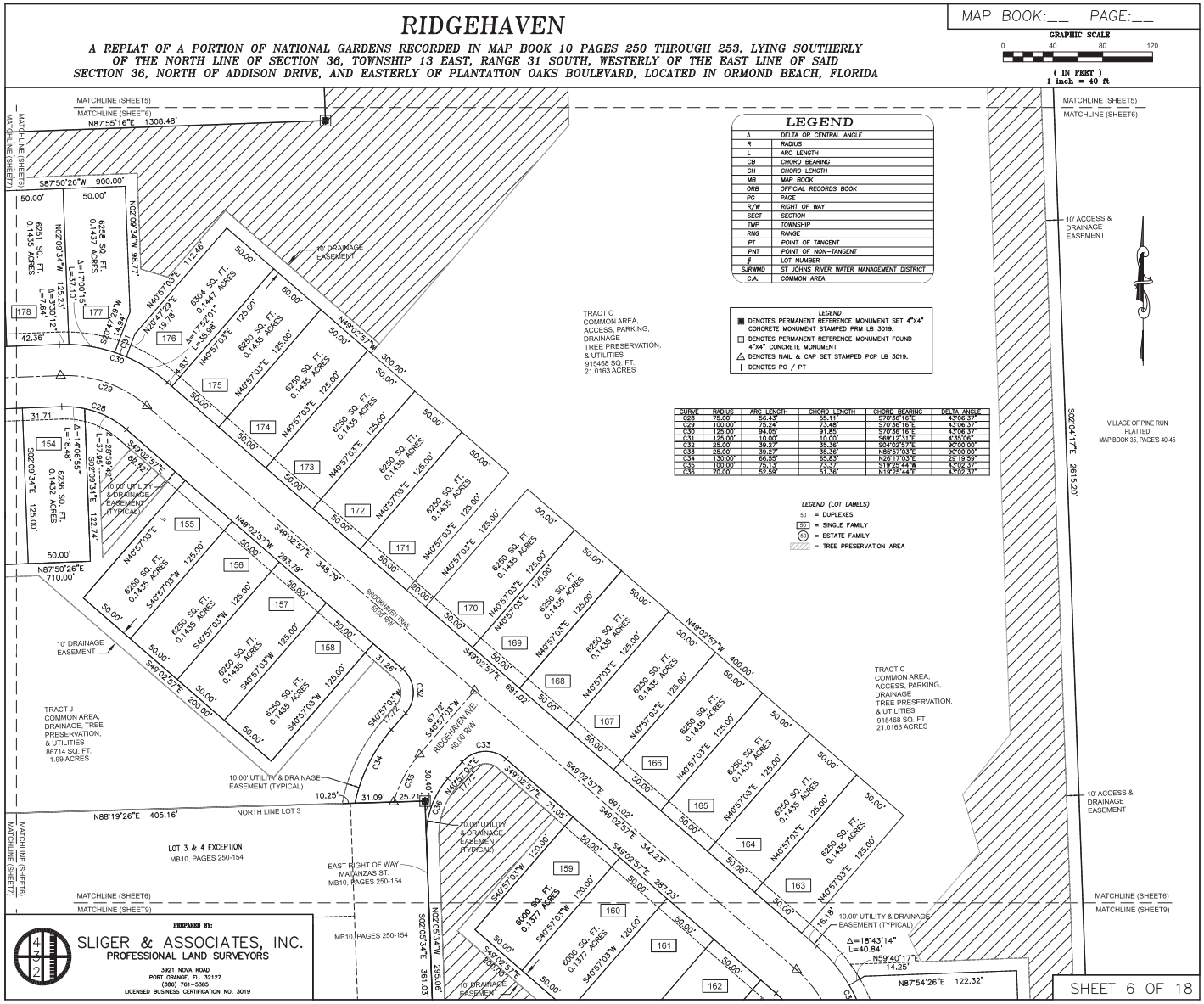
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C.A. COMMON AREA
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DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
DENOTES NAIL & CAP SET STAMPED POP LB 3019.
DENOTES PC / PT
CURVE RADIUS ARC LENGTH CHORD LENGTH CHORD BEARING DELTA ANGLE
C28 75.00' 56.43' 55.11' S70°36'16"E 43°06'37"
C29 100.00' 75.24' 73.48' S70°36'16"E 43°06'37"
C30 125.00' 94.05' 91.85' S70°36'16"E 43°06'37"
C31 125.00' 10.00' 10.00' S69°12'31"E 4°35'06"
C32 25.00' 39.27' 35.36' S04°02'57"E 90°00'00"
C33 25.00' 39.27' 35.36' N85°57'03"E 90°00'00"
C34 130.00' 66.55' 65.83' N26°17'01"E 29°19'59"
C35 100.00' 79.13' 77.12' S19°25'44"W 45°21'47"
C36 70.00' 52.58' 51.36' N19°25'44"E 43°04'37"
LEGEND (LOT LABELS)
50 = DUPLEXES
(50) = SINGLE FAMILY
50 = ESTATE FAMILY
= TREE PRESERVATION AREA
TRACT C
COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES
915468 SQ. FT. 21.0163 ACRES
TRACT J
COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
86714 SQ. FT. 1.99 ACRES
LOT 3 & 4 EXCEPTION
MB10, PAGES 250-154
EAST RIGHT OF WAY MATANZAS ST. MB10, PAGES 250-154
NORTH LINE LOT 3
RIDGEHAVEN AVE. 60.00' R/W
10' ACCESS & DRAINAGE EASEMENT
10' DRAINAGE EASEMENT
10.00' UTILITY & DRAINAGE EASEMENT (TYPICAL)
VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGES 40-45
PREPARED BY:
SLIGER & ASSOCIATES, INC.
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SHEET 6 OF 18

RIDGEHAVEN

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MAP BOOK:___ PAGE:___

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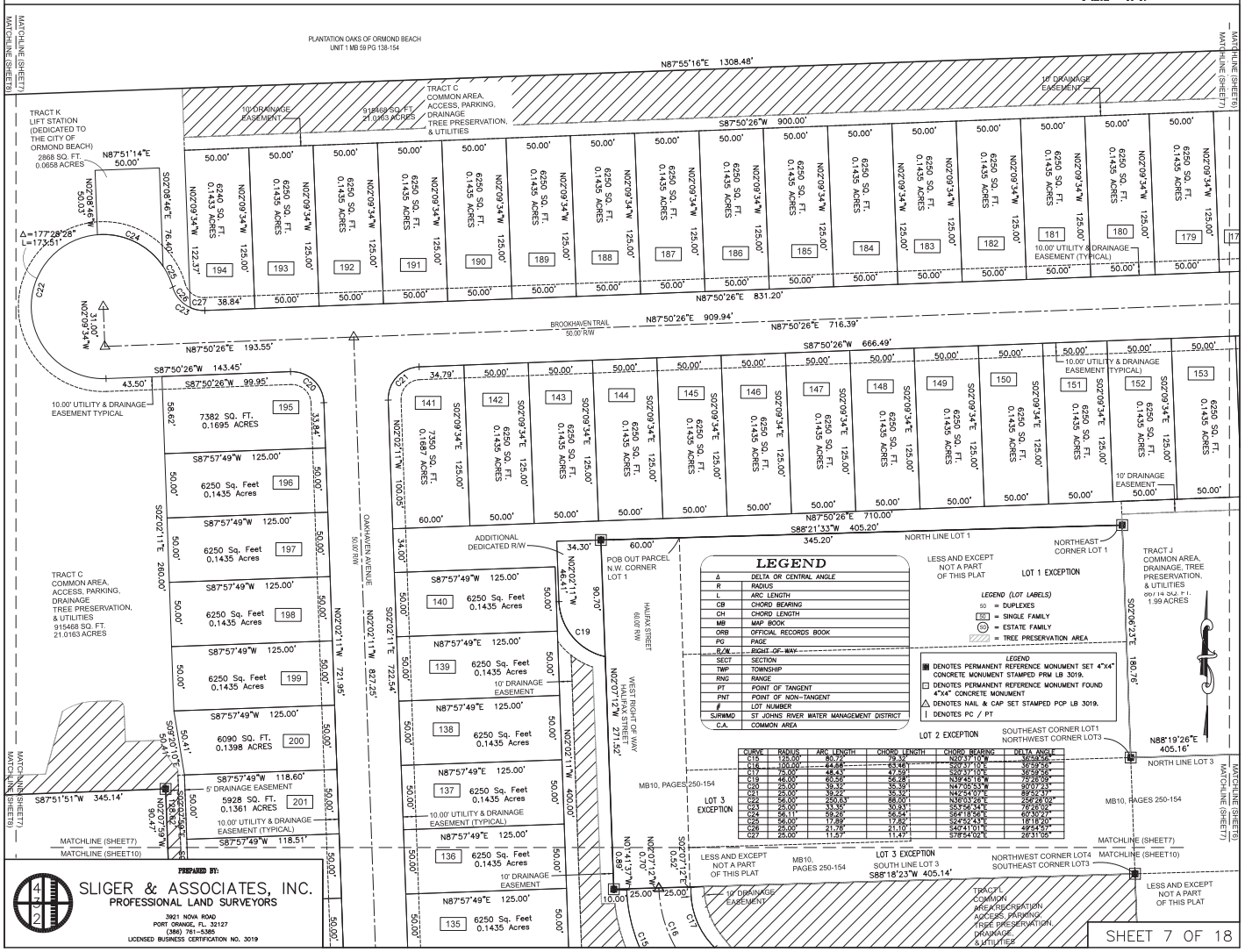

LEGEND

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| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C15	125.00'	80.77'	79.35'	N20°37'10"W	36°58'56"
C16	100.00'	64.88'	63.46'	S20°37'10"E	36°58'56"
C17	75.00'	48.43'	47.59'	S20°37'10"E	36°58'56"
C19	46.00'	60.56'	56.28'	N39°45'16"W	75°26'09"
C20	25.00'	39.33'	35.39'	N47°55'53"E	90°09'23"
C21	25.00'	39.22'	35.33'	N42°54'07"E	89°51'37"
C22	96.00'	220.83'	88.00'	N36°03'26"E	294°26'02"
C23	25.00'	39.33'	35.39'	S43°04'34"E	90°09'23"
C24	96.11'	59.26'	58.34'	S84°18'26"E	60°30'27"
C25	96.00'	17.89'	17.87'	S74°50'43"E	10°40'20"
C26	25.00'	21.78'	21.10'	S40°41'01"E	49°54'57"
C27	25.00'	11.57'	11.47'	S78°54'02"E	26°31'05"

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SHEET 7 OF 18

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SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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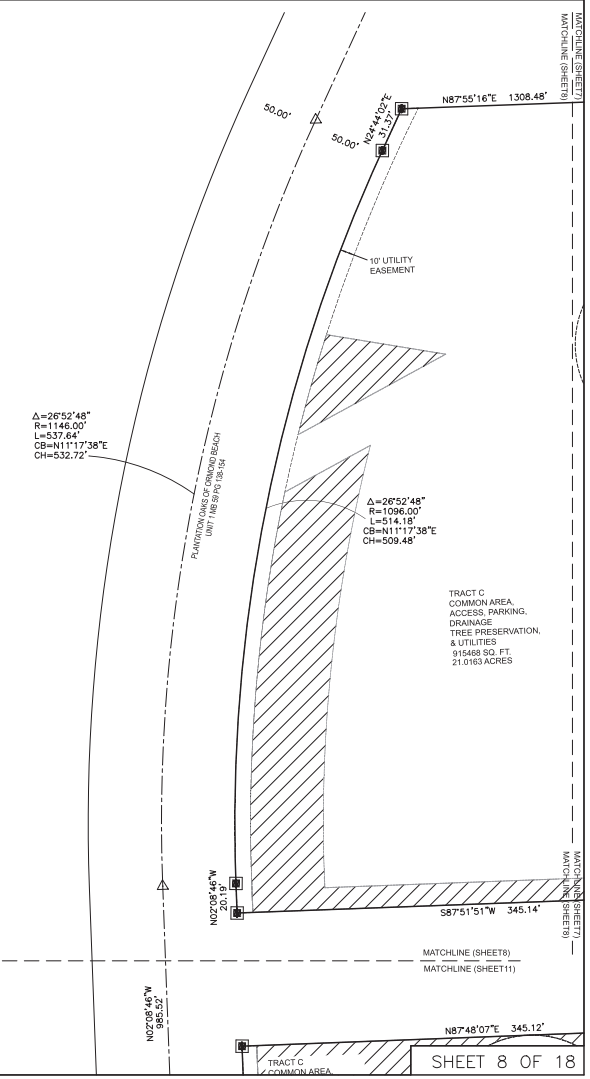
- (50) = ESTATE FAMILY
- = TREE PRESERVATION AREA



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SHEET 8 OF 18

RIDGEHAVEN

MAP BOOK:__ PAGE:__

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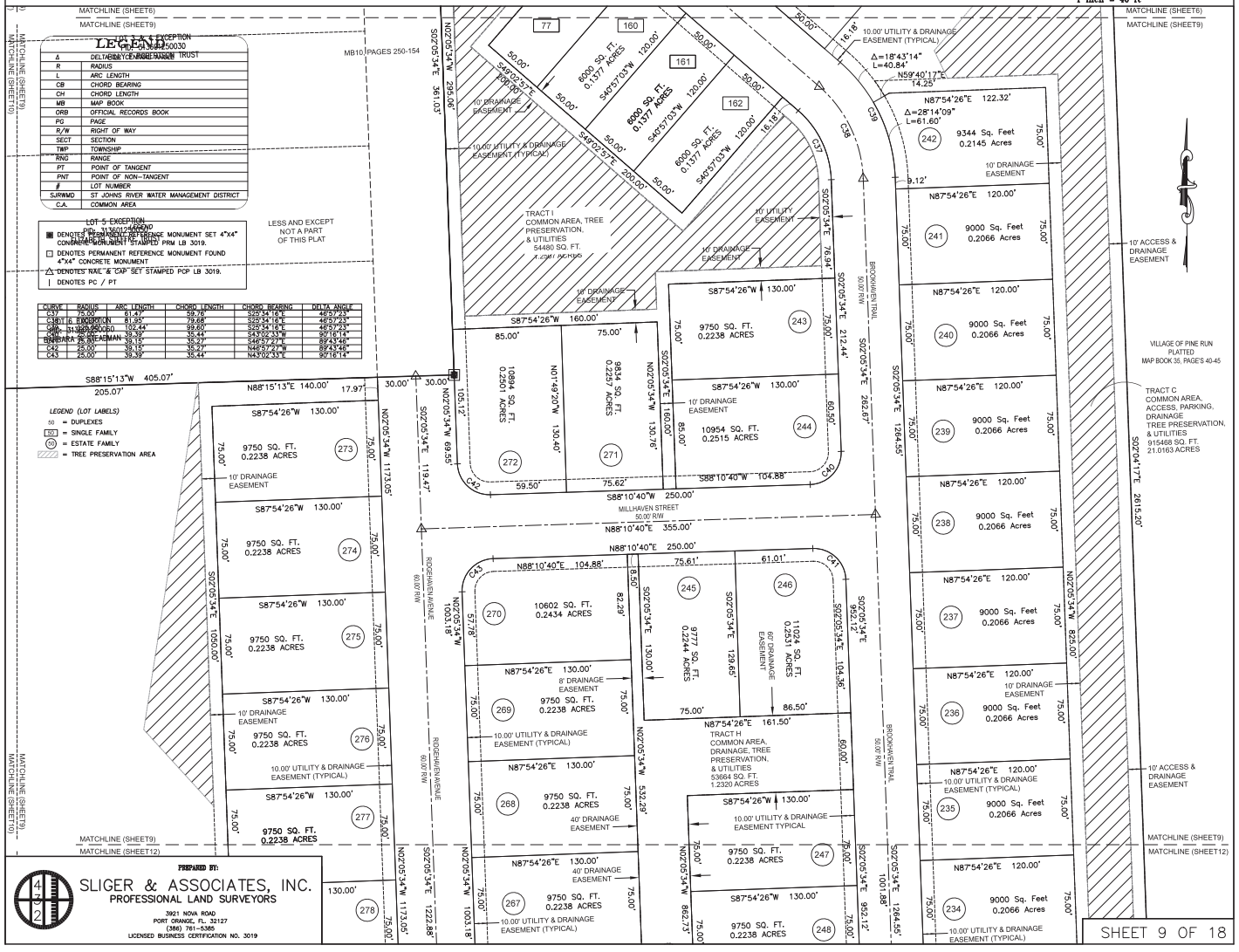
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



SHEET 9 OF 18

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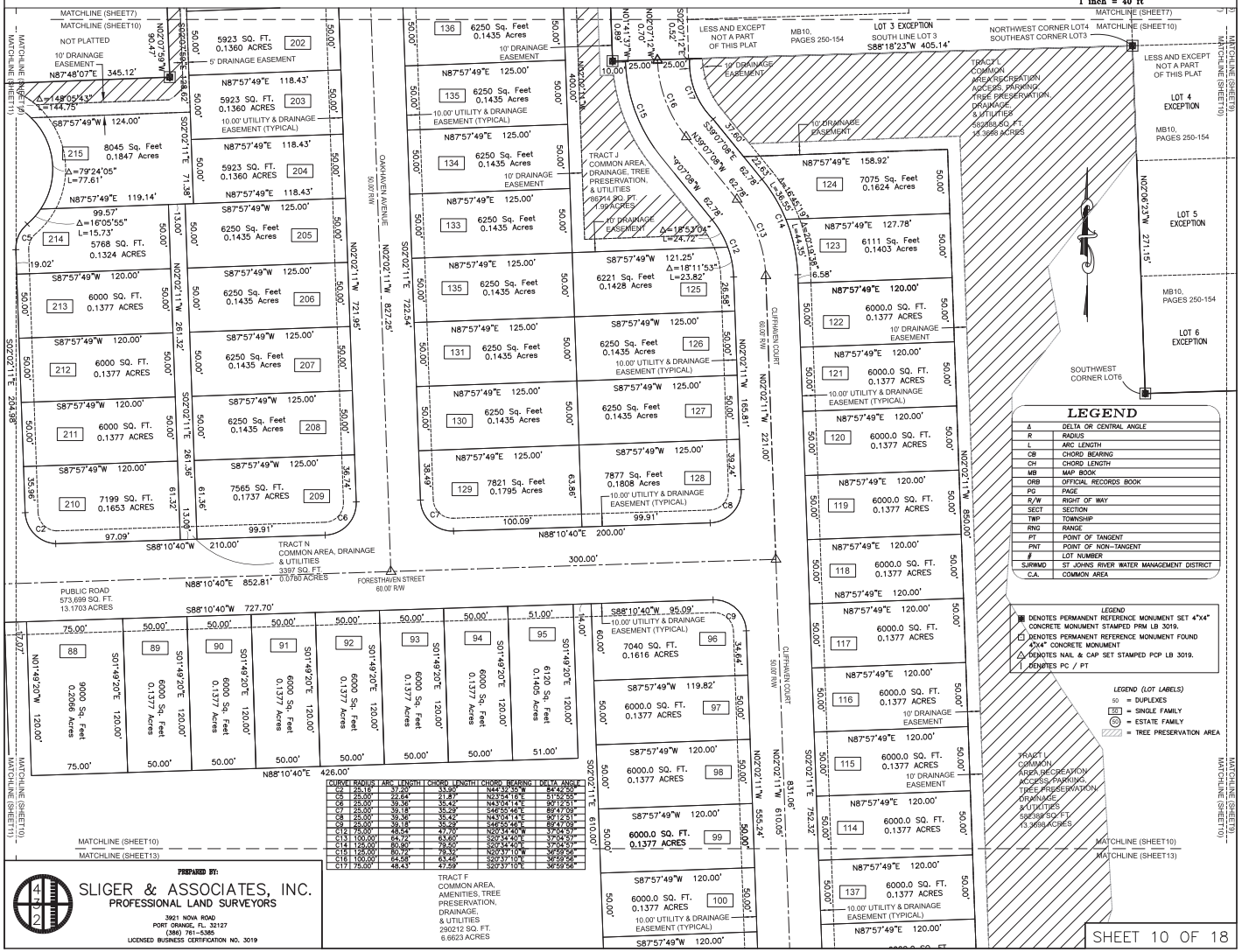

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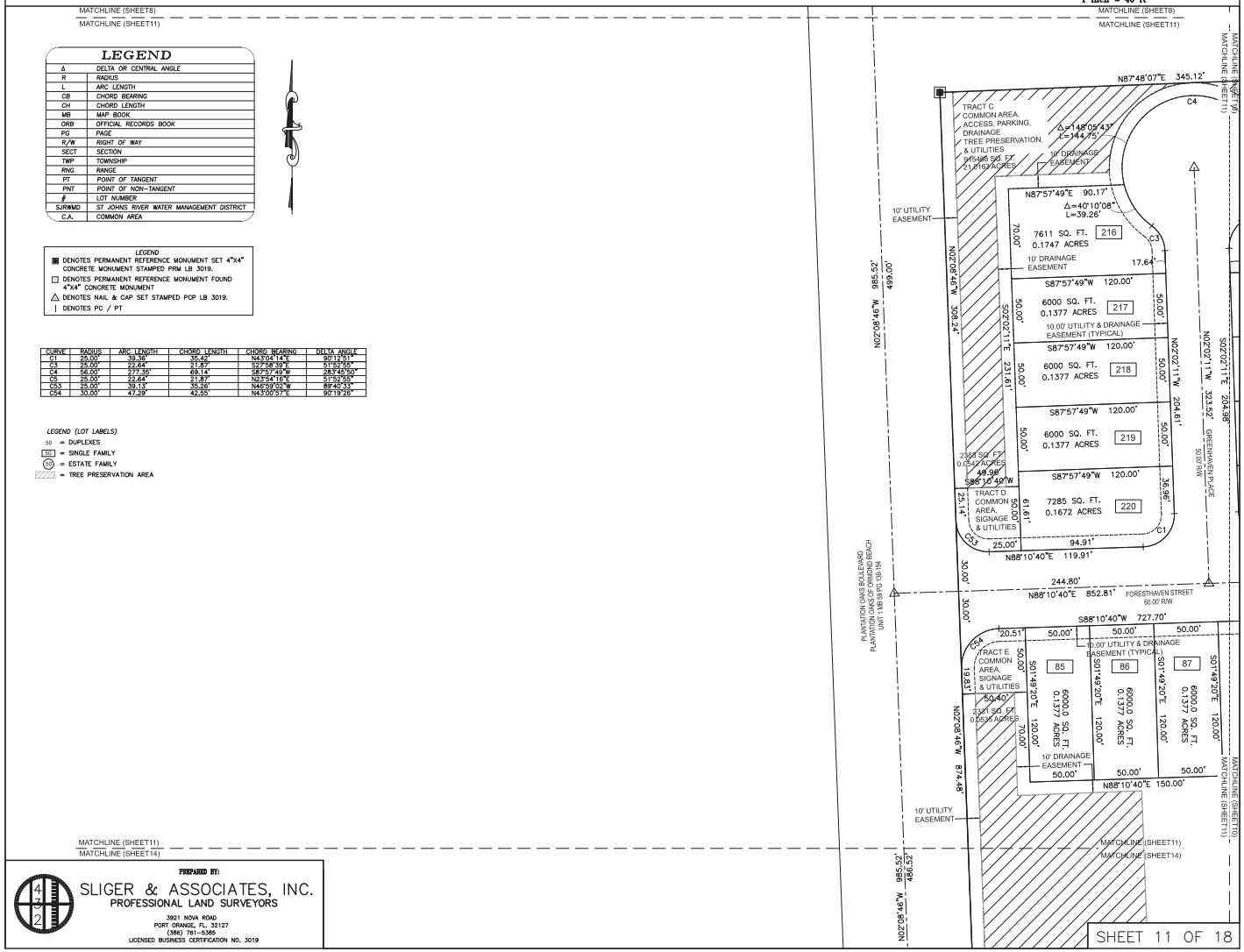

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SHEET 11 OF 18

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GRAPHIC SCALE
0 40 80 120
(IN FEET)
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GRAPHIC SCALE
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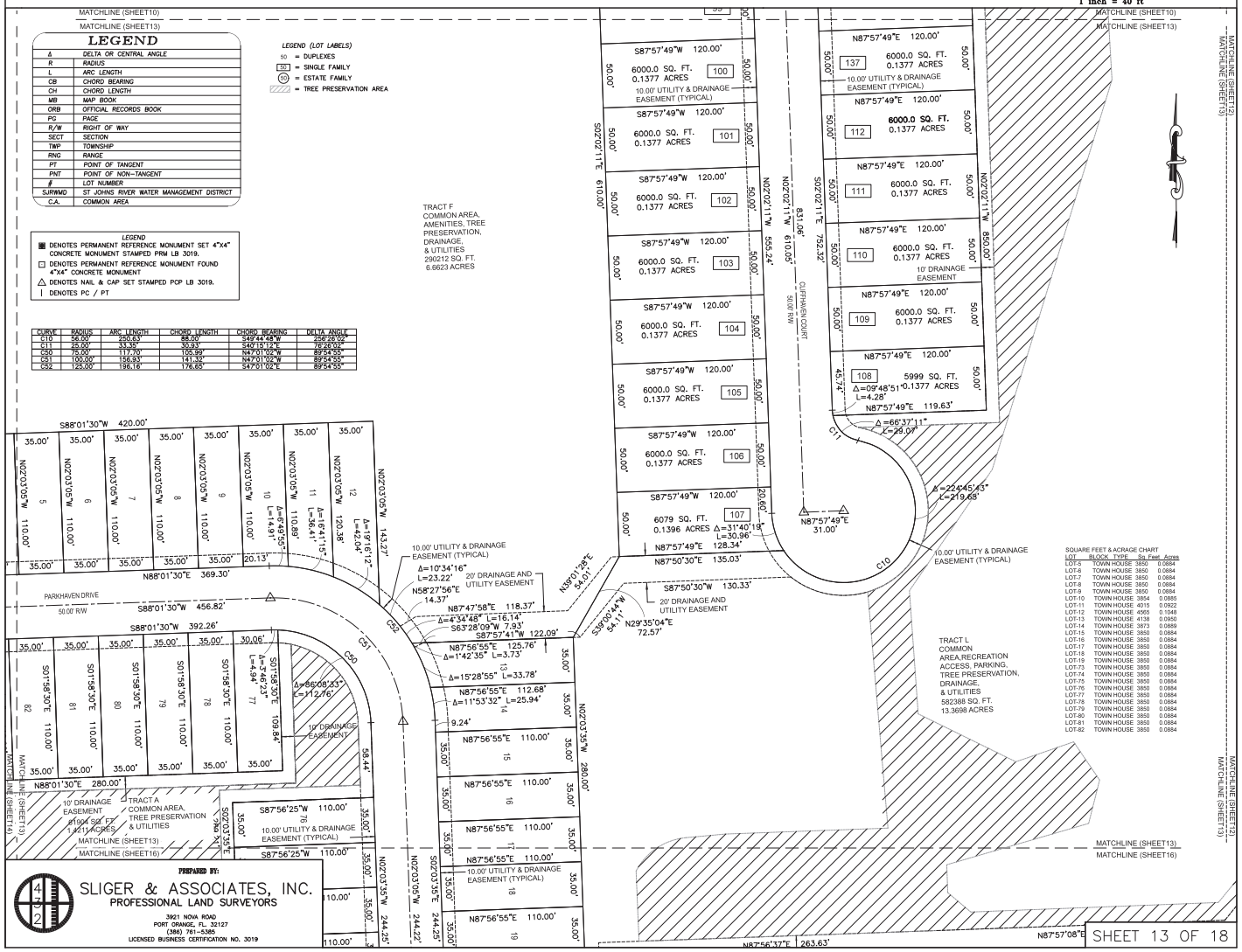
(IN FEET)
1 inch = 40 ft



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SHEET 13 OF 18

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GRAPHIC SCALE
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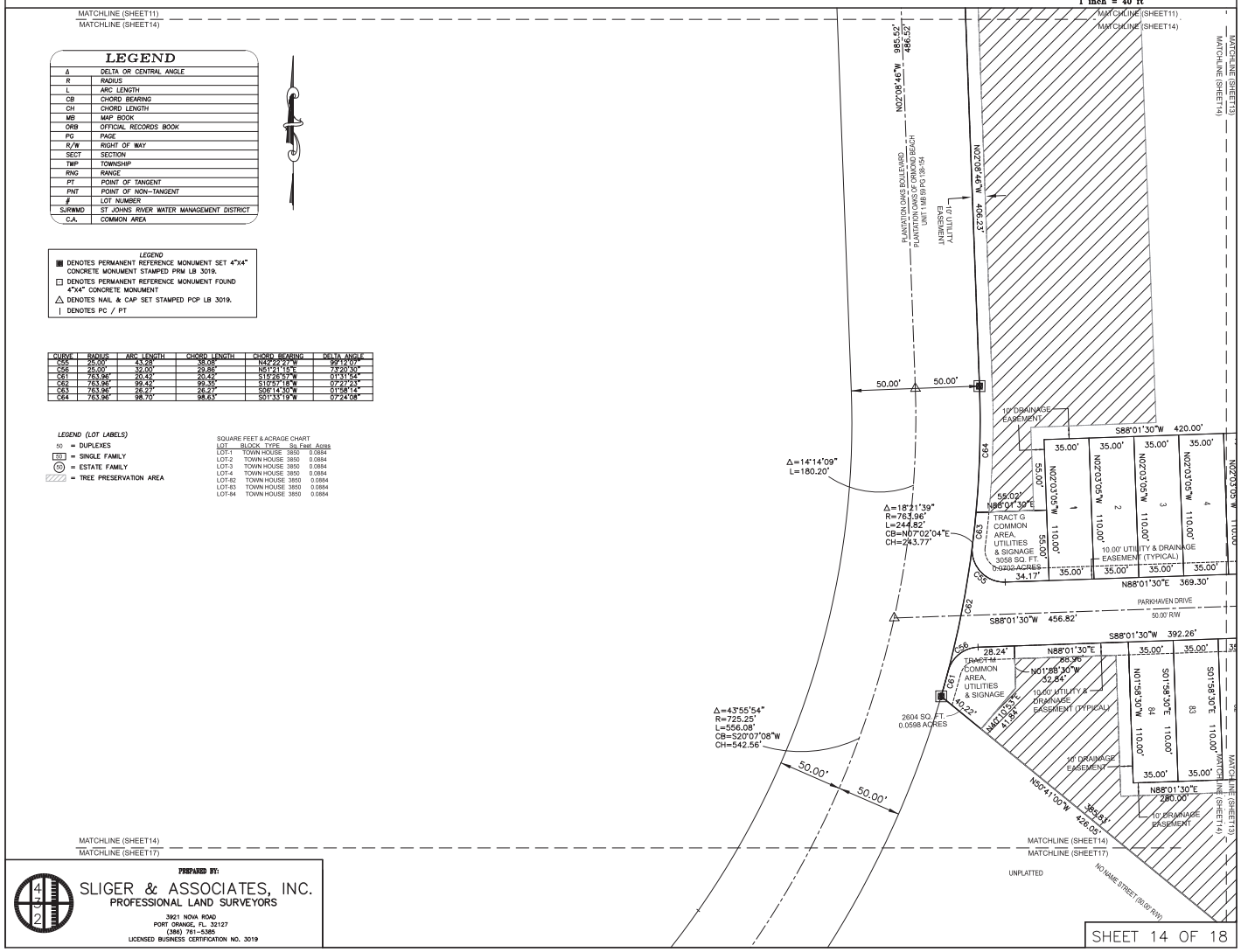
1 inch = 40 ft



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SHEET 14 OF 18

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GRAPHIC SCALE
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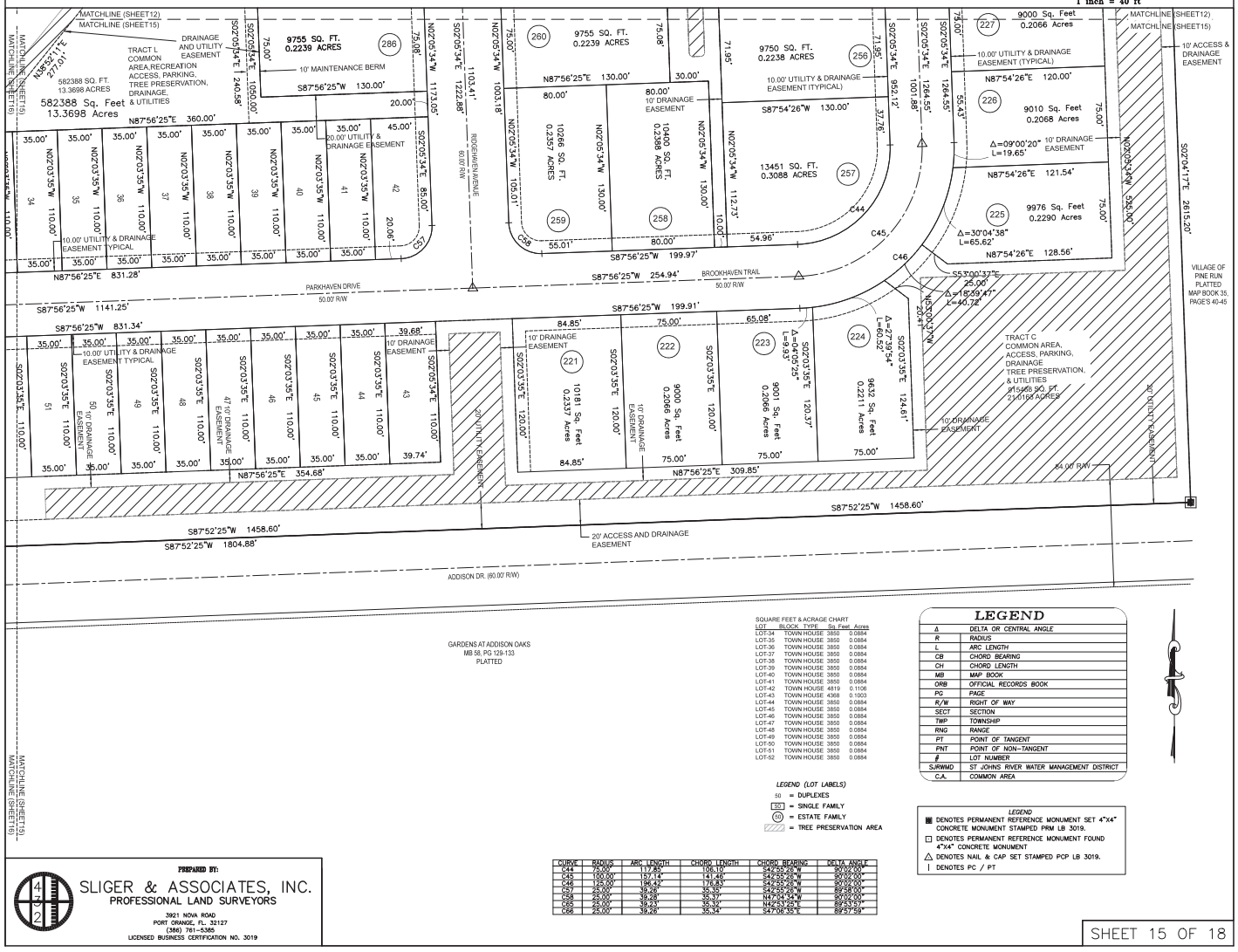
(IN FEET)
1 inch = 40 ft



SQUARE FEET & ACRAGE CHART

LOT	BLOCK	TYPE	Sq. Feet	Acres
LOT-34		TOWN HOUSE	3850	0.0884
LOT-35		TOWN HOUSE	3850	0.0884
LOT-36		TOWN HOUSE	3850	0.0884
LOT-37		TOWN HOUSE	3850	0.0884
LOT-38		TOWN HOUSE	3850	0.0884
LOT-39		TOWN HOUSE	3850	0.0884
LOT-40		TOWN HOUSE	3850	0.0884
LOT-41		TOWN HOUSE	3850	0.0884
LOT-42		TOWN HOUSE	4819	0.1106
LOT-43		TOWN HOUSE	4368	0.1003
LOT-44		TOWN HOUSE	3850	0.0884
LOT-45		TOWN HOUSE	3850	0.0884
LOT-46		TOWN HOUSE	3850	0.0884
LOT-47		TOWN HOUSE	3850	0.0884
LOT-48		TOWN HOUSE	3850	0.0884
LOT-49		TOWN HOUSE	3850	0.0884
LOT-50		TOWN HOUSE	3850	0.0884
LOT-51		TOWN HOUSE	3850	0.0884
LOT-52		TOWN HOUSE	3850	0.0884

LEGEND (LOT LABELS)
50 = DUPLEXES
[50] = SINGLE FAMILY
(50) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND
■ DENOTES PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PRM LB 3019.
⊡ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"X4" CONCRETE MONUMENT
△ DENOTES NAIL & CAP SET STAMPED PCP LB 3019.
| DENOTES PC / PT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	75.00'	117.85'	106.10'	S42°58'26"W	90°02'00"
C45	100.00'	157.14'	141.46'	S42°55'26"W	90°02'00"
C46	125.00'	196.42'	176.83'	S42°55'26"W	90°02'00"
C57	25.00'	39.28'	35.35'	S42°58'26"W	89°58'00"
C58	25.00'	39.28'	35.35'	N47°04'34"W	90°00'00"
C65	25.00'	39.27'	35.35'	N42°53'26"E	89°59'59"
C66	25.00'	39.28'	35.34'	S47°06'35"E	89°57'59"

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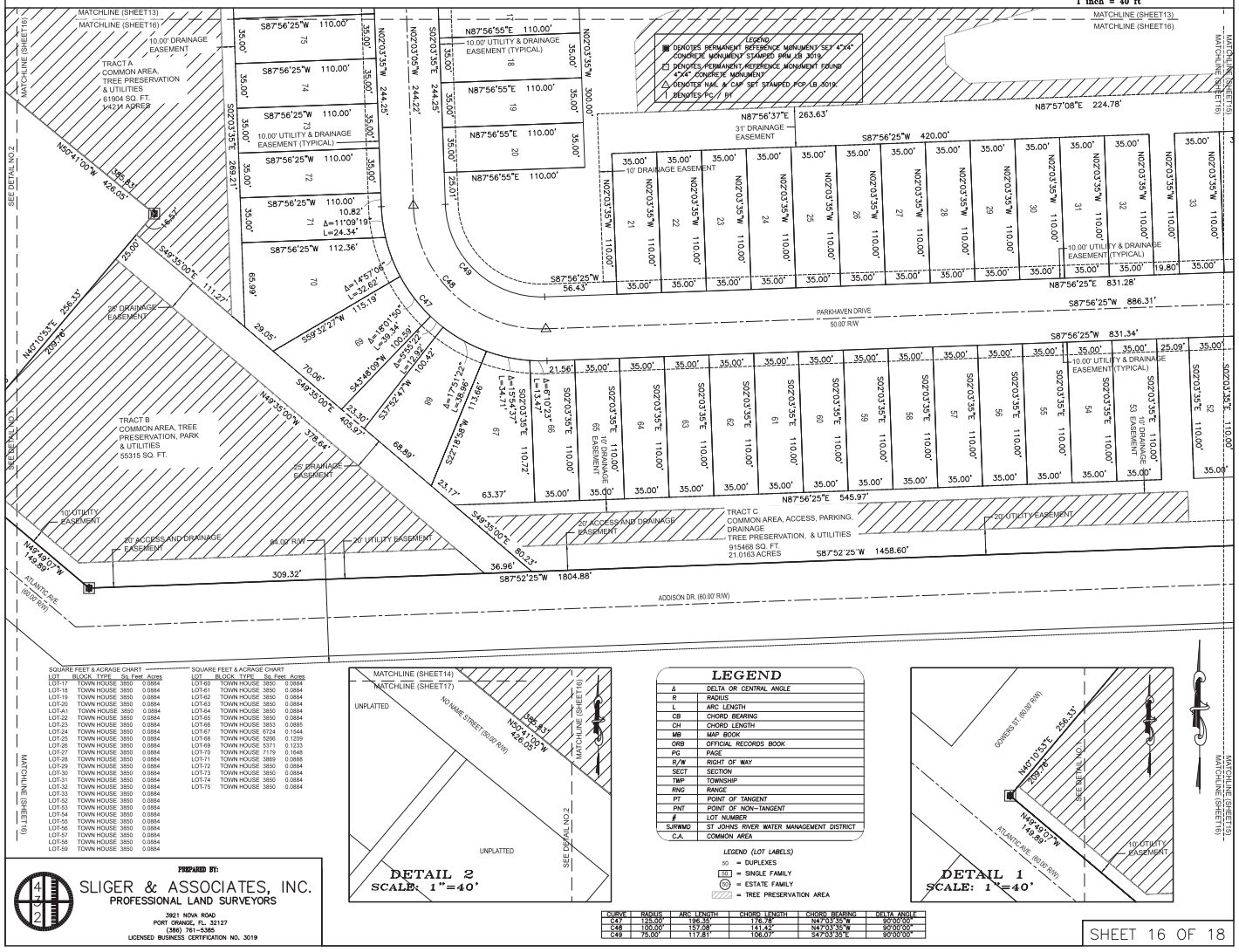
GRAPHIC SCALE
0 40 80 120
(IN FEET)
1 inch = 40 ft



LEGEND
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- ☐ DENOTES PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT
- △ DENOTES NAIL & CAP SET STAMPED PCP LB 3019
- ↑ DENOTES PC / PT

SQUARE FEET & ACREAGE CHART

LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-17	TOWN HOUSE 3850	0.0884	
LOT-18	TOWN HOUSE 3850	0.0884	
LOT-19	TOWN HOUSE 3850	0.0884	
LOT-20	TOWN HOUSE 3850	0.0884	
LOT-A1	TOWN HOUSE 3850	0.0884	
LOT-22	TOWN HOUSE 3850	0.0884	
LOT-23	TOWN HOUSE 3850	0.0884	
LOT-24	TOWN HOUSE 3850	0.0884	
LOT-25	TOWN HOUSE 3850	0.0884	
LOT-26	TOWN HOUSE 3850	0.0884	
LOT-27	TOWN HOUSE 3850	0.0884	
LOT-28	TOWN HOUSE 3850	0.0884	
LOT-29	TOWN HOUSE 3850	0.0884	
LOT-30	TOWN HOUSE 3850	0.0884	
LOT-31	TOWN HOUSE 3850	0.0884	
LOT-32	TOWN HOUSE 3850	0.0884	
LOT-33	TOWN HOUSE 3850	0.0884	
LOT-52	TOWN HOUSE 3850	0.0884	
LOT-53	TOWN HOUSE 3850	0.0884	
LOT-54	TOWN HOUSE 3850	0.0884	
LOT-55	TOWN HOUSE 3850	0.0884	
LOT-56	TOWN HOUSE 3850	0.0884	
LOT-57	TOWN HOUSE 3850	0.0884	
LOT-58	TOWN HOUSE 3850	0.0884	
LOT-59	TOWN HOUSE 3850	0.0884	

SQUARE FEET & ACREAGE CHART

LOT	BLOCK TYPE	Sq. Feet	Acres
LOT-60	TOWN HOUSE 3850	0.0884	
LOT-61	TOWN HOUSE 3850	0.0884	
LOT-62	TOWN HOUSE 3850	0.0884	
LOT-63	TOWN HOUSE 3850	0.0884	
LOT-64	TOWN HOUSE 3850	0.0884	
LOT-65	TOWN HOUSE 3850	0.0884	
LOT-66	TOWN HOUSE 3853	0.0885	
LOT-67	TOWN HOUSE 6724	0.1544	
LOT-68	TOWN HOUSE 5266	0.1209	
LOT-69	TOWN HOUSE 5371	0.1233	
LOT-70	TOWN HOUSE 7179	0.1648	
LOT-71	TOWN HOUSE 3869	0.0888	
LOT-72	TOWN HOUSE 3850	0.0884	
LOT-73	TOWN HOUSE 3850	0.0884	
LOT-74	TOWN HOUSE 3850	0.0884	
LOT-75	TOWN HOUSE 3850	0.0884	

LEGEND

Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
SECT	SECTION
TWP	TOWNSHIP
RNG	RANGE
PT	POINT OF TANGENT
PNT	POINT OF NON-TANGENT
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

LEGEND (LOT LABELS)
50 = DUPLEXES
(S) = SINGLE FAMILY
(V) = ESTATE FAMILY
▨ = TREE PRESERVATION AREA

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C47	125.00'	196.35'	176.78'	N47°03'35"W	90°00'00"
C48	100.00'	157.08'	141.42'	N47°03'35"W	90°00'00"
C49	75.00'	117.81'	106.07'	S47°03'35"E	90°00'00"

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SHEET 16 OF 18

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MAP BOOK:__ PAGE:__

GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft

LEGEND	
Δ	DELTA OR CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
MB	MAP BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
R/W	RIGHT OF WAY
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TWP	TOWNSHIP
RNG	RANGE
#	LOT NUMBER
SJRWMD	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
C.A.	COMMON AREA

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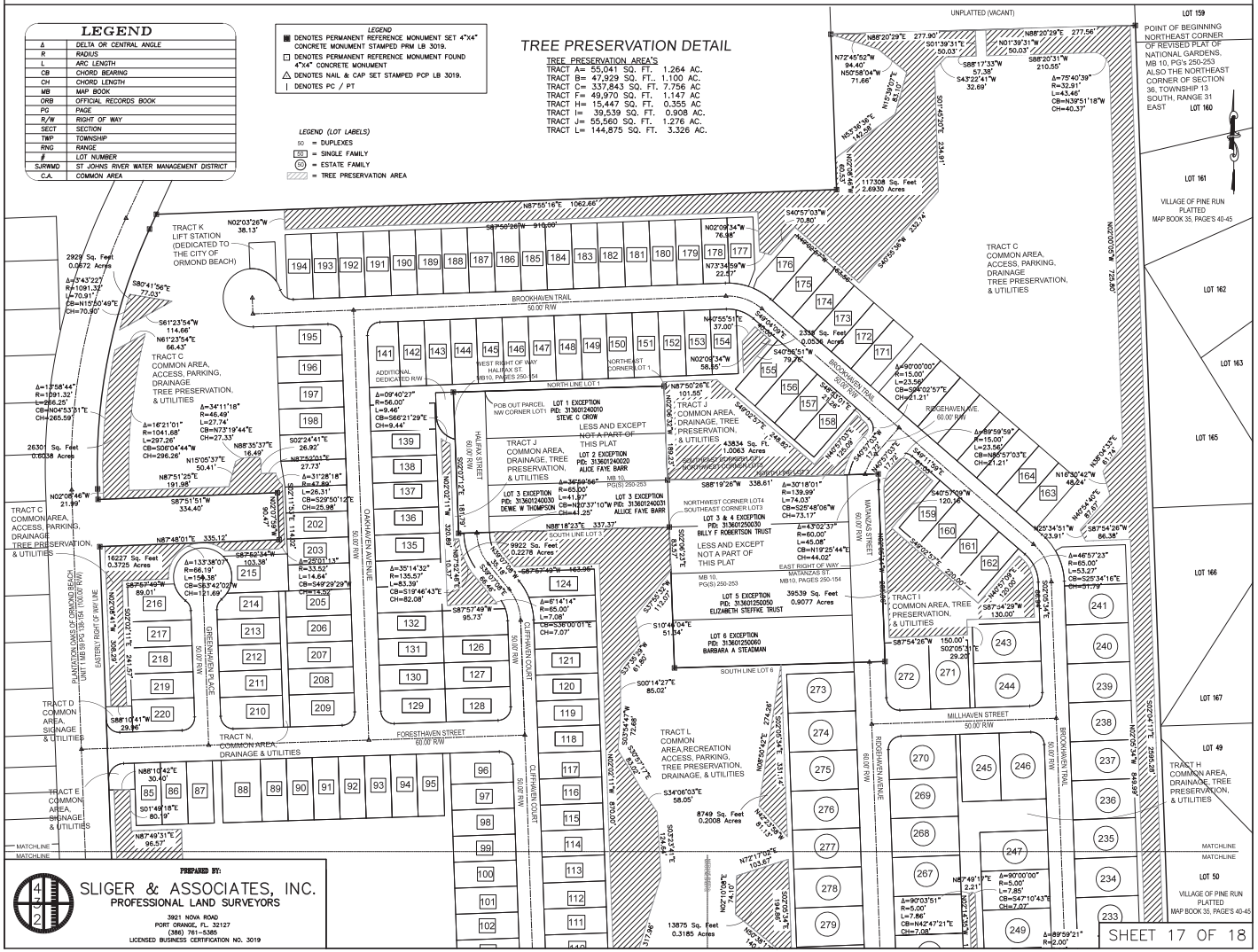
LEGEND (LOT LABELS)
- 50 = DUPLEXES
- (50) = SINGLE FAMILY
- (E) = ESTATE FAMILY
- ▨ = TREE PRESERVATION AREA

TREE PRESERVATION DETAIL

TREE PRESERVATION AREA'S
TRACT A= 55,041 SQ. FT. 1.264 AC.
TRACT B= 47,929 SQ. FT. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.



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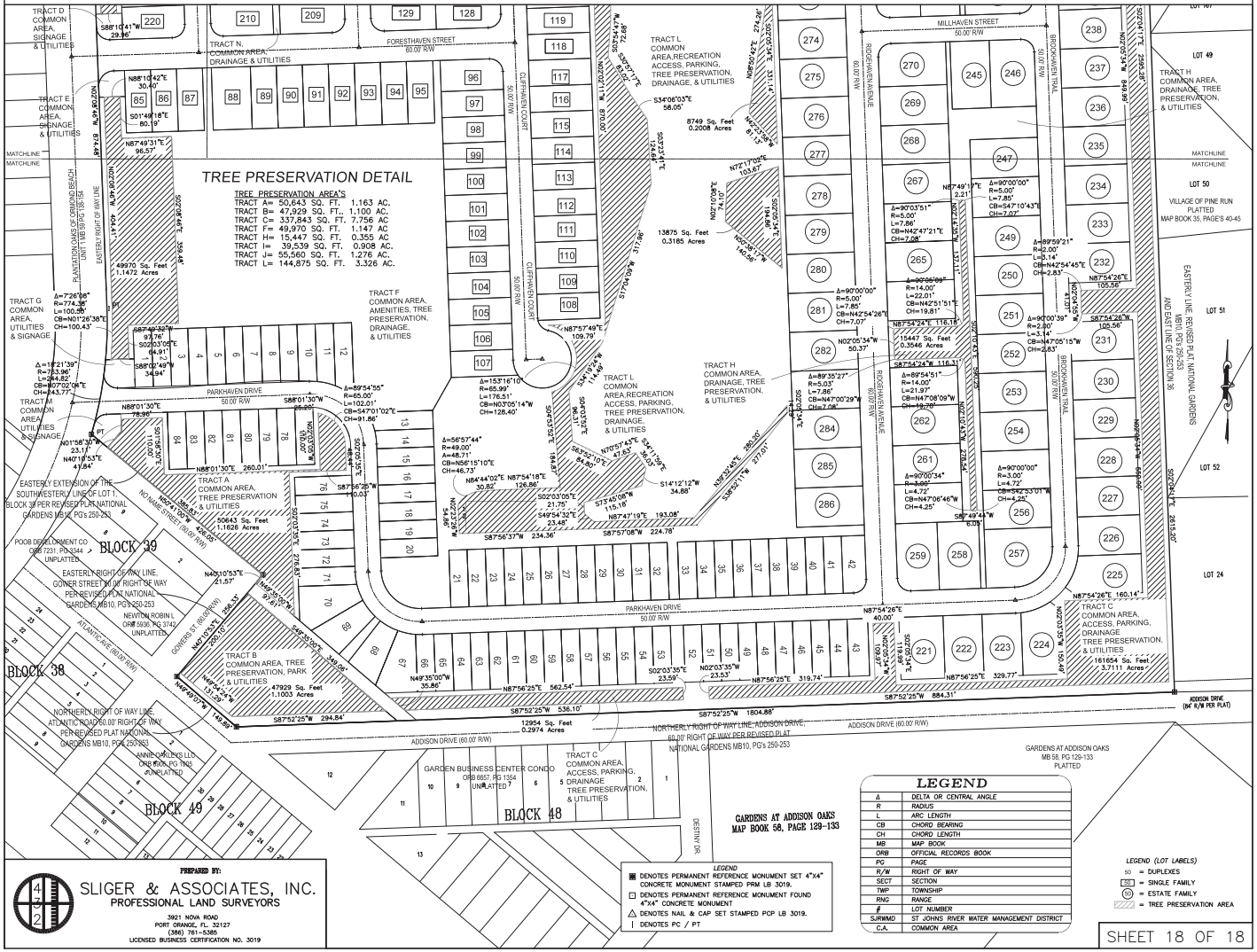
GRAPHIC SCALE
0 100 200 300
(IN FEET)
1 inch = 100 ft


TREE PRESERVATION DETAIL
TREE PRESERVATION AREA'S
TRACT A= 50,643 SQ. FT. 1.163 AC.
TRACT B= 47,929 SQ. FT.. 1.100 AC.
TRACT C= 337,843 SQ. FT. 7.756 AC
TRACT F= 49,970 SQ. FT. 1.147 AC
TRACT H= 15,447 SQ. FT. 0.355 AC
TRACT I= 39,539 SQ. FT. 0.908 AC.
TRACT J= 55,560 SQ. FT. 1.276 AC.
TRACT L= 144,875 SQ. FT. 3.326 AC.
TRACT A COMMON AREA, TREE PRESERVATION & UTILITIES
50643 Sq. Feet 1.1626 Acres
TRACT B COMMON AREA, TREE PRESERVATION, PARK & UTILITIES
47929 Sq. Feet 1.1003 Acres
TRACT C COMMON AREA, ACCESS, PARKING, 5 DRAINAGE TREE PRESERVATION, & UTILITIES
12954 Sq. Feet 0.2974 Acres
161654 Sq. Feet 3.7111 Acres
TRACT D COMMON AREA, SIGNAGE & UTILITIES
TRACT E COMMON AREA, DRAINAGE & UTILITIES
TRACT F COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, & UTILITIES
49970 Sq. Feet 1.1472 Acres
TRACT G COMMON AREA, UTILITIES & SIGNAGE
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
15447 Sq. Feet 0.3546 Acres
TRACT I COMMON AREA, ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
TRACT J COMMON AREA, UTILITIES & SIGNAGE
TRACT L COMMON AREA, RECREATION ACCESS, PARKING, TREE PRESERVATION, DRAINAGE, & UTILITIES
8749 Sq. Feet 0.2008 Acres
13875 Sq. Feet 0.3185 Acres
TRACT M COMMON AREA, UTILITIES & SIGNAGE
TRACT N, COMMON AREA, DRAINAGE & UTILITIES
TRACT C COMMON AREA, ACCESS, PARKING, DRAINAGE TREE PRESERVATION, & UTILITIES
TRACT H COMMON AREA, DRAINAGE, TREE PRESERVATION, & UTILITIES
VILLAGE OF PINE RUN PLATTED MAP BOOK 35, PAGE'S 40-45
EASTERLY LINE, REVISED PLAT, NATIONAL GARDENS MB10, PG's 250-253 AND EAST LINE OF SECTION 36
BLOCK 39
BLOCK 38
BLOCK 49
BLOCK 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
FORESTHAVEN STREET 60.00' R/W
MILLHAVEN STREET 50.00' R/W
PARKHAVEN DRIVE 50.00' R/W
CLIFFHAVEN COURT 50.00' R/W
RIDGEHAVEN AVENUE 60.00' R/W
BROOKHAVEN TRAIL 50.00' R/W
ADDISON DRIVE (80.00' R/W)
ADDISON DRIVE (84' R/W PER PLAT)
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE, 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
EASTERLY RIGHT OF WAY LINE, GOWER STREET 80.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NORTHERN RIGHT OF WAY LINE ATLANTIC ROAD 80.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
NO NAME STREET (60.00' R/W)
GOWER ST. (80.00' R/W)
ATLANTIC AVE. (80.00' R/W)
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
GARDENS AT ADDISON OAKS MB 58, PG 129-133 PLATTED
GARDEN BUSINESS CENTER CONDO ORB 6657, PG 1354 UNPLATTED
POOB DEVELOPMENT CO ORB 7231, PG 2344 UNPLATTED
NEWTON ROBIN L ORB 6936, PG 3742 UNPLATTED
ANNIE OAKLEES LLC ORB 6106, PG 1905 UNPLATTED
PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 135-154
MATCHLINE
S87°52'25"W 1804.88'
S87°52'25"W 884.31'
S87°52'25"W 536.10'
S87°52'25"W 294.84'
N87°56'25"E 562.54'
N87°56'25"E 319.74'
N87°56'25"E 329.77'
S87°56'37"W 234.36'
S87°57'08"W 224.78'
S87°54'26"W 105.56'
S87°54'26"W 116.15'
S87°54'26"W 160.14'
S87°54'26"W 40.00'
S87°49'44"W 6.78'
S87°56'25"W 10.03'
S87°56'25"W 40.00'
N87°54'26"E 105.56'
N87°54'24"E 116.15'
N87°54'26"E 105.56'
N87°54'26"E 40.00'
N87°49'17"E 2.21'
N87°57'49"E 109.79'
N87°47'19"E 193.09'
N87°49'17"E 2.21'
S88°10'42"E 29.96'
S88°10'42"E 30.40'
S01°49'18"E 80.19'
N87°49'31"E 96.57'
S87°49'38"W 93.76'
S02°03'05"E 64.91'
S88°02'49"W 34.94'
N88°01'30"E 78.98'
S88°01'30"W 65.20'
N88°01'30"E 260.01'
N01°58'30"W 23.11'
N40°19'53"E 41.84'
N43°10'53"E 21.57'
N40°19'53"E 95.61'
N40°19'53"E 131.39'
N40°19'53"E 140.89'
N49°35'00"W 35.86'
N49°35'00"W 9.61'
N49°35'00"W 140.89'
N84°44'02"E 30.86'
N84°54'18"E 126.86'
N02°03'05"E 54.86'
N02°03'05"E 21.75'
N02°03'05"E 23.48'
N02°03'05"E 23.59'
N02°03'35"E 23.53'
N02°05'34"W 50.37'
N02°05'34"W 50.37'
N02°03'05"E 278.83'
N02°03'05"E 280.00'
N02°03'05"E 280.00'
N02°03'05"E 280.00

ATTACHMENT 4

PRD development order,
Ordinance 2023-26

6/12/2023 10:26:16 AM
Instrument# 2023119839 46 pages
Book: 8419 Page: 1
Electronically Recorded By
Volusia County Clerk of the Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance 2023-26 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 7 day of June, 2023.

SEAL

Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

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.

WHEREAS, Ridgehaven, LLC, a Florida Limited Liability Company, and Snilloc Family Limited Partnership Number One, a Florida Limited Partnership, are the owners of nine parcels of real properties ("Property Owners") consisting of 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), as more particularly described and depicted in Exhibit "A" to the Planned Residential Development (PRD) Development Order attached hereto and incorporated herein ("Property"), and

WHEREAS, RidgeHaven, LLC, with authorization of Snilloc Family Limited Partnership Number One, has submitted an application for the issuance of a Development Order for a Planned Residential Development to allow the development of a subdivision of 286 lots on the Property to be known as "RidgeHaven", as described and depicted in Exhibit "A" to the PRD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from Volusia County R-4, Urban Single-Family Residential, and Ormond Beach B-8, Commercial, to Ormond Beach, Planned Residential Development (PRD), and

WHEREAS, the Planning Board held a public hearing on April 13, 2023, as required by Section 1-15(d)(2), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds 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;

(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 Owners for the issuance of a Planned Residential Development Development Order for the "Ridgehaven" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Ridgehaven" Planned Residential Development to allow the development of 286 lots on 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).

SECTION THREE. The project shall consist of three housing types that include as follows: Duplex lots - 84 lots, 50-foot-wide lots - 136 lots, and 75-foot-wide lots - 66 lots. The subdivision phasing may be modified with review and approval of the Site Plan Review Committee.

SECTION FOUR. Section 2-35(h)(3)(a) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project

is required to provide 26,820 square feet of outdoor recreational area. The project proposes (1) a 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields; (2) a 50,921 square foot walking trial at the southeast corner of the property; and (3) an 8,500 square foot walking trail along a lake and natural buffer at the northeast corner of the property. These outdoor recreational areas exceed the *Land Development Code* requirements and are hereby accepted.

SECTION FIVE. The city's standard stormwater detail number five provides an allowed stormwater depth of eight to twelve feet. The applicant is requesting a pond depth of 15± feet. The additional stormwater pond depth is hereby accepted.

SECTION SIX. Section 2-35(d)(3) of the Land Development Code requires a forty-foot perimeter buffer building setback. The subject property has existing outparcels and seeks to allow a minimum perimeter setback of: fifteen-feet next to lot 285; twenty-feet next to lots 157-163, 213, and 214; and thirty-feet next to lot 227. The minimum setbacks of fifteen-feet next to lot 285; twenty-feet next to lots 157-163, 213, and 214; and thirty-feet next to lot 227, are hereby accepted.

SECTION SEVEN. The applicant shall construct sidewalk along Plantation Oaks Boulevard along the project's boundary and beyond the property's boundary to connect with North U.S. Highway 1.

SECTION EIGHT. Per the Planning Board's recommendation, a PVC vinyl fence and an additional hedge row shall be installed on the Greenhaven Place cul-de-sac, between lots

215 and 216, to screen the existing single-family house at 1155 Plantation Oaks Boulevard. The RidgeHaven HOA shall be responsible for the maintenance of the hedge and fence.

SECTION NINE. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PRD Development Order.

SECTION TEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION ELEVEN. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 16th day of May, 2023.

PASSED UPON at the second and final reading of the City Commission this 6th day of June, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

6/12/2023 10:26:16 AM
Instrument# 2023119040 39 pages
Book: 8419 Page: 47
Electronically Recorded By
Volusia County Clerk of the Court

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	RidgeHaven, LLC, a Florida Limited Liability Company, with the authorization of Snilloc Family Limited Partnership Number One, a Florida Limited Partnership
	Planned Residential Development	PRD 2022-061
	Project Name:	RidgeHaven
	Location:	South of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision
	Parcel ID Nos.	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

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 16, 2023 and June 6, 2023, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed 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;

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 RidgeHaven, LLC, a Florida Limited Liability Company, with authorization of Snilloc Family Limited Partnership Number One, a Florida Limited Partnership (the "Property Owners"), for a Planned Residential Development ("PRD") Development Order authorizing the development and construction of a residential subdivision of 286 lots to be known as "RidgeHaven", to be located on 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) on that real property described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, Planned Residential Development, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified are hereby made a part of this Development Order;

2. All outstanding Site Plan Review Committee comments shall need to be resolved prior to the issuance of an engineering permit described in Exhibit "B";

3. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

4. Full and complete compliance with the Special Conditions described 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 Exhibit "C" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Development Order approved for this development project, and of the *Land Development Code*.

E. There shall be no site preparation including clearing, filling, dredging, or excavation, nor shall any construction begin until the Preliminary Plat site plans are approved. If construction has not begun within five years (June 6, 2028) from the date of City Commission approval of this Development Order with the subdivision plat processed in accordance with Sections 4-17 or 4-18 of the *Land Development Code*, this Development Order shall automatically become void and shall have no further effect. Before the planned development permit can be re-established, a new PRD Development Order application must be filed shall be reviewed and approved by the Planning Board and the City Commission under the provisions of Chapter 1, Article II, Section 1-14(3)(b), of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Residential Development Order is abandoned for a period of two (2) years or there has been no construction activity during that period, any permit shall be void and a Notice of Final Plan Revocation shall be filed under the provisions of Chapter 1, Article II, Section 1-14(3)(b)(2) of the *Land Development Code,* and a new application for a PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Chapter 1, Article II, Section 1-14, or with the conditions provided in the Planned Residential Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owners and shall be binding upon the Property Owners and their successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORDERED this 6th day of June, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: Bill Partington
BILL PARTINGTON
Mayor

Attest:
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'17"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°49'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHEAST CORNER OF SAID LOT 3; THENCE S87°51'51"W ALONG THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY ; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE N88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS

SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832–17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X–228 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NGVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE 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. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005–15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3125080000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
TRACT W PLAN OAKS
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PG's 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585' (P)
S02°24'28"W 36.64' (P)
S89°02'54"E 351.10' (P)
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 1
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
N02°08'46"W 432.96' (P)
N02°07'59"W 434.64' (P)
N02°07'59"W 298.88' (M)
SOUTHERLY LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
EASTERLY LINE AS NOW MONUMENTED, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
N02°05'34"W 298.88' (M)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 48
BLOCK 49
(R) R=514.18' R=1096.00' L=514.18' CB=S11°17'38"W CH=509.48'
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
TRACT "RW–A"
TRACT "RW–B"
TRACT "RW–C"
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250–253
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 34.52' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 25.51' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
NAIL/DISC ELEV.= 30.68' (NAVD 88)
NAIL/DISC ELEV.= 29.70' (NAVD 88)
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°21'33"W 345.20'
LOT 2 EXCEPTION PID: 3136031440001 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 3136031440020 DENISE M THOMPSON
LOT 3 EXCEPTION PID: 3136031440031 ALICE FAYE BARR
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°19'26"W 345.16'
LOT 3 & 4 EXCEPTION PID: 3136012550030 BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION PID: 3136012550050 ELIZABETH STRIFFAE TRUST
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S88°15'13"W 345.07'
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°51'51"W 345.14'
N87°48'07"E 345.12'
"MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253"
MONUMENTED EAST LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
N02°07'59"W 90.47'
1.25'x1.25' COLUMN (TYPICAL)
INDIANA AVENUE
TENNANT AVENUE
TENNANT AVENUE (60' R/W)
INDIANA AVENUE (60' R/W)
ADDISON DRIVE (60' R/W)
ADDISON DRIVE (60' R/W PER PLAT) QUANAH
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
S87°52'25"W 1804.88' (M)
EASTERLY RIGHT OF WAY LINE, GOWER STREET 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PG's 250-253
SOUTHERLY PROJECTION OF EAST LINE OF GOWER STREET
N40°10'53"E 600.00'
S49°49'07"E 149.89'
S49°49'07"E 149.89' (M)
S40°10'53"W 600.00'
S40°10'53"W 600.00' (M)
N49°49'07"W 149.89' (M)
N40°10'53"E 600.00'
N40°10'53"E 600.00' (M)

Project Name: PZ-22-061
Project Description: RidgeHaven subdivision, PRD & Preliminary Plat (298 units on 103.45 acres)
Review Comments List Date: 3/31/2023

Ref. # 164, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Tailwater, Stormwater Calculations.pdf
In the review of the plans and stormwater design, it appears that the existing swale invert is well above the invert to the discharge pipe from the stormwater pond in the north east corner of the site. What is any modifications to the canal will be done to ensure the flow is not impeded.

Ref. # 171, Civil Engineer, David Allen, Cycle 3
Markup: Civil-Post Basin B, Stormwater Calculations.pdf
What is the criteria for an overflow outlet for this land-locked basin. What impacts will this design have on the parcels not part of this project.

Ref. # 198, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Systems, Hydraulic Grade Line Calculations.pdf
Identify the runs of pipe on a site plan to determine the actual location.

Ref. # 199, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Pipe Runs-2, Hydraulic Grade Line Calculations.pdf
Identify the runs on this overall plan. Identify the nodes that appear in more than one run, such as structures at 41 and 53. Show the hydraulic grade line from both runs.

Ref. # 200, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Color Code, Hydraulic Grade Line Calculations.pdf
When trying to identify the different runs, the color code on this sheet, did not match the individual runs shown on the following pages.

Ref. # 201, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland, Hydraulic Grade Line Calculations.pdf
In our meeting this basin was discussed, where are the connections for any overflow from this basin to the stormwater system?

Ref. # 202, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #6, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 203, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Run #7, Hydraulic Grade Line Calculations.pdf
Please identify this run on the overall plan. I was unable to identify it.

Ref. # 204, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland Stage, Stormwater Calculations.pdf
In previous comments, this basin was noted as land-locked. Response was that there were outlets for the basin. Please indicate the stage that this wetland will reach prior to the discharge. Will this stage adversely affect the two outparcels.?
The location of the outlets appear to be on the other side of the out parcels.

Ref. # 205, Civil Engineer, David Allen, Cycle 4

Markup: Civil-Post-Tree-Pres, Stormwater Calculations.pdf
This basin appears to have multiple discharge points i.e.: north, south and east. Should this basin be divided by discharge points?

Ref. # 206, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Wetland-Post Basin 'B', Stormwater Calculations.pdf
In the predeveloped condition an irregular weir separates portions of the basin. Was this removed? If not how does this affect the surface flow to the outlet structures?

Ref. # 207, Civil Engineer, David Allen, Cycle 4
Markup: Civil-Overall Stormwater, Stormwater Calculations.pdf
In our meeting, we requested the impacts to the adjacent and down stream properties be evaluated. Provide documentation that there will not be adverse impacts to the adjacent properties. Second, the drainage swale/ditch that will be the ultimate discharge appears to be less than adequate for the proposed flows.

Ref. # 215, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Grading, C011-CIVIL.pdf
Flow arrows indicate a flow to the west and Inlet 110A. However, there are no grades to provide documentation of this flow.Provide information on the flow pattern of the non-paved portion of Cliffhaven Court. This area has no existing grades on the profile for Cliffhaven Court.
Will there be any grading in this area?

Ref. # 216, Civil Engineer, David Allen, Cycle 5
Markup: Civil Grading C-011, C011-CIVIL.pdf
The existing grades in this area indicate the flow to the west. How will the proposed inlet drain this area/
Will the two areas stage up to the elevation of the roadway?

Ref. # 217, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Out parcels, C012-CIVIL.pdf
Provide additional grading information on the out parcels to ensure the safety of the parcel
Will the two areas hashed stage to a point of merging ? The western connecting point appears to be the low point at the 28 contour.
Are there any existing elevations available in these areas?

Ref. # 218, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Ridgehave Ave., C012-CIVIL.pdf
Provide any existing elevations for the unpaved limits of Ridgehaven Ave. How will this profile make the connection between the two asphalt sections.?

Ref. # 219, Civil Engineer, David Allen, Cycle 5
Markup: Civil-H2O main, C017-UTILITY.pdf
It appears that this water main extension passes under the proposed structure for Lot 52. Please re-route this main into the open area to the west. keeping the minimum distance between H2O and sanitary sewer mains.
Relocate the valves associated with the tee connection.

Ref. # 220, Civil Engineer, David Allen, Cycle 5
Markup: Civil-Overall Questions on HGL Calc-Stormwater-Ponds and Basins, C013-CIVIL.pdf

Stormwater Management Questions

1. The hydraulic grade line calculations should begin with the tailwater of the peak stage for 25yr/24hr storm event.
2. The 25 year 24 hour stage of the ponds is elevation 28.52 or 28.53. The top of the inlets noted as the overflow for the large wetland in the interior of the project range anywhere from elevation 26.00 to 27.50. The hydraulic grade line for the pipe system that end at these inlets will be above the top of the inlet. Please model the wetland and provide a peak stage for this basin.
3. When evaluating the overall plan, Sheet 2, the only inlet directly connected to the interior wetland is 113A at elevation 27.50 top. Show how the other inlets, 31, 14, 28, 110A, 114A will accept flow without crossing the roadway or the outparcels.
4. The stage of the ponds, elev. 28.52 when compared to the rear yard elevations there could be water within the lots.
5. Run No. 5 ends at Inlet 113A, the HGL appears well above the top of the inlet. Even with out the flow area including the entire interior wetland.
6. Basin 110A, shows flow arrows from the east to the west. However, there are no grades to provide evidence that this is the actual flow pattern.
7. Post Development Drainage Basins Plan

a. Post-Tree-Pres basin should be split at the north-eastern corner to allow for the flow through Lakes of Pine Run to be shown verse the existing flow pattern. Post Basin C and the Addison Canal and the eastern boundary canal appear to drain to the canal in Lakes of Pine Run.

b. In Post Basin A-there are two depressions, between the tier of lots on west side of Brookhaven Trail and the lots on the east side of Ridgehaven Avenue. Do either of these depressions stage up during the major storm events? If so, what would be the peak stage and would the rear of the lots be in danger of water encroachment?

c. There does not seems to be any information available for Lake E. Provide any stage information.

8. Comment Regarding questions above- In comparing the Pre-Basins and the Post Development basins, it appears that the interior wetland previously drained through Pre-DEP-D which has now been severed by the filling of the lots.

Ref. # 231, Civil Engineer, David Allen, Cycle 5
Markup: Civil--Swale, C012-CIVIL.pdf
The swale appears to be on the adjacent property, please provide written authorization for the connection from Ridgehaven to swale. As well as permission for the flow to now proceed to the north in the swale.
Has the County been notified of the connection to the existing ditch and the change to the surface water flow?

Ref. # 188, Landscape Architect, Cara Culliver, Cycle 4
Markup: 14" Oak Missed, C004-EC.pdf
- Please add this missing 14" specimen Oak to the removal chart & calculations.

Ref. # 194, Landscape Architect, Cara Culliver, Cycle 4
Markup: Specimen Tree Chart, C048A-LANDSCP INFO.pdf
- Specimen trees removed = 89

- Specimen trees to remain = 56, please correct the chart.

Ref. # 210, Landscape Architect, Cara Culliver, Cycle 5
Markup: Missing 14" Oak, C004-EC.pdf
- See red cloud for missing 14" Oak.

Ref. # 211, Landscape Architect, Cara Culliver, Cycle 5
Markup: 14" Oak Missed, C048A-LANDSCP INFO.pdf
Please add the missing 14" specimen Oak to the removal chart, the H3 is the 15" Oak. Add letter L3 for 14" Oak.

Ref. # 212, Landscape Architect, Cara Culliver, Cycle 5
Markup: 20' Landscape Buffer Calculation, C048-TREE PLANTING.pdf
- The total buffer length is 651.05' (see plat) subtracting driveway (99.42) = 551.63' = 22 Required Trees, 221 Shrubs & 221 Ground Covers and not 500'.

Ref. # 213, Landscape Architect, Cara Culliver, Cycle 5
Markup: Buffers Along Outparcel, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the outparcel.

Ref. # 214, Landscape Architect, Cara Culliver, Cycle 5
Markup: Changemark note #03, C048-TREE PLANTING.pdf
- Please add the (3) buffers sides along the parcel edges, see lineal footage for each side.

Ref. # 137, Planning Director, Steven Spraker, Cycle 2
Markup: Planning, ROW vacation, RW Vacation Exhibit.pdf
Please provide a sketch and legal description for the ROW to be vacated.

Ref. # 223, Utility 1, Mike Stephenson, Cycle 5
Markup: Eastern Channel Modifications?, C012-CIVIL.pdf
Please advise of any proposed construction activities on the eastern side of RidgeHaven within the existing channel. Verbally I have heard discussion regarding modifying the channel with the intent to prevent stormwater from the RidgeHaven outfall from traveling toward the existing channel serving the Village of Pine Run, but I have not seen any proposed plans to date.

Ref. # 224, Utility 1, Mike Stephenson, Cycle 5
Markup: RCP and CMP in Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the existing 36-inch CMP in the channel to west of RidgeHaven was sized and please advise how the 60-inch RCP under Plantation Oaks was sized.

Ref. # 225, Utility 1, Mike Stephenson, Cycle 5
Markup: WM Re-route, C017-UTILITY.pdf
Please revise the proposed water main routing under unit 52 to be out from under the unit and in the right of way.

Ref. # 226, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of Channel to Outfall Point, C012-CIVIL.pdf
Please provide design documentation showcasing how the channel leading to the outfall point was sized.

Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.03 ; S = 0.0005 ; A = 67.3 Ft^2 ; P = 22.8 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 154 CFS for the channel leading to the outfall point.

The current stormwater report for RidgeHaven lists the peak discharge for the 25YR-24HR event as

139.69 CFS. The Plantation Oaks storwmater report lists the peak discharge for DITCH-POST in the 25YR-24HR event as 156.59 CFS. The peak discharge for RidgeHaven West will likely be somewhere around 100 CFS for the 25YR-24HR event (assumption made by me based off of acreage). All total, this suggests the channel conveying flow to the outfall would need to be able to accommodate 396.3 CFS, which is above my assumed calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

Ref. # 227, Utility 1, Mike Stephenson, Cycle 5
Markup: Sizing of RidgeHaven Discharge Channel, C012-CIVIL.pdf
Please provide design documentation showcasing how the outfall channel discharge on the northside of RidgeHaven was sized.

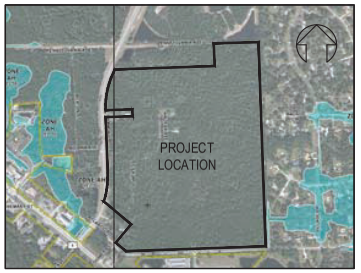
Assumptions on my end: Q = (K/n) * ((A/P)^(2/3)) * S^(1/2) * A ; K = 1.49 ; n = 0.030 ; S = 0.0005 ; A = 54.5 Ft^2 ; P = 26.1 Ft. Values of A, P, and S were calculated utilizing as-built documentation of the existing channel. Utilizing these values, I calculate a theoretical max flow rate of 98.9 CFS for the channel.

The current stormwater report for RidgeHaven showcases a peak discharge of 139.69 CFS for the existing channel in the 25YR-24HR event, which is above my theoretical calculations. Please advise if my assumptions have been made in error while reviewing your supplied documentation.

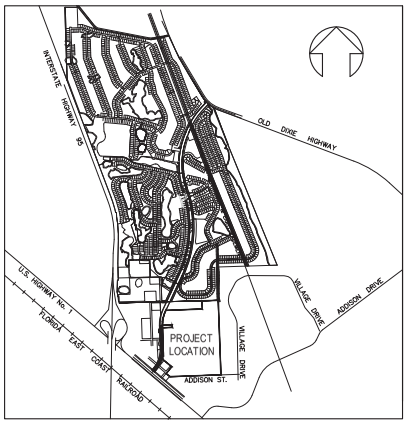
RidgeHaven
PRELIMINARY PLAT & CONSTRUCTION PLANS
ORMOND BEACH, FLORIDA

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 10" 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 & CONTEMPORARY LIGHTS TO BE FP&L STANDARD LED, (CONTEMPORARY LIGHT) AND BLACK FIBERGLASS POLES, STREET LIGHTS AND POLES TO BE PROVIDED BY FPL.
7.) ELEVATIONS REFER TO MEAN SEA LEVEL NAVD 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 SEEDED AND MULCHED.
13.) WHERE SANITARY FORCE MAINS CROSS POTABLE WATER LINES, THE FORCE MAIN IS TO BE CONSTRUCTED OF PVC SDR-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. PROJECT TO BE BUILT IN ONE PHASE.
15.) PRIOR TO CERTIFICATE OF OCCUPANCY ALL OFFSITE EASEMENTS (IF REQUIRED) NEED TO BE RECORDED AND REFERENCED BY PLAT OR O.R. BOOK AND PAGE AND RECORDED UNDER SEPARATE INSTRUMENT.
16.) ONSITE 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 "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM 0.080 GAUGE 5052-H38 ALUMINUM BLANKS. ALL STOP SIGNS SHALL BE HIGH INTENSITY 30" OR 36" OCTAGON INSTALLED ON 3"x 12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR ALL SIGNS SMALLER THAN 36" 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 FDOT 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. SEE DETAIL SHEETS FOR PROPOSED ORNAMENTAL POLES.
18.) ALL MAINTENANCE OF ALL COMMON AREAS, LAKES, AMENITY AREAS, LANDSCAPE AND IRRIGATION TO BE THE SOLE RESPONSIBILITY OF RidgeHaven H.O.A. INC.
19.) OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7 AM TO 7 PM MONDAY THROUGH SATURDAY.
20.) EXCEPT WITHIN THE EXISTING FPL 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.) 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.



FLOOD MAP
F.I.R.M. #12127C0184K, SEPTEMBER 29, 2017
F.I.R.M. #12127C0203K, SEPTEMBER 29, 2017
FLOOD ZONE X



LOCATION MAP

PROJECT NAME
RidgeHaven

PROJECT DESCRIPTION
SUBDIVISION OF 103.45 ACRES INTO 84 DUPLEX LOTS, AND 202 SINGLE FAMILY LOTS

DEVELOPER
RidgeHaven, LLC
123 MAGNOLIA AVENUE
DAYTONA BEACH, FL 32114
RICK MAUGERI, MANAGER

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
JEFF BARNES, P.S.M.
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5385
EMAIL: jbarnes@sligerassociates.com

TRAFFIC CONSULTANT
LASSITER TRANSPORTATION GROUP
R. SANS LASSITER, PRESIDENT
140 WEST GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FLORIDA 32174
(386) 257-2571 FAX (386) 257-6996
EMAIL: rlassiter@lassitertransportation.com

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COREY D. BROWN, ESQ.
STORCH LAW FIRM
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glenn@storchlawfirm.com
corey@storchlawfirm.com

ENVIRONMENTAL CONSULTANT
BILL GRIFFY
ECOLOGICAL CONSULTING SOLUTIONS, INC.
410 NORTH STREET, #130
LONGWOOD, FL 32750
(407) 869-9434
BGriffy@ecsfl.cc

Map Unit Symbol	Map Unit Name	Percent of AOI
6	Basinger fine sand, frequently ponded, 0 to 1 percent slopes	1.6%
13	Cassia fine sand, 0 to 2 percent slopes	41.0%
17	Daytona sand, 0 to 5 percent slopes	4.7%
32	Myakka-Myakka, wet, fine sands, 0 to 2 percent slopes	40.8%
51	Pomona-St. Johns complex	11.9%
Totals for Area of Interest		100.0%

SOILS MAP

LAND USE TABULATION
TOTAL SITE AREA = 4,506,282 SF = 103.45 ACRES
TOTAL L.F. OF PUBLIC ROADS = 10,988 L.F.

DENSITY INCLUDING WETLANDS = 286 LOTS / 103.45 AC = 2.76 DU/AC
DENSITY MINUS WETLANDS = 103.45 – 8.493 = 94.957 AC
286 LOTS / 94.957 AC = 3.01 DU/AC

DEDICATION RIGHT OF WAY.....13.142 AC
LOT AREA.....41.407 AC
TRACT A (COMMON AREA, TREE PRESERVATION, AND UTILITY).....1.479 AC
TRACT B (COMMON AREA, PARK, TREE PRESERVATION, AND UTILITY).....1.270 AC
TRACT C (COMMON AREA, ACCESS, PARKING, DRAINAGE, TREE PRESERVATION, AND UTILITY).....21.079 AC
TRACT D (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT E (COMMON AREA, SIGNAGE, AND UTILITY).....0.054 AC
TRACT F (COMMON AREA, AMENITIES, TREE PRESERVATION, DRAINAGE, AND UTILITY).....6.731 AC
TRACT G (COMMON AREA, SIGNAGE, AND UTILITY).....0.070 AC
TRACT H (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.232 AC
TRACT I (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....1.251 AC
TRACT J (COMMON AREA, DRAINAGE, TREE PRESERVATION, AND UTILITY).....2.031 AC
TRACT K (LIFT STATION).....0.066 AC
TRACT L (COMMON AREA, RECREATION, ACCESS, TREE PRESERVATION, DRAINAGE, UTILITY).....13.446 AC
TRACT M (COMMON AREA, SIGNAGE, AND UTILITY).....0.060 AC
TRACT N (COMMON AREA, DRAINAGE, AND UTILITY).....0.078 AC
TOTAL AREA.....103.45 AC

TOTAL NUMBER OF LOTS = 286 LOTS / 94.957 AC = 3.01 DU/AC

TOTAL WETLAND AREA = 7.987 AC

WETLAND IMPACTS:
1.....0.065 AC
2.....0.453 AC
3.....0.977 AC
TOTAL.....1.495 AC

TOTAL WETLAND TO REMAIN = 6.49 AC

TOTAL UPLAND BUFFER TO REMAIN = 1.880 AC
TOTAL REMAINING WETLANDS AND UPLAND BUFFERS = 8.37 AC
TOTAL IMPERVIOUS AREA = 1,340,433 SF = 30.772 AC = 29.75%
TOTAL PERVIOUS AREA = 3,165,849 SF = 72.678 AC = 70.25%

RIDGEHAVEN RPUD LOT REQUIREMENTS:

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233–254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....0'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

POOL PAVILION PARKING:
PAVILION.....748 SF
POOL.....3,750 SF
DOG PARK.....2,400 SF

PARKING PROVIDED:
STANDARD.....21
HANDICAPPED.....2
TOTAL.....23

TREE PRESERVATION AREA CALCULATION:
TREE PRESERVATION AREA REQUIRED = 15%
103.45 AC X 0.15 = 15.52 AC
TREE PRESERVATION AREA PROVIDED:
INCLUDING WETLANDS AND UPLAND BUFFERS = 17.153 AC + 8.370 AC = 25.523 AC = 24.672%

NATURAL OPEN SPACE CALCULATION:
NATURAL OPEN SPACE REQUIRED = 20%
ADJUSTED SITE AREA = SITE AREA – WETLAND AREA (TO REMAIN),
103.45 AC – 6.49 AC = 96.96 AC
REQUIRED OPEN SPACE = 96.96 AC X 0.20 = 19.39 AC
NATURAL OPEN SPACE PROVIDED = 19.76 AC = 20.38%

LEGAL DESCRIPTION

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 23, 24, 27, 28, 29, 30, 31, 32, 33 AND 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 34, 35 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 200 THROUGH 203, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN SOUTH 11°17' ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2615.25 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF ADDISON DRIVE, 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1934.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°53'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1934.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 80.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N02°06'35"W, 294.31 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N33°41'35"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 428.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY PLANTATION ROAD, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE NORTHWESTERLY, ALONG A PORTION OF SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 28°52'46" AND A CHORD BEARING AND DISTANCE OF N19°07'48"W, 374.06 FEET TO THE POINT OF TANGENCY; THENCE N33°33'11"W ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N03°19'48"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 514.19 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°40'12"E, ALONG SAID NORTHERLY LINE OF LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, A DISTANCE OF 1934.88 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, THENCE N87°41'35"E ALONG THE NORTHERLY LINE OF LOT 1, BLOCK 24, SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 35, THENCE N88°26'26"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 5, 6, 7, AND 8, BLOCK 23, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°41'35"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 23; THENCE N88°19'26"E, 345.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, BLOCK 23; THENCE S87°11'27"E, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE N03°28'33"E, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 23; THENCE S88°18'23"E, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N03°51'37"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

TABLE OF CONTENTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
S1	BOUNDARY / TOPOGRAPHIC SURVEY
S2-3	TREE SURVEY
S3-S18	PRELIMINARY / FINAL PLAT
2	OVERALL PLAN / KEY MAP
3-6	DEMOLITION/WETLAND/EROSION CONTROL PLAN
7-10A	HORIZONTAL CONTROL PLAN
11-14A	CIVIL PLAN
15-18	UTILITY PLAN
19-28	PLAN & PROFILE
29-33A	PAVING AND DRAINAGE DETAILS
34-35	WATER DISTRIBUTION SYSTEM DETAILS
36-37	SANITARY COLLECTION SYSTEM DETAILS
38-39	REUSE WATER SYSTEM DETAILS
40-41	LIFT STATION DETAILS
42	AMENITY CENTER - SITE PLAN
43	AMENITY CENTER - CIVIL PLAN
44	AMENITY CENTER - UTILITY PLAN
L8.0-L8.7	AMENITY & ENTRANCE LANDSCAPE PLAN
L8.8-L8.9	AMENITY & ENTRANCE LANDSCAPE DETAILS
IRR.1-IRR.2	AMENITY & ENTRANCE IRRIGATION PLAN
L-1	SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN
L-2	LANDSCAPE INFORMATION SHEET
IRR.3	IRRIGATION DETAILS
I-1	LAKE WATER IRRIGATION PUMP AND FOUNTAIN DETAILS
T-1	TREE PRESERVATION AND COMMON AREA EXHIBIT

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COVER SHEET

1
SHEET NO.

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Date: 2/20/2022
Scale: NONE
Job No: 21-70

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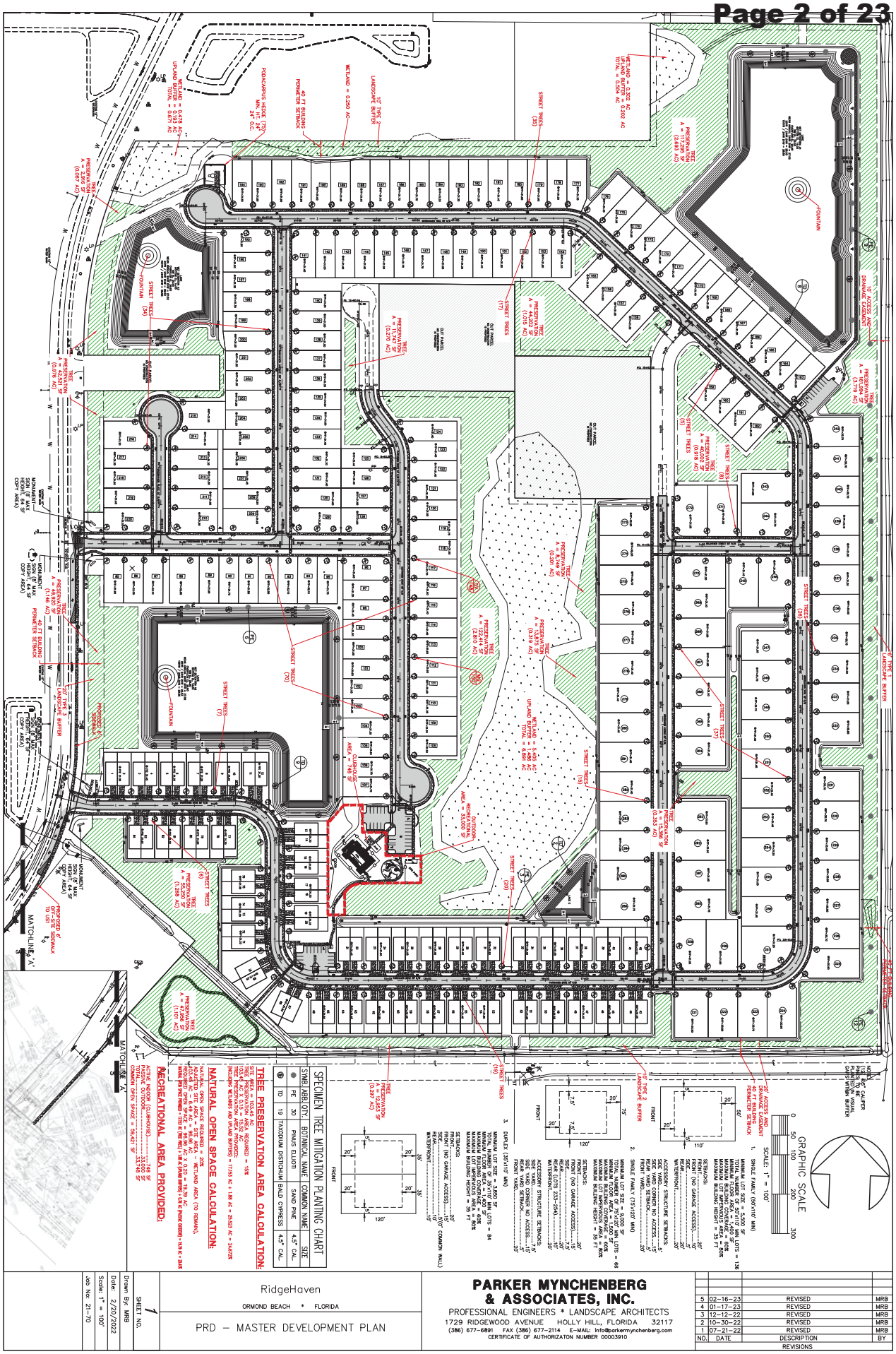
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SYMB./ABB. | QTY. | BOTANICAL NAME | COMMON NAME | SIZE
PE | 30 | PINUS ELLIOTI | SLASH PINE | 4.5" CAL.
TD | 19 | TAXODIUM DISTICHUM | BALD CYPRESS | 4.5" CAL.
TREE PRESERVATION AREA CALCULATION:
NATURAL OPEN SPACE CALCULATION:
RECREATIONAL AREA PROVIDED:
GRAPHIC SCALE
SCALE: 1" = 100'
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PRD – MASTER DEVELOPMENT PLAN
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2 10-30-22 REVISED MRB
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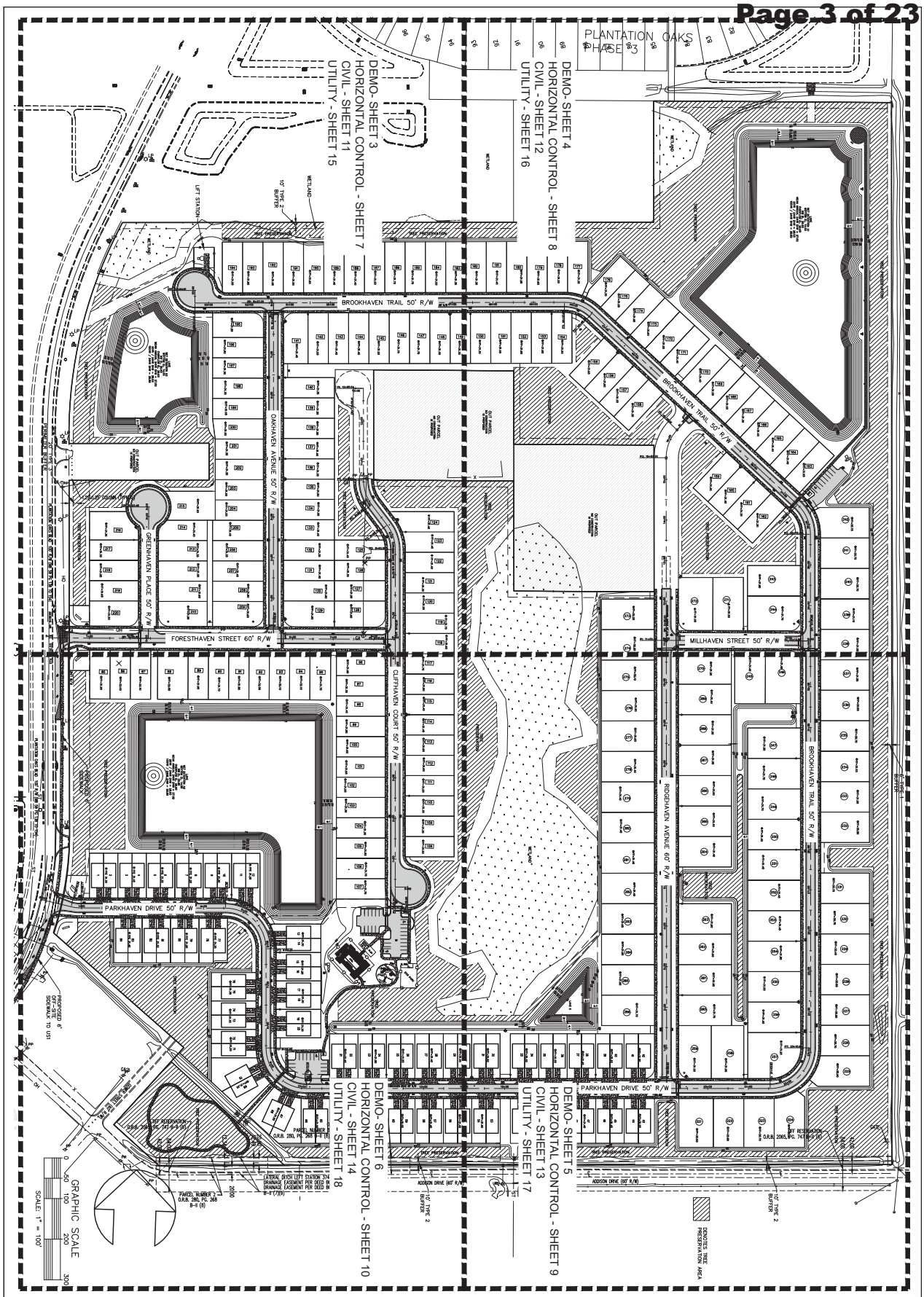

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OVERALL PLAN / KEY MAP

Job No: 21-70 | Scale: 1" = 100' | Date: 2/20/2022 | Drawn By: MRB | SHEET NO. 2

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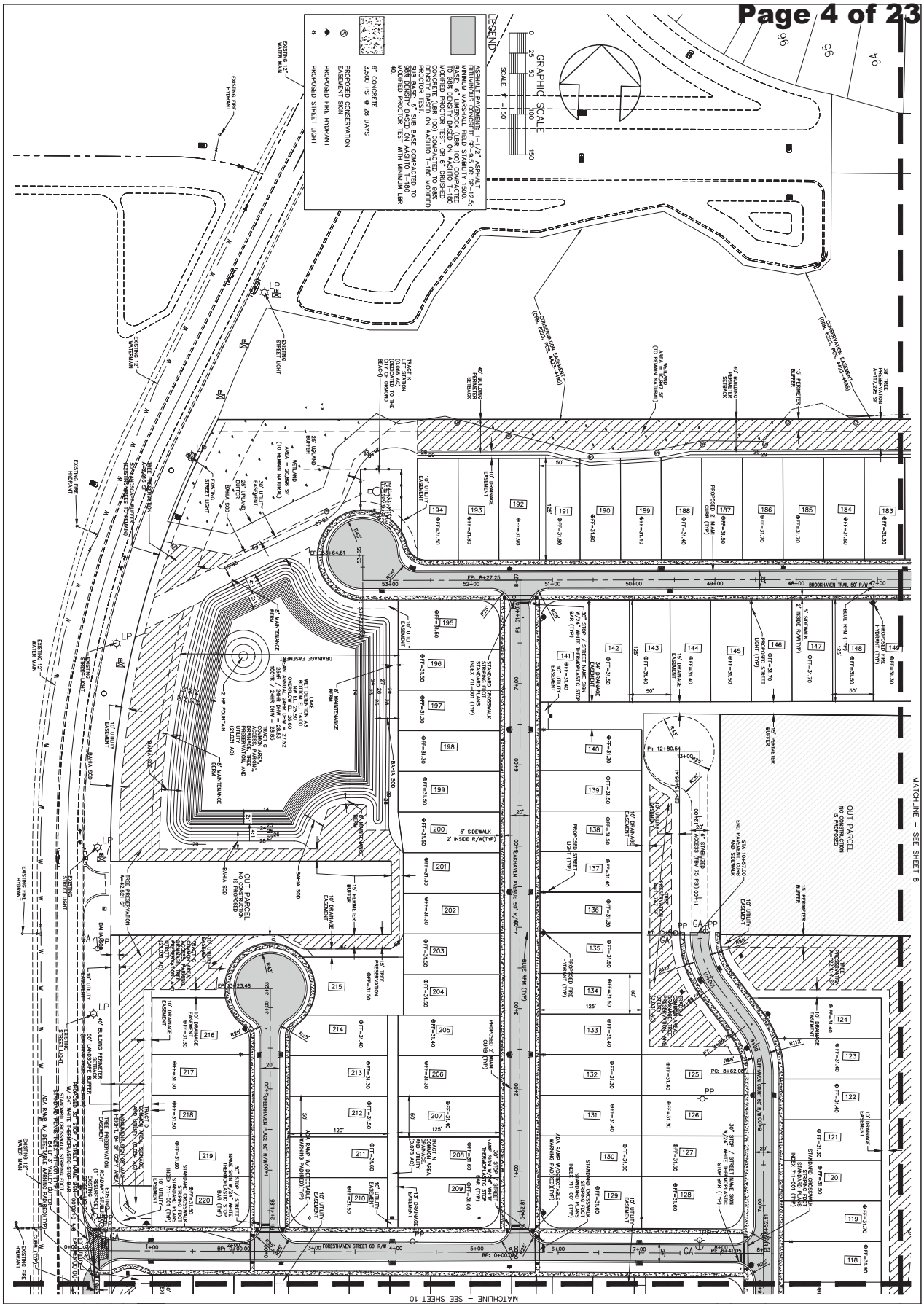

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HORIZONTAL CONTROL PLAN

SHEET NO. 7

Job No: 21-70
Scale: 1" = 50'
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2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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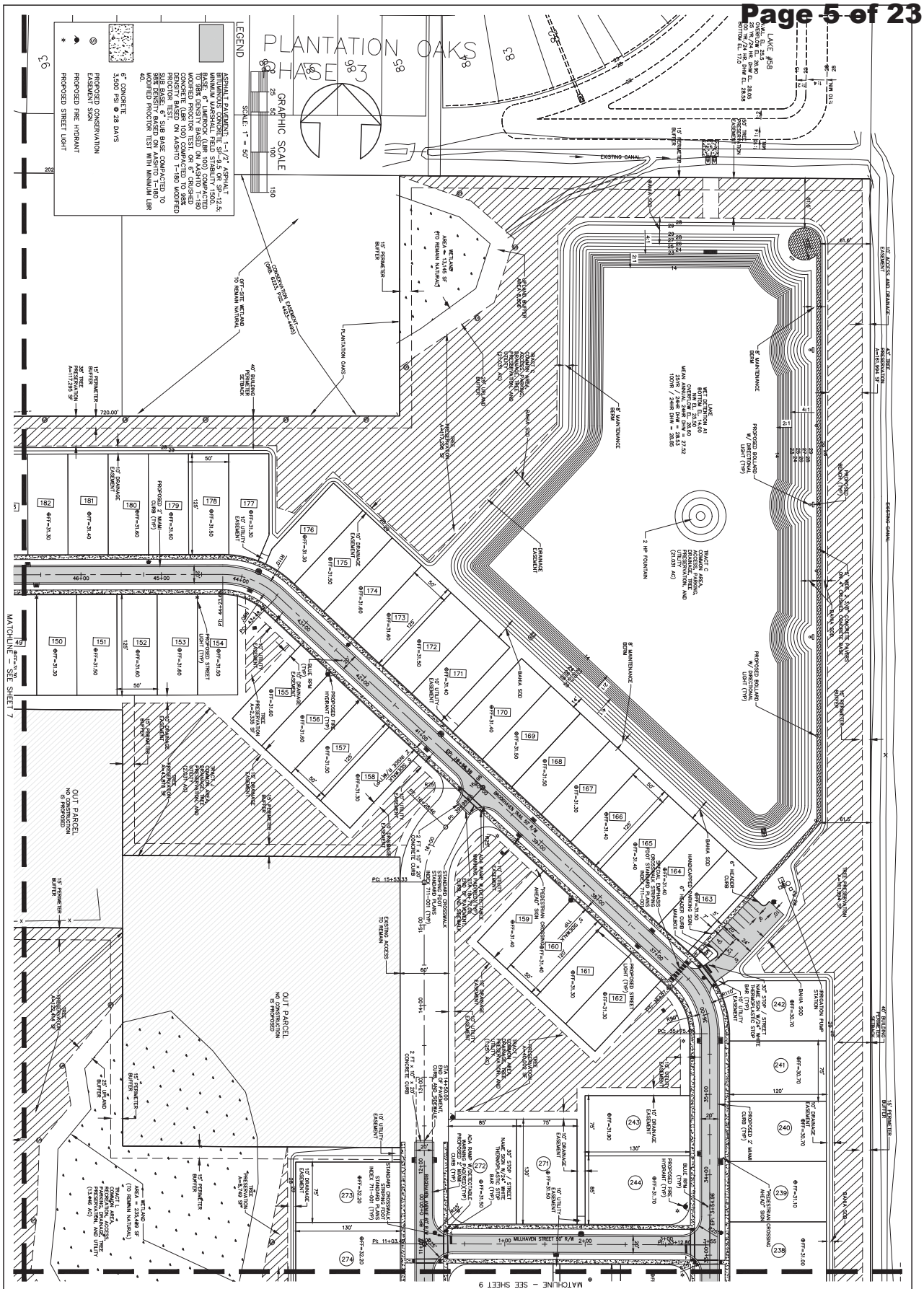

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HORIZONTAL CONTROL PLAN

SHEET NO. 8
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Date: 2/20/2022
Scale: 1" = 50'
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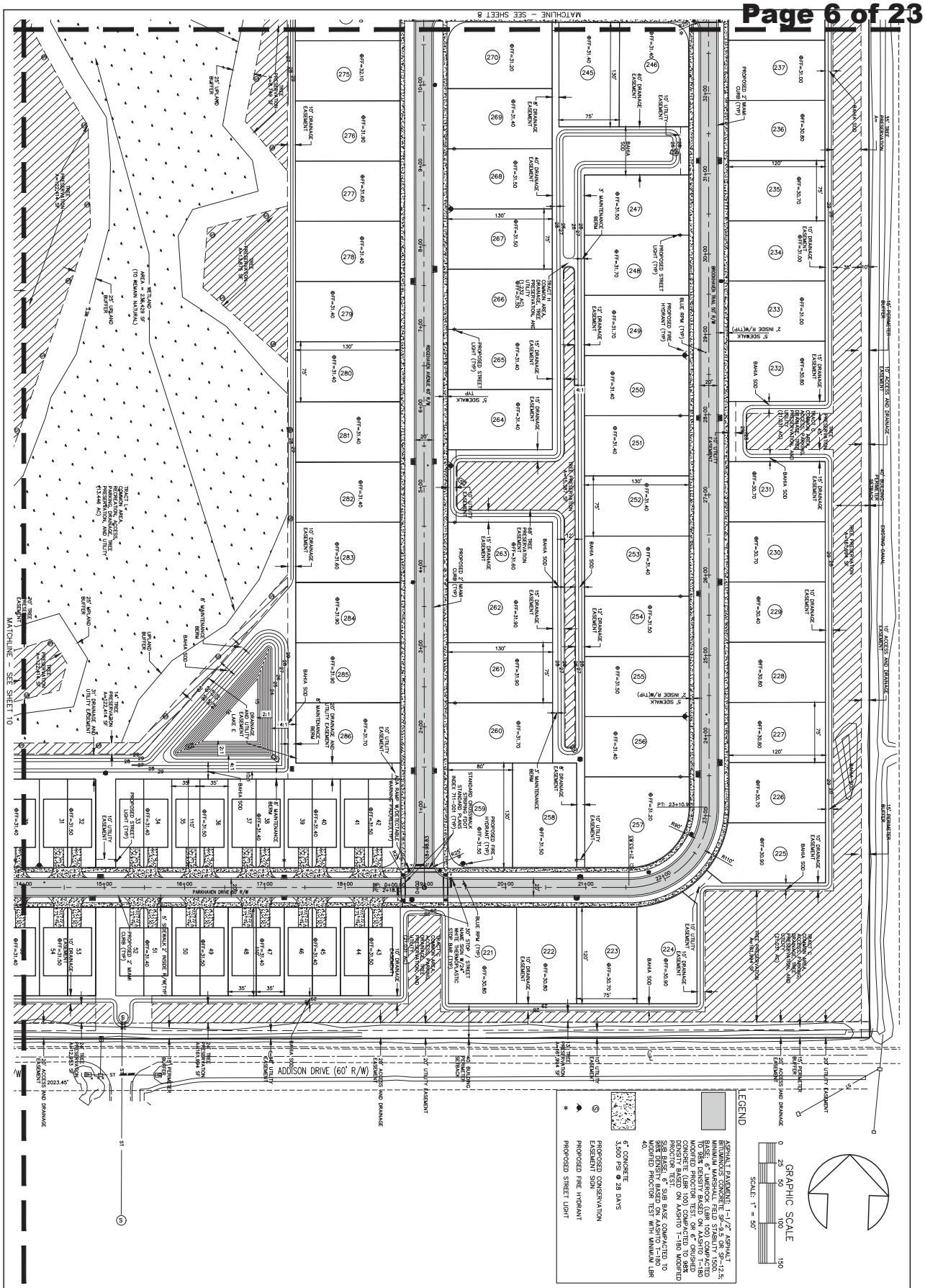

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HORIZONTAL CONTROL PLAN

Job No: 21-70
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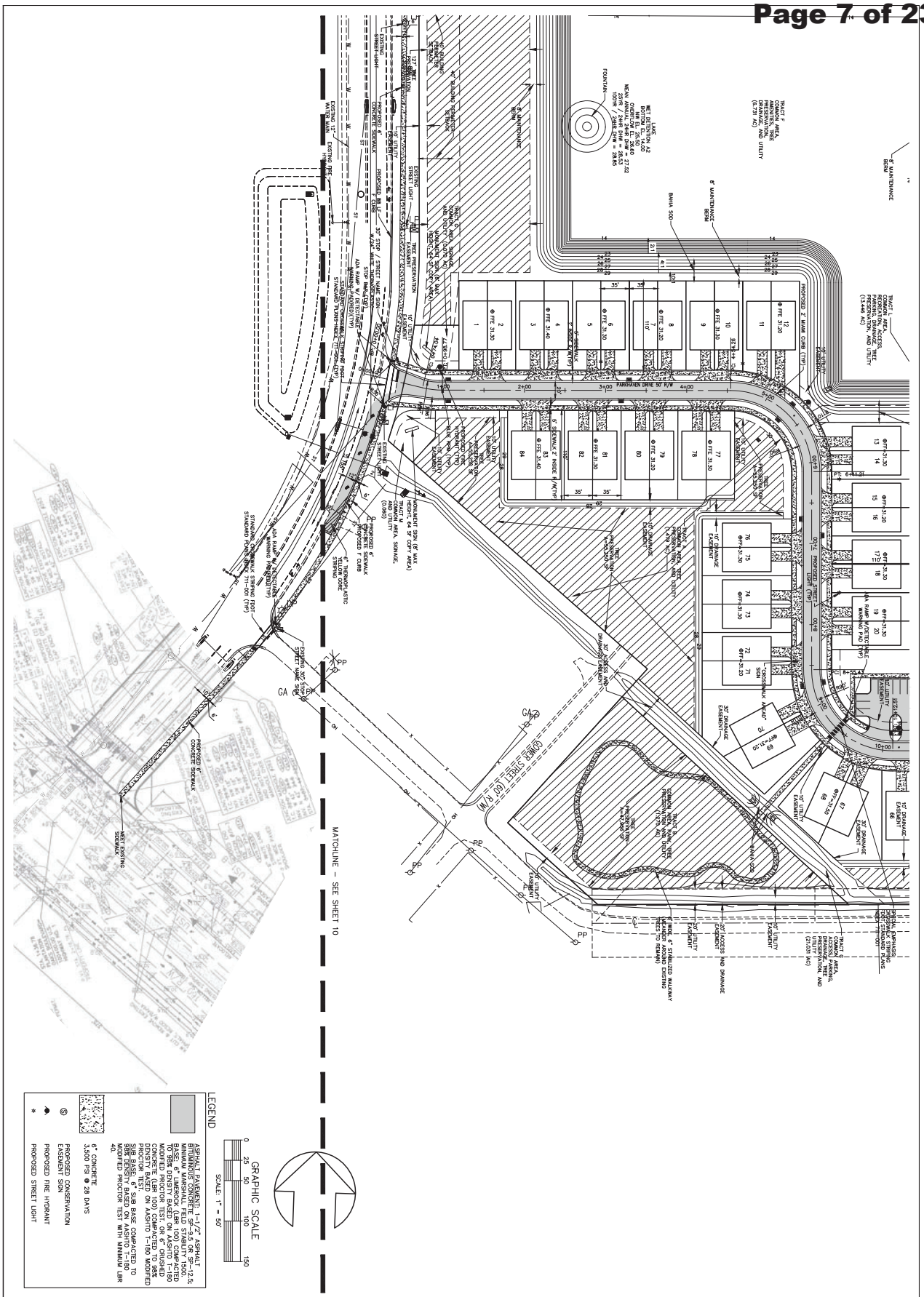

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HORIZONTAL CONTROL PLAN

10A
SHEET NO.

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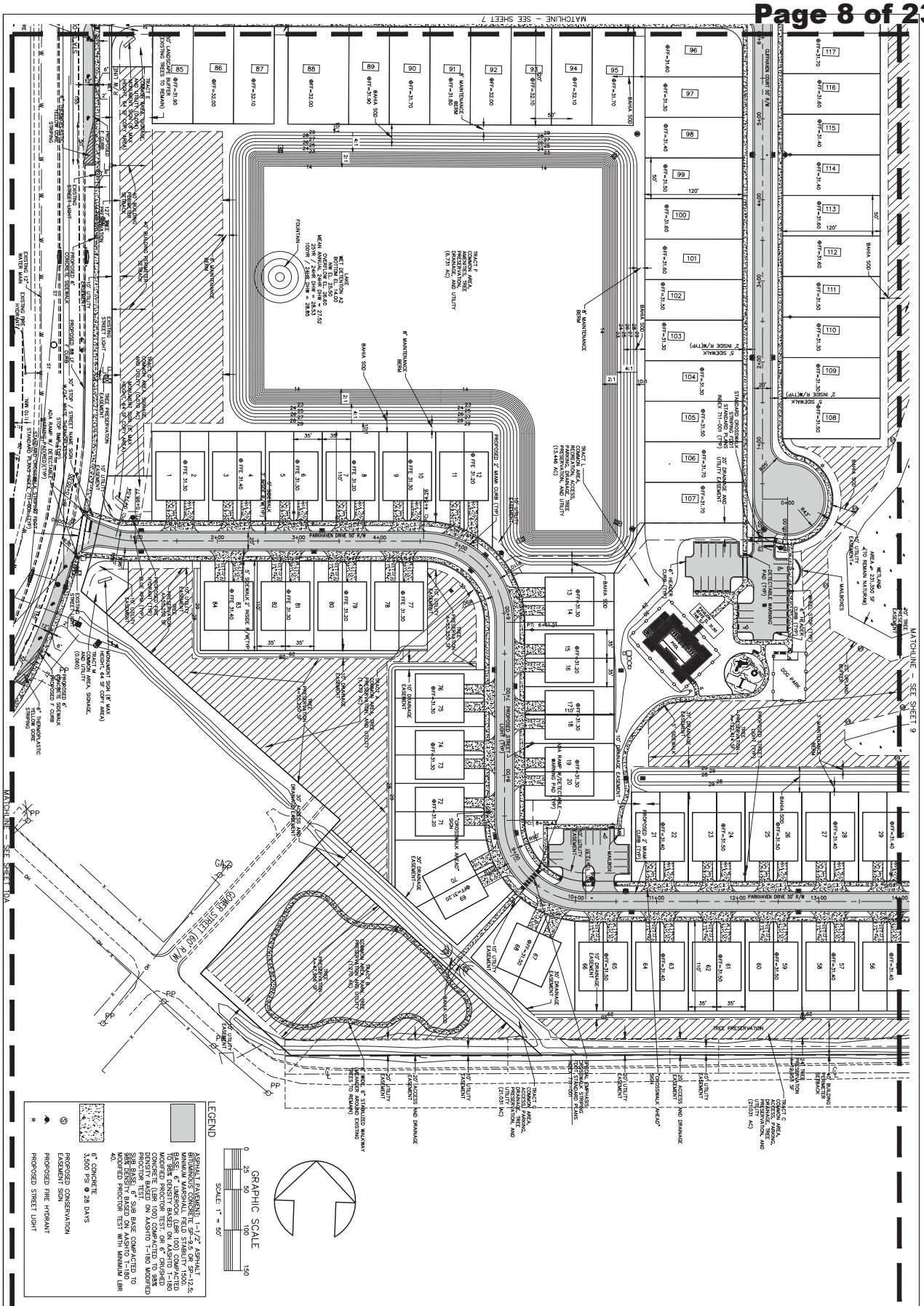

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HORIZONTAL CONTROL PLAN

10
SHEET NO.

Date: 2/20/2022
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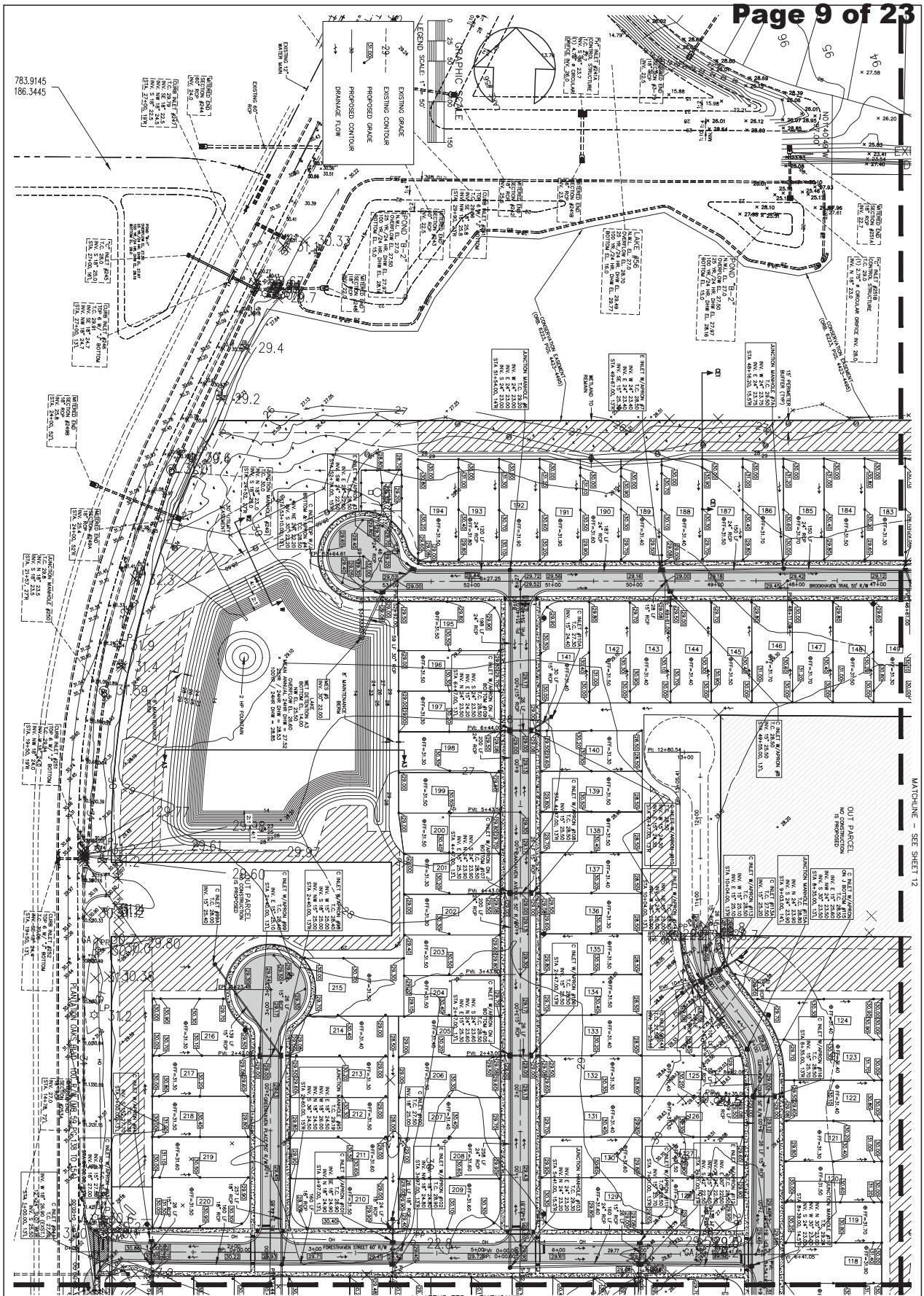

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CIVIL PLAN

Job No: 21-70
Scale: 1" = 50'
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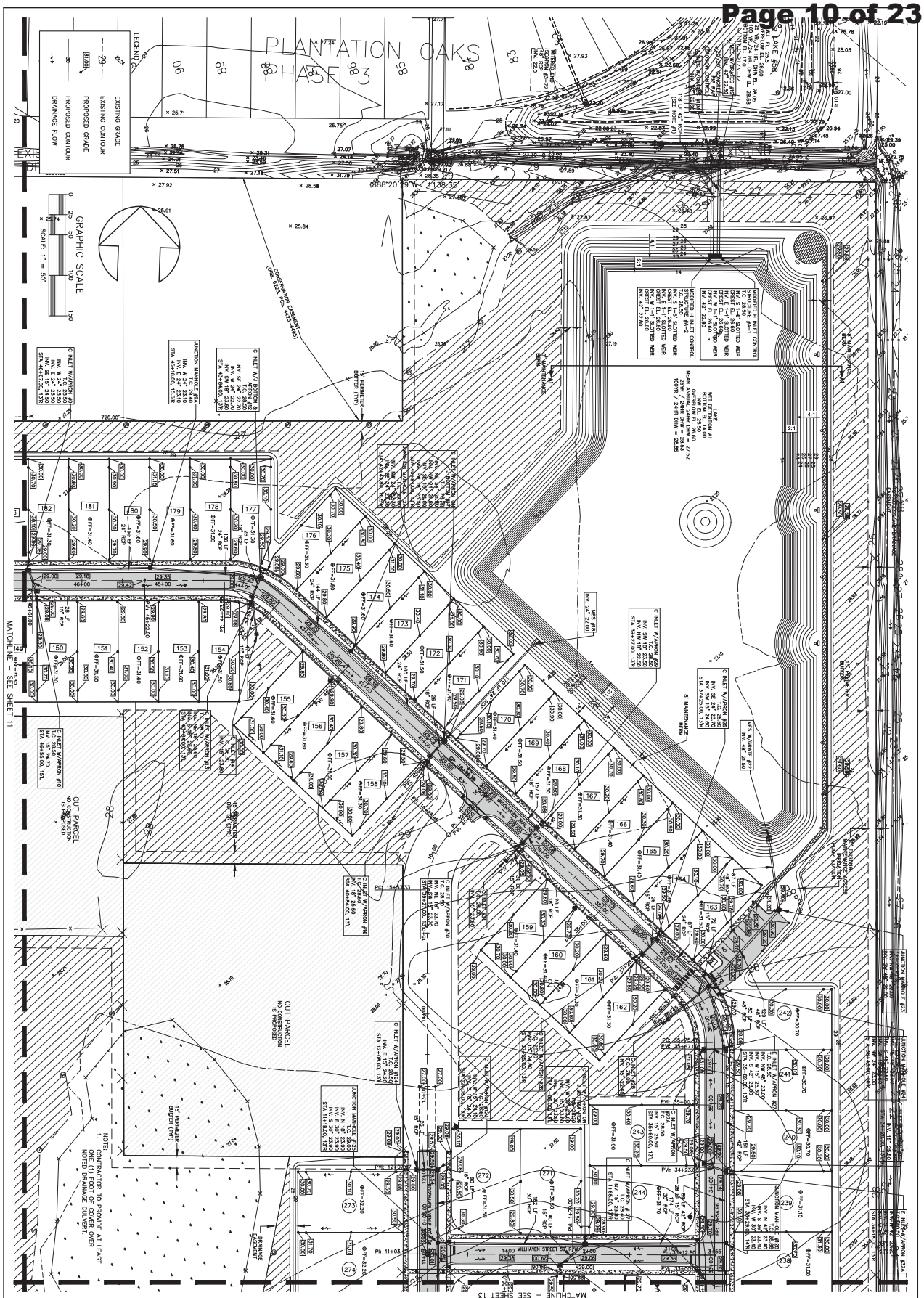

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CIVIL PLAN

12
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Date: 2/20/2022
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Job No: 21-70

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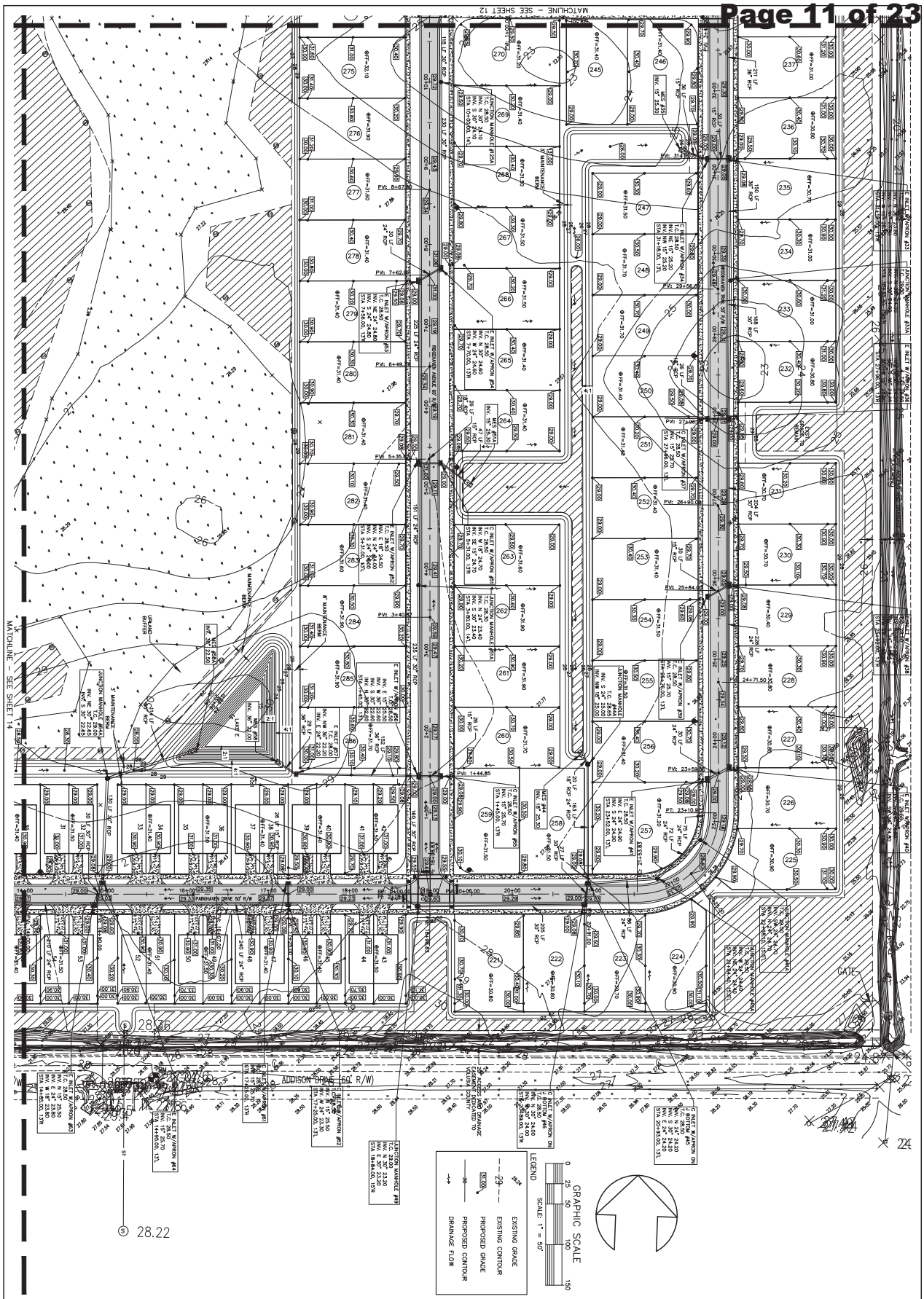

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CIVIL PLAN

SHEET NO. 13

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1	07-21-22	REVISED	MRB

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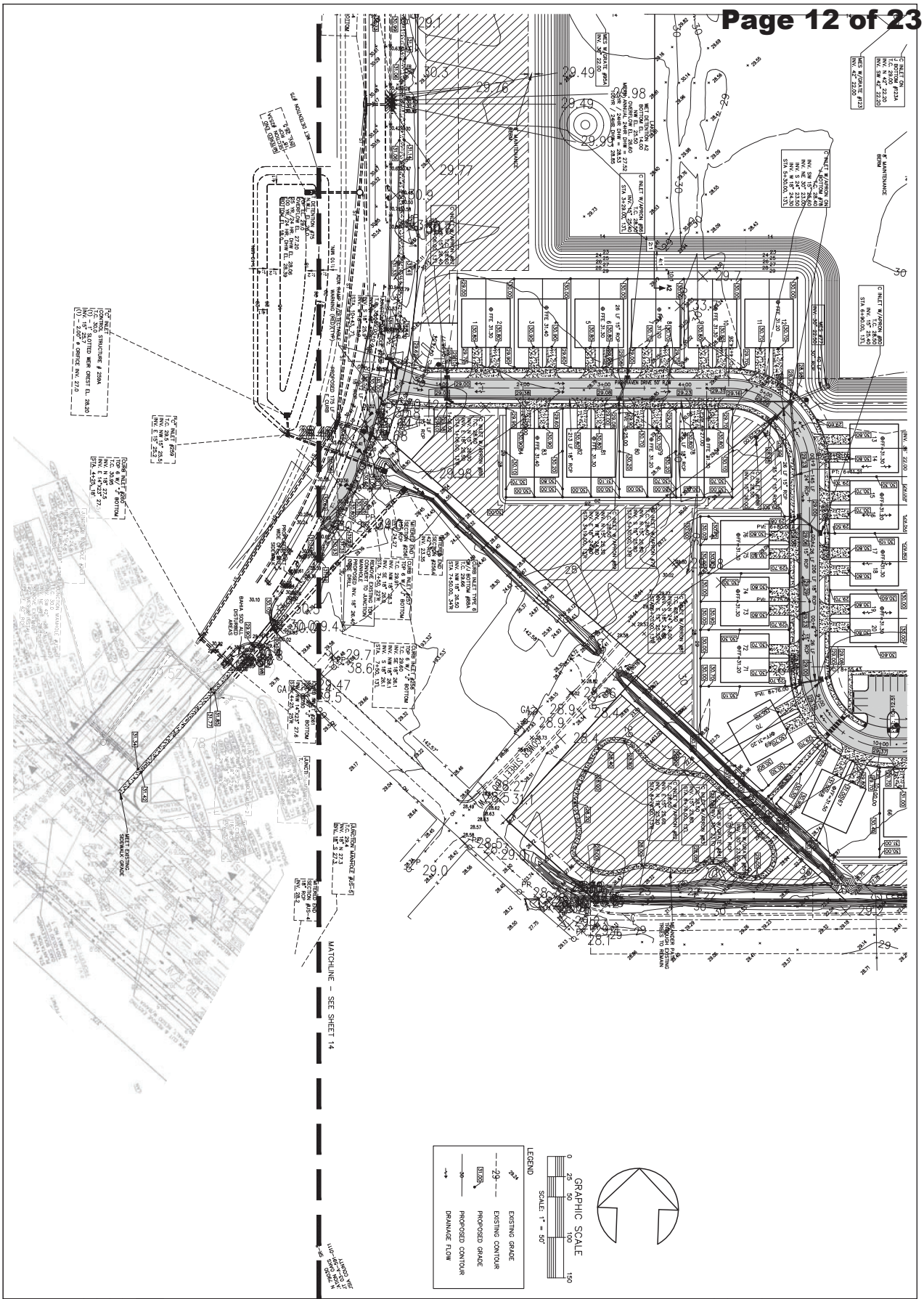

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CIVIL PLAN

14A
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 50'
Job No: 21-70

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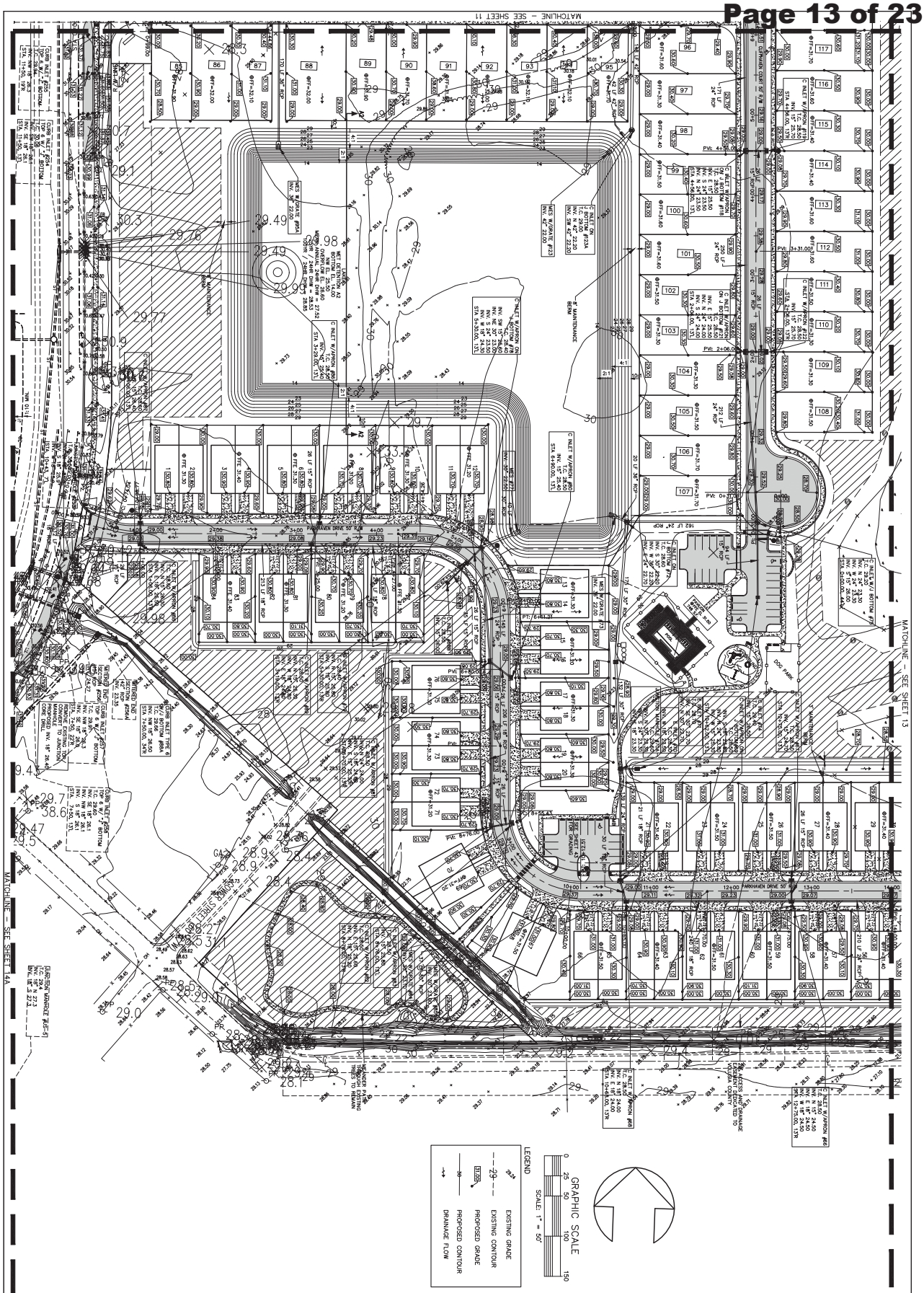

RidgeHaven
ORMOND BEACH * FLORIDA

CIVIL PLAN

14
SHEET NO.

Job No: 21-70
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Drawn By: MRB

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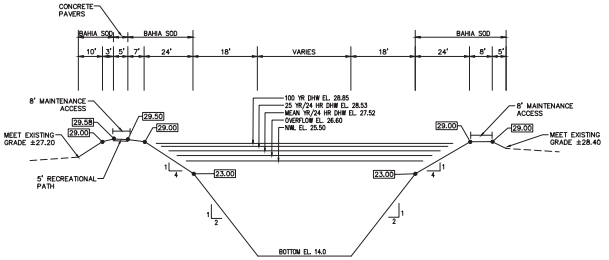
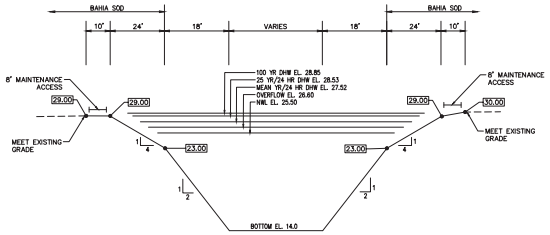
ENTRY SIGN DETAIL

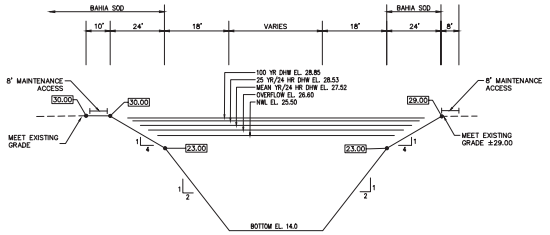
64 SF COPY AREA
ENTRY SIGN TO BE PERMITTED SEPARATELY



SECTION A1–A1



SECTION A2–A2



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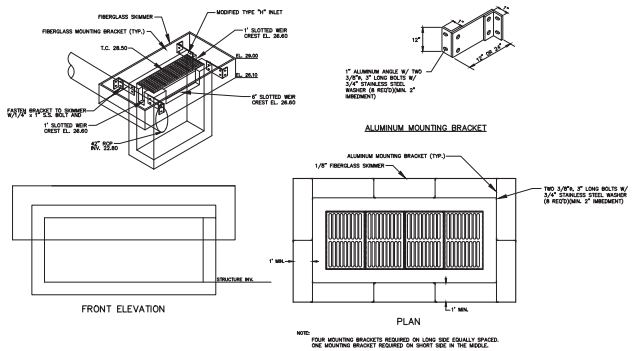
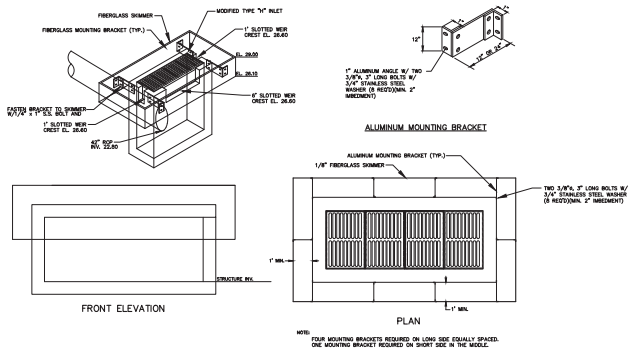
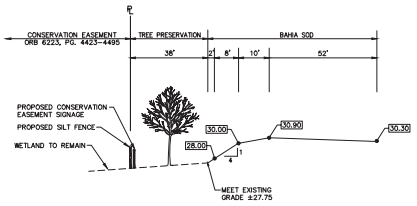


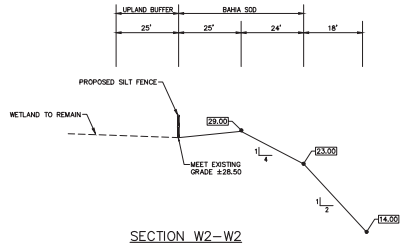
MODIFIED H INLET CONTROL STRUCTURE #A1



MODIFIED H INLET CONTROL STRUCTURE #A2



SECTION CE1–CE1



SECTION W2–W2

NO.	DATE	DESCRIPTION	BY
REVISIONS			
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	10-7-22	REVISED	MRB

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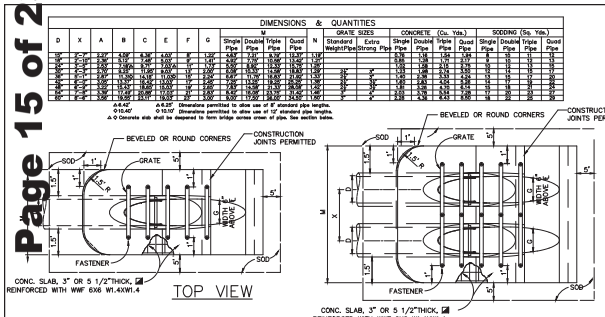
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

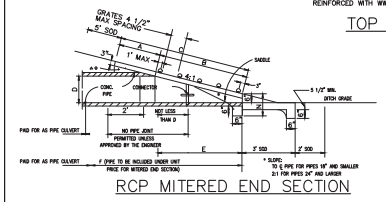
RidgeHaven
ORMOND BEACH + FLORIDA

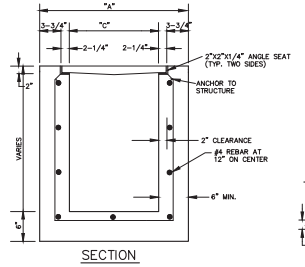
PAVING AND DRAINAGE DETAILS

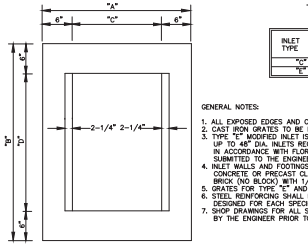
334
SHEET NO.

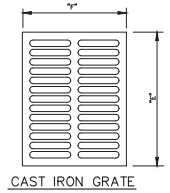
Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70





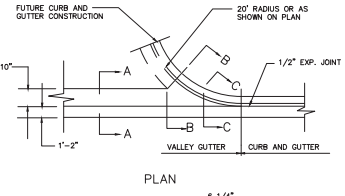


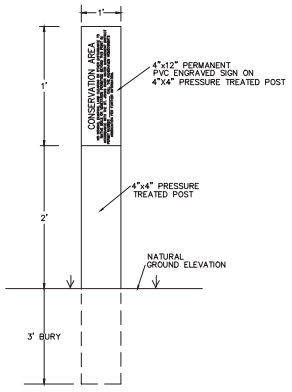


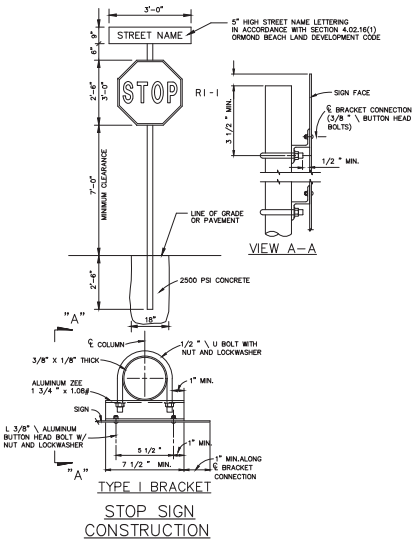


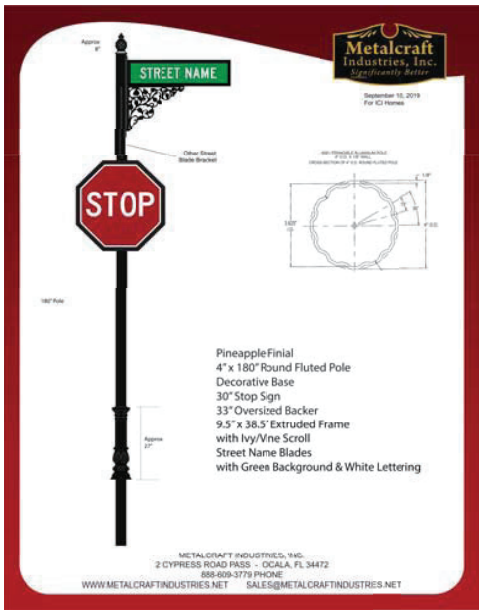
INLET TYPE	DIMENSIONS					
	A	B	C	D	E	F
"C"	3'-4"	4'-5"	2'-0"	3'-1"	3'-0"	2'-4"
"E"	4'-4"	5'-10"	3'-0"	4'-6"	4'-4"	3'-4"

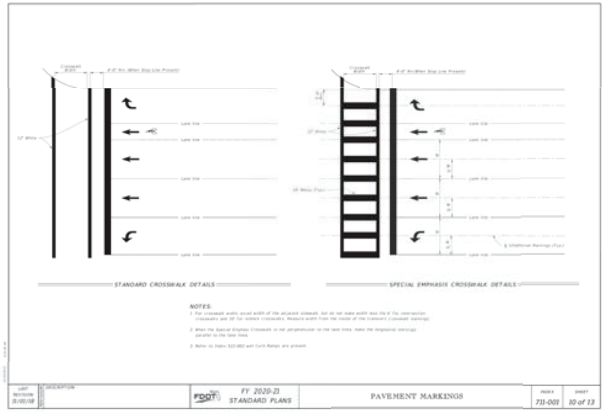
GENERAL NOTES:
1. ALL EXPOSED EDGES AND CORNERS TO BE CHAMFERED 3/4".
2. CAST IRON GRATES TO BE IN ACCORDANCE WITH FLORIDA D.O.T. SPECS.
3. TYPE "E" MODIFIED INLET IS A TYPE "C" TURNED 90° TO RECEIVE R.C.P.'S UP TO 48" DIA. INLETS RECEIVING R.C.P.'S LARGER THAN 48" DIA. SHALL BE IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS, AND SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
4. INLET WALLS AND FOOTINGS MAY BE EITHER POURED-IN-PLACE 2500 LB. CONCRETE OR PRECAST CLASS "A" 3000 LB. CONCRETE OR STANDARD MANHOLE BRICK (NO BLOCK) WITH 1/2" PLASTER (NO LIME) W/ 8" PRECAST CAP.
5. GRATES FOR TYPE "E" AND "E" MOD. ARE TO BE CAST IN TWO SECTIONS.
6. STEEL REINFORCING SHALL BE DESIGNED BY A FLA. REG. P.E., AND BE DESIGNED FOR EACH SPECIFIC STRUCTURE.
7. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.











NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	7-15-22	REVISED	MRB

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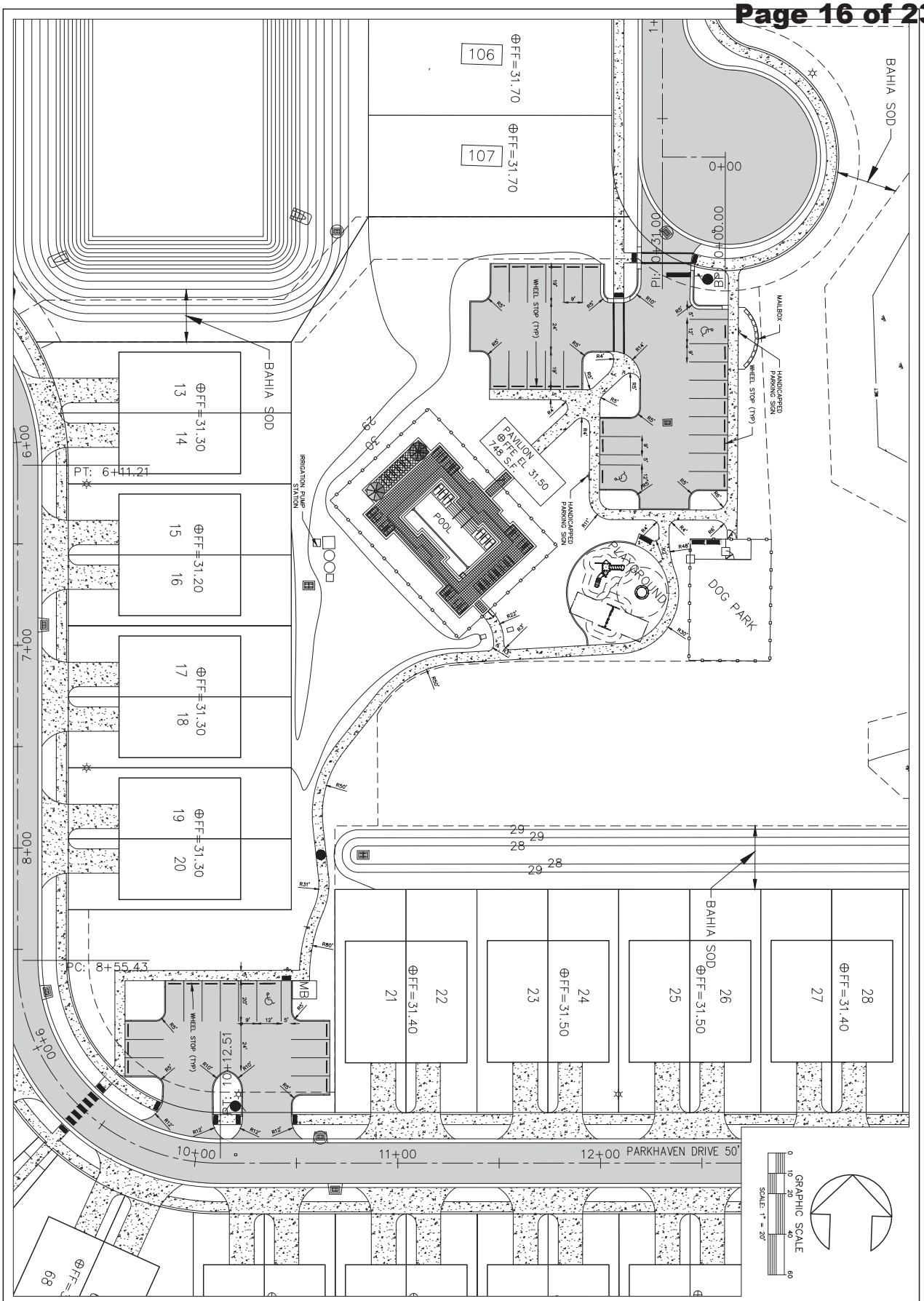
PAVING AND DRAINAGE DETAILS

33
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: NONE
Job No: 21-70



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AMENITY – SITE PLAN

Job No: 21-70
Scale: 1" = 20'
Date: 2/20/2022
Drawn By: MRB
SHEET NO. 42

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(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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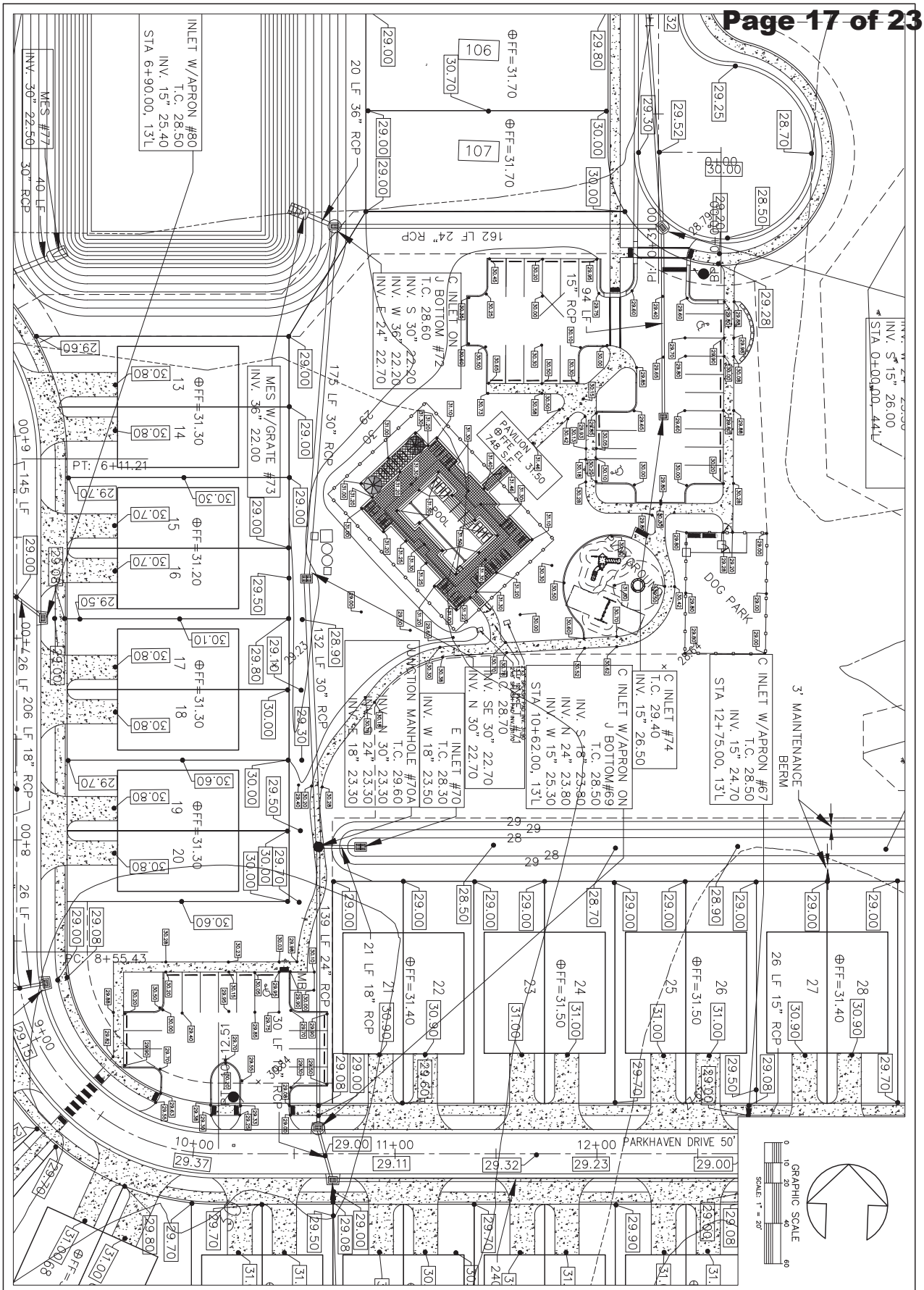

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AMENITY – CIVIL PLAN

43
SHEET NO.

Drawn By: MRB
Date: 2/20/2022
Scale: 1" = 20'
Job No: 21-70

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1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

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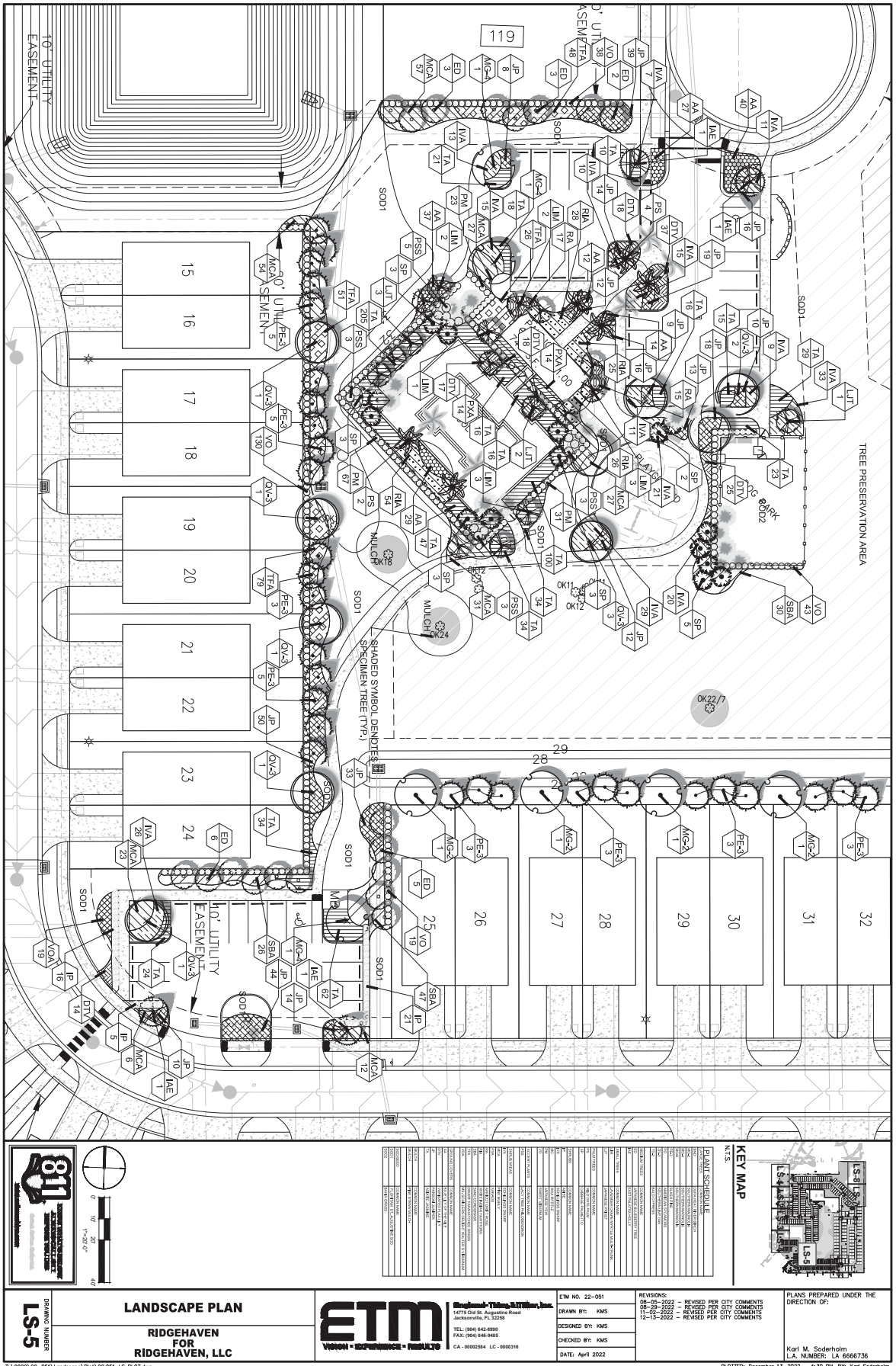
10' UTILITY EASEMENT
TREE PRESERVATION AREA
SHADED SYMBOL DENOTES SPECIMEN TREE (TYP.)
KEY MAP
N.T.S.
PLANT SCHEDULE
LANDSCAPE PLAN
RIDGEHAVEN FOR RIDGEHAVEN, LLC
DRAWING NUMBER LS-5
ETM
VISION - EXPERIENCE - RESULTS
Kingsland-Tilton, Kittitas, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316
ETM NO. 22-051
DRAWN BY: KMS
DESIGNED BY: KMS
CHECKED BY: KMS
DATE: April 2022
REVISIONS:
08-05-2022 - REVISED PER CITY COMMENTS
08-29-2022 - REVISED PER CITY COMMENTS
11-02-2022 - REVISED PER CITY COMMENTS
12-13-2022 - REVISED PER CITY COMMENTS
PLANS PREPARED UNDER THE DIRECTION OF:
Karl M. Soderholm
L.A. NUMBER: LA 6666736
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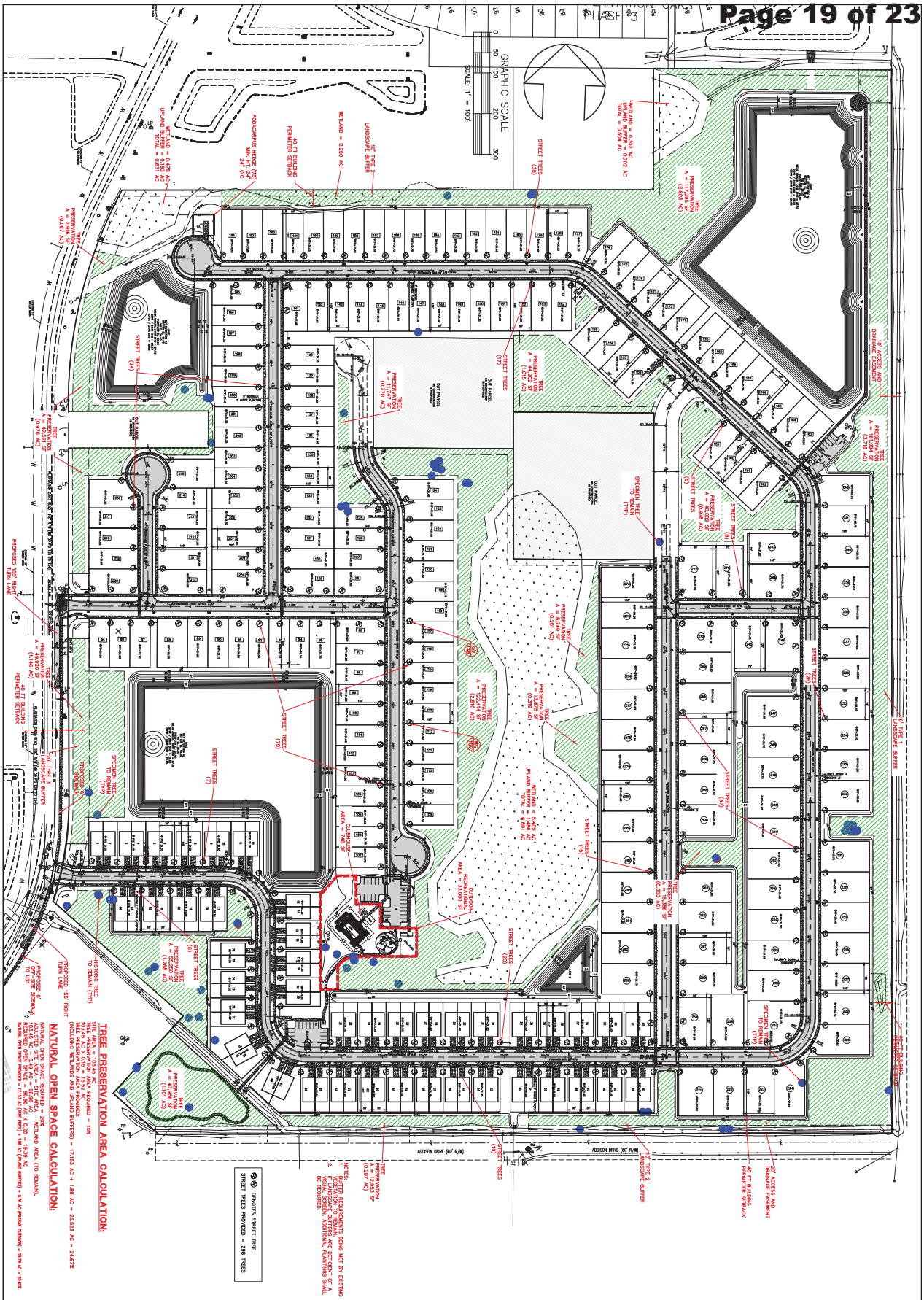
PLOTTED: December 13, 2022 - 4:30 PM, BY: Karl Soderholm



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TREE PRESERVATION & COMMON AREA EXHIBIT

T-1
SHEET NO.

Job No: 21-70
Scale: 1" = 100'
Date: 2/20/2022
Drawn By: MRB

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CERTIFICATE OF AUTHORIZATION NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

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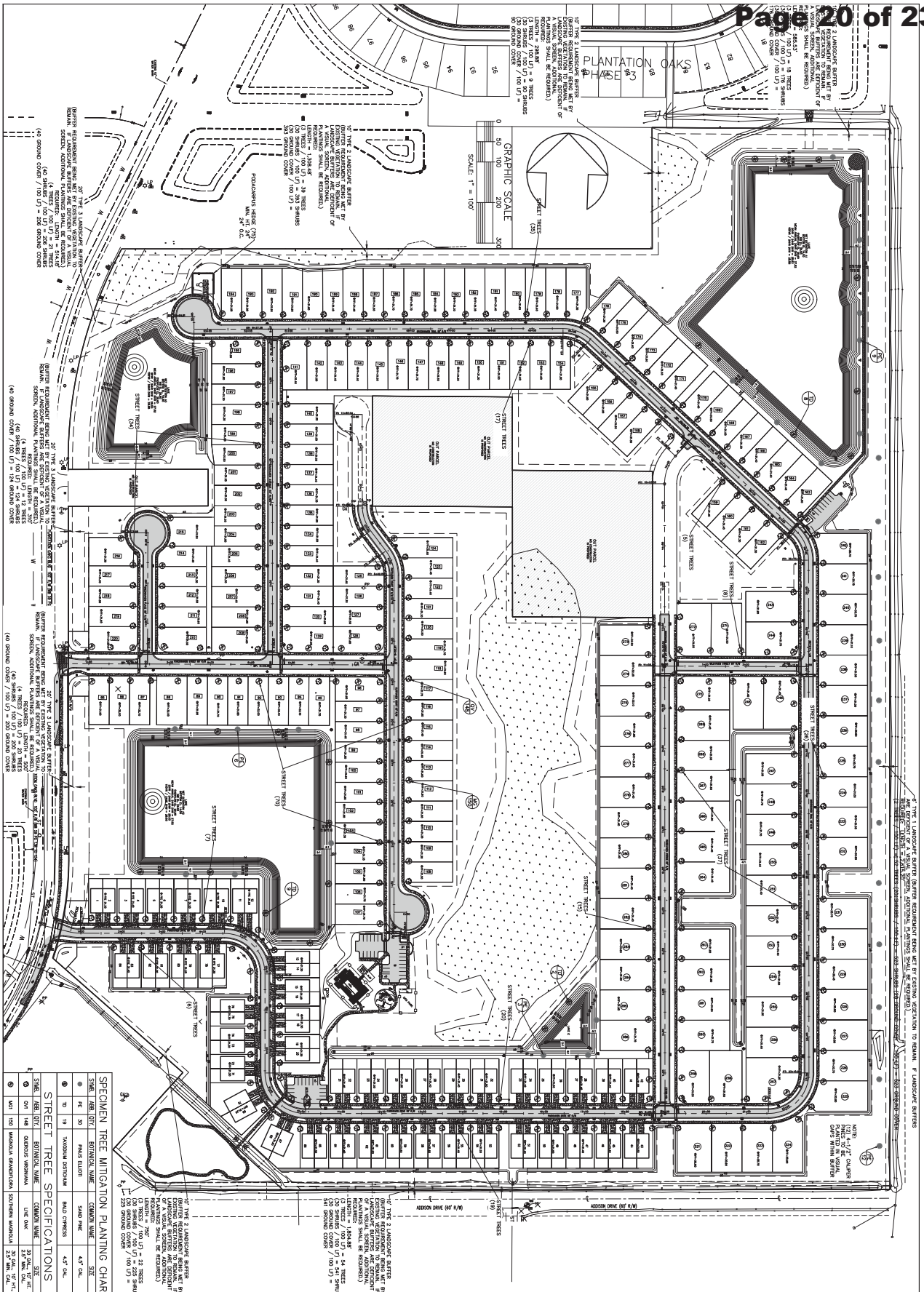


SPECIMEN TREE MITIGATION PLANTING CHART

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
⊕	PE	30	PINUS ELLIOTI	SAND PINE	4.5" CAL.
⊕	TD	19	TAXODIUM DISTICHUM	BALD CYPRESS	4.5" CAL.

STREET TREE SPECIFICATIONS

SYMB.	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
⊕	QVI	148	QUERCUS VIRGINIANA	LIVE OAK	2.5" MIN. CAL.
⊕	MGS	150	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	2.5" MIN. CAL.

RidgeHaven
ORMOND BEACH * FLORIDA

SPECIMEN TREE REPLACEMENT/STREET TREE PLANTING PLAN

Date: 2/20/2022
Scale: 1" = 100'
Job No: 21-70
Drawn By: MRB

L-1
SHEET NO.

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-214 E-MAIL: Info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATON NUMBER 00003910

NO.	DATE	DESCRIPTION	BY
5	02-16-23	REVISED	MRB
4	01-17-23	REVISED	MRB
3	12-12-22	REVISED	MRB
2	10-30-22	REVISED	MRB
1	07-21-22	REVISED	MRB

REVISIONS

RIDGEHAVEN DESCRIPTION:
ALL OF BLOCKS 1, 2, 21, 26, 27, 28, 29, 30, 31, 32, 33, 40, 41, 42, 43 AND 44, AND THOSE PORTIONS OF BLOCKS 3, 4, 5, 6, 22, 24, 25 AND 39 AND THE PUBLIC AND VACATED ROADS AND ALLEYS, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP OR PLAT BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARY:

BEGIN AT THE NORTHEAST CORNER OF SAID REVISED PLAT OF NATIONAL GARDENS, BEING ALSO THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE RUN S02°04'12"E ALONG THE EASTERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2615.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ADDISON DRIVE; 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE S87°52'25"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1804.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC ROAD, A 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N49°07'07"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 149.89 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GOWER STREET, 60.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N40°10'53"E ALONG SAID EASTERLY RIGHT OF WAY, 256.33 FEET TO THE EASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 1, BLOCK 39, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N50°41'00"W ALONG SAID EASTERLY EXTENSION AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 426.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE AND A POINT ON THE EASTERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD, FORMERLY BROADWAY, 100.00 FOOT WIDE RIGHT OF WAY PER SAID REVISED PLAT OF NATIONAL GARDENS; SAID NON TANGENT CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 763.96 FEET, A CENTRAL ANGLE OF 18° 21'39" AND A CHORD BEARING OF N07°02'04"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 244.82 FEET TO THE POINT OF TANGENCY; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 874.48 FEET TO THE MONUMENTED SOUTHERLY LINE OF LOT 3, BLOCK 22, SAID REVISED PLAT OF NATIONAL GARDENS; THENCE N87°48'07"E ALONG SAID SOUTHERLY LINE, 345.12 FEET TO THE MONUMENTED SOUTHEAST CORNER OF SAID LOT 3; THENCE N02°07'59"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 90.47 FEET TO THE MONUMENTED NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 345.14 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE N02°08'46"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 20.19 FEET TO A BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.00 FEET, A CENTRAL ANGLE OF 26°52'48" AND A CHORD BEARING N11°17'38"E; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 514.18 FEET TO THE POINT OF TANGENCY; THENCE N24°44'02"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 31.37 FEET TO THE SOUTHERLY LINE OF TRACT "W", SAID PLANTATION OAKS OF ORMOND BEACH – UNIT 1, RECORDED ON MAP BOOK 59, PAGES 138–154; THENCE N87°55'16"E ALONG SAID SOUTHERLY LINE, 1308.48 FEET TO THE EASTERLY LINE OF SAID TRACT "W" AS NOW MONUMENTED; THENCE N02°05'34"W ALONG SAID MONUMENTED EASTERLY LINE, 298.88 FEET TO THE NORTHERLY LINE OF SAID REVISED PLAT OF NATIONAL GARDENS AND THE NORTH LINE OF SAID SECTION 36; THENCE N88°20'29"E ALONG SAID NORTHERLY LINE, 585.53 FEET TO THE POINT OF BEGINNING.

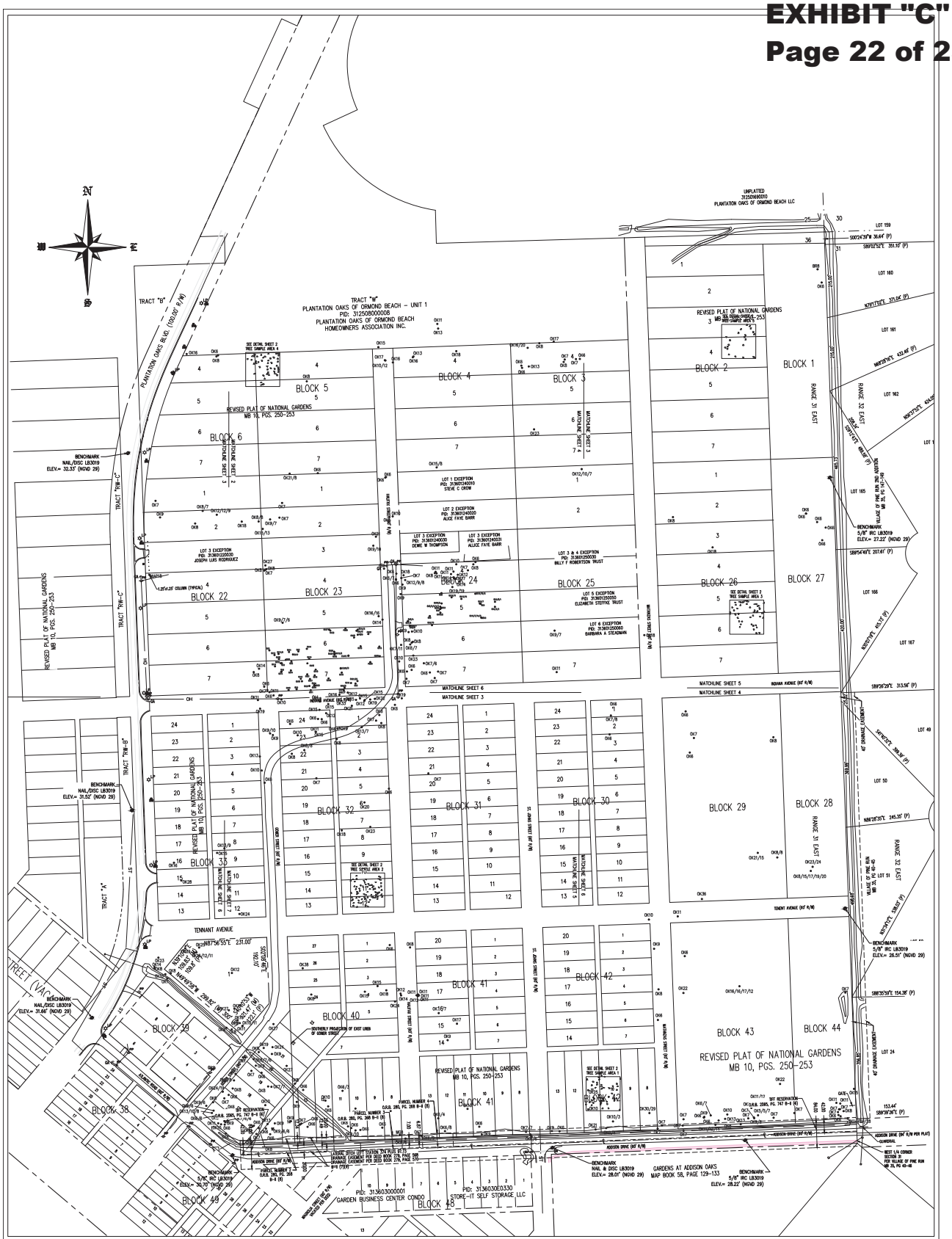
LESS AND EXCEPT LOTS 1, 2 AND 3, BLOCK 24 AND LOTS 3, 4, 5 AND 6, BLOCK 25, SAID REVISED PLAT OF NATIONAL GARDENS, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:
BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 24; THENCE RUN N88°21'33"E, 345.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S02°06'23"E, 180.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK 24, BEING THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 25; THENCE S88°19'26"E, 345.16 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S02°05'34"E, 361.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 25; THENCE S88°15'13"W, 345.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE N02°06'23"W, 271.15 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 25, BEING THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK 24; THENCE S88°18'23"W, 345.14 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N02°07'12"W, 271.46 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED BEING 103.450 ACRES, MORE OR LESS.

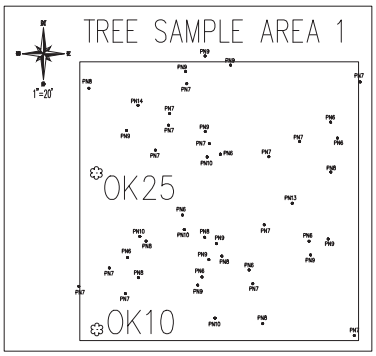
SURVEYORS NOTES

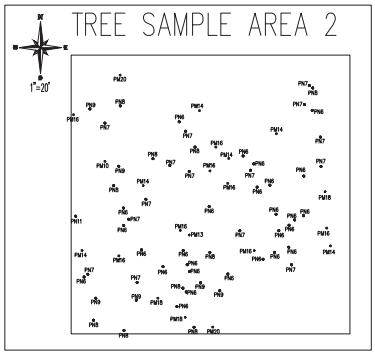
1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1074422; ISSUING OFFICE #2855-17 DATED FEBRUARY 10, 2021 AT 11:00 PM.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 29.48' NAVD 88. (NAVD 30.573 FEET)
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE 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. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

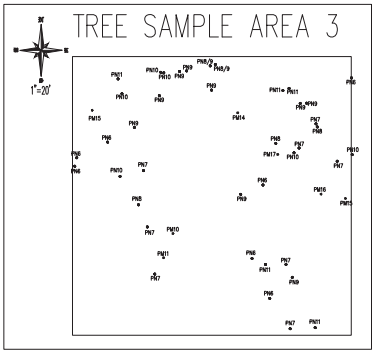
TOTAL GROSS LAND AREA:
3,092,627 SQUARE FEET OR
70.997 ACRES, MORE OR LESS
TRACT W
PLAN OAKS
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH – UNIT 1
PID: 3135080000D0
PLANTATION OAKS OF ORMOND BEACH
HOMEOWNERS ASSOCIATION INC.
TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 48
BLOCK 49
INDIANA AVE.
TENNANT AVENUE
TENNENT AVENUE (60' R/W)
ADDISON DRIVE (60' R/W PER PLAT)
NORTHERLY LINE, REVISED PLAT OF NATIONAL GARDENS MB10, PGS 250-253 AND NORTH LINE OF SECTION 36
N88°20'29"E 585.53' (M) 585.(P)
S02°04'46"E 361.10' (P)
LOT 159
LOT 160
LOT 161
LOT 162
LOT 165
LOT 166
LOT 167
LOT 49
LOT 50
LOT 51
LOT 52
LOT 24
SOUTH LINE, TRACT W PLANTATION OAKS OF ORMOND BEACH UNIT 1 MB 59 PG 138-154
S88°58'56"W 1307.40' (P)
N87°55'16"E 1308.48' (M)
NORTHERLY LINE, LOT 1, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°21'33"W 345.20'
NORTHERLY LINE, LOT 3, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°19'26"W 345.16'
SOUTHERLY LINE, LOT 3, BLOCK 24 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°18'23"W 345.14'
SOUTHERLY LINE, LOT 6, BLOCK 25 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S88°15'13"W 345.07'
N87°48'07"E 345.12'
S87°55'51"W 345.14'
"MONUMENTED SOUTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
MONUMENTED NORTHERLY LINE, LOT 3, BLOCK 22 PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
REVISED PLAT OF NATIONAL GARDENS MB 10, PGS. 250-253
EASTERLY RIGHT OF WAY LINE, PLANTATION OAKS BOULEVARD, "FORMALLY BROADWAY 100.00 FOOT WIDE RIGHT OF WAY" PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
R=1096.00'
L=514.18'
CB=S11°17'38"W
CH=509.48'
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.33' (NAVD 88)
BENCHMARK NAIL/DISC LB3019 ELEV.= 30.52' (NAVD 88)
BENCHMARK NAIL & DISC LB3019 ELEV.= 27.01' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.22' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 25.57' (NAVD 88)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.70' (NAVD 88)
LOT 1 EXCEPTION PID: 3136012040030 ALICE FAYE BARR
LOT 2 EXCEPTION PID: 3136012040030 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 3136012040230 DENISE W THOMPSON
LOT 3 & 4 EXCEPTION PID: 3136012250010 BILLY T ROBERTSON, TRUST
LOT 5 EXCEPTION PID: 3136012250010 ELIZABETH STEVENS, TRUST
PID: 313603000001 GARDEN BUSINESS CENTER CONDO
PID: 313603E0330 STORE-IT SELF STORAGE LLC
GARDENS AT ADDISON OAKS MAP BOOK 56, PAGE 129-133
NORTHERLY RIGHT OF WAY LINE, ATLANTIC ROAD 60.00' RIGHT-OF-WAY, PENNSYLVANIA AVENUE VACATED PER RESOLUTION 2005-15 AND PENNSYLVANIA AVENUE VACATED PER ORB 5498, PAGE 1745
NORTHERLY RIGHT OF WAY LINE, ADDISON DRIVE 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
S87°52'25"W 1804.88' (M)
EASTERLY RIGHT OF WAY LINE, GOWER STREET 60.00' RIGHT OF WAY PER REVISED PLAT NATIONAL GARDENS MB10, PGS 250-253
N40°10'53"E 256.33' (M)
N50°41'00"W 426.05' (M)
S49°07'07"E 149.89' (M)
S40°10'53"W 256.33' (M)
N50°41'00"W 426.05' (M)
PARCEL NUMBER 4-1 O.R.B. 3185, PG. 368 B-II (M)
PARCEL NUMBER 4-2 O.R.B. 3185, PG. 368 B-II (M)
PARCEL NUMBER 4-3 O.R.B. 3185, PG. 368 B-II (M)
PARCEL NUMBER 4-4 O.R.B. 3185, PG. 368 B-II (M)
PARCEL NUMBER

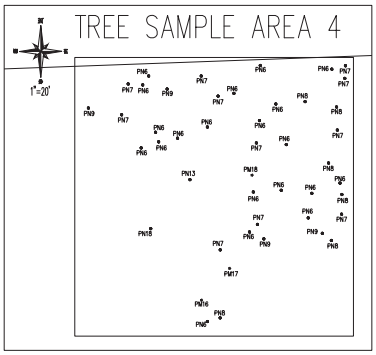

TRACT "B"
PLANTATION OAKS BLVD. (100.00' R/W)
TRACT "W"
PLANTATION OAKS OF ORMOND BEACH - UNIT 1
PID: 312508000008
PLANTATION OAKS OF ORMOND BEACH HOMEOWNERS ASSOCIATION INC.
UNPLATTED
31250980000
PLANTATION OAKS OF ORMOND BEACH LLC
REVISED PLAT OF NATIONAL GARDENS
MB 10, PGS. 250-253
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6
BLOCK 22
BLOCK 23
BLOCK 24
BLOCK 25
BLOCK 26
BLOCK 27
BLOCK 28
BLOCK 29
BLOCK 30
BLOCK 31
BLOCK 32
BLOCK 33
BLOCK 34
BLOCK 35
BLOCK 36
BLOCK 37
BLOCK 38
BLOCK 39
BLOCK 40
BLOCK 41
BLOCK 42
BLOCK 43
BLOCK 44
BLOCK 45
BLOCK 46
BLOCK 47
BLOCK 48
BLOCK 49
RANGE 31 EAST
RANGE 32 EAST
TENNANT AVENUE
TRACT "A" (VAC)
TRACT "TW-A"
TRACT "TW-B"
TRACT "TW-C"
BENCHMARK NAIL/DISC LB3019 ELEV.= 32.33' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.52' (NGVD 29)
BENCHMARK NAIL/DISC LB3019 ELEV.= 31.66' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 27.22' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 26.51' (NGVD 29)
BENCHMARK MAIL & DISC LB3019 ELEV.= 28.01' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 28.22' (NGVD 29)
BENCHMARK 5/8" IRC LB3019 ELEV.= 30.70' (NGVD 29)
GARDENS AT ADDISON OAKS MAP BOOK 58, PAGE 129-133
GARDEN BUSINESS CENTER CONDO
PID: 313603000001
STORE-IT SELF STORAGE LLC
PID: 313603000330
ADDISON DRIVE (66' R/W PER PLAT)
MATCHLINE SHEET 1
MATCHLINE SHEET 2
MATCHLINE SHEET 3
MATCHLINE SHEET 4
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 7
SEE DETAIL SHEET 2 TREE SAMPLE AREA 1
SEE DETAIL SHEET 2 TREE SAMPLE AREA 2
SEE DETAIL SHEET 2 TREE SAMPLE AREA 3
SEE DETAIL SHEET 2 TREE SAMPLE AREA 4
LOT 1 EXCEPTION PID: 313601240010 STEVE C CROW
LOT 2 EXCEPTION PID: 313601240020 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313601240030 DENIE W THOMPSON
LOT 3 EXCEPTION PID: 313601240031 ALICE FAYE BARR
LOT 3 EXCEPTION PID: 313601200030 JOSEPH LUIS RODRIGUEZ
LOT 3 & 4 EXCEPTION PID: 313601250030 BILLY F ROBERTSON TRUST
LOT 5 EXCEPTION PID: 313601250050 ELIZABETH STEFFKE TRUST
LOT 6 EXCEPTION PID: 313601250060 BARBARA A STEADMAN
PARCEL NUMBER 1
O.R.B. 3915, PG. 3681 (I)
PARCEL NUMBER 2
O.R.B. 3915, PG. 3681 (I)
O.R.B. 2085, PG. 747 (I)

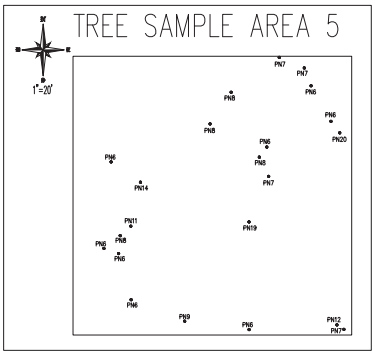
SEE SHEET 8 OF 9 FOR LOCATION OF DETAIL BLOCKS











SURVEYORS NOTES

1. NOTICE: THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT #1016422; ISSUING OFFICE #3714601, FILE #2832-17 DATED FEBRUARY 10, 2021 AT 11:00 PM..
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT, WITH THE BEARING ON THE EAST LINE OF SECTION 36 BEING S02°04'46E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER NGS MONUMENT DESIGNATION X-226 HAVING A PUBLISHED ELEVATION OF 30.573 FEET (29.48' NAVD 88).
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0203K. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE 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. THE PORTION OF PENNSYLVANIA AVENUE SHOWN HEREON AS VACATED (PER ORB 5498, PAGE 1745)(VOLUSIA COUNTY RESOLUTION 2005-15) HAS BEEN INCLUDED IN THIS BOUNDARY SURVEY ALTHOUGH IT WAS NOT INCLUDED IN THE DESCRIPTION PROVIDED BY THE TITLE COMPANY IN THE COMMITMENT SHOWN IN NOTE #1 ABOVE.
10. LOT 7, BLOCK 4 IS NOT MENTIONED IN TITLE COMMITMENT DESCRIPTION. PER THE VOLUSIA COUNTY TAX ASSESSOR, THE TITLE IS VESTED IN SNILLOC FAMILY LP NUMBER ONE AS A PORTION OF PARCEL 2 (TAX ID #3136010101011 - LOTS 4 TO 7 INCLUSIVE, BLOCK 4) AND HAS BEEN INCLUDED IN THIS SURVEY PER CLIENT DIRECTION.
11. THE VERTICAL RELIEF SHOWN HEREON IS BASED ON A GROUND SURVEY PERFORMED BY SLIGER & ASSOCIATES, INC.

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 24, T-16-S, R-31-E, VOLUSIA COUNTY, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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ABBREVIATIONS

CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	INV	INVERT	—FC—	BURIED FIBER OPTIC CABLE	MES	MITERED END SECTION
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	SEC	SECTION	—T—	BURIED TELEPHONE LINE	RCP	REINFORCED CONCRETE PIPE
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	TWP	TOWNSHIP	—W—	BURIED WATER LINE	CMP	CORRUGATED METAL PIPE
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	RGE	RANGE	—E—	BURIED ELECTRIC LINE	MH	MANHOLE
CLD	CENTERLINE OF DITCH	LP	LIGHT POLE	CH	CHORD DISTANCE	R/W	RIGHT OF WAY	—G—	BURIED GAS LINE	MB	MAP BOOK
CO	CLEANOUT	PP	POWER POLE/UTILITY POLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY	CONC	CONCRETE	—TV—	BURIED TELEVISION LINE	BK	BOOK
SAN	SANITARY	GA	GUY ANCHOR	EL	ELEVATION	—FM—	BURIED FORCE MAIN	OR	OFFICIAL RECORDS BOOK		
ES	ELECTRIC SERVICE	CPP	CONCRETE POWER POLE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	(NR)	NON RADIAL	—•—	AERIAL UTILITY LINE	PG	PAGE
RCP	REINFORCED CONCRETE PIPE	WPP	WOOD POWER POLE	USC & GS	UNITED STATES COAST AND GEODETIC SURVEY	(R)	RADIAL	ID	IDENTIFICATION		
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE			(P)	PLAT	(TYP)	TYPICAL		
INV	INVERT	CONC	CONCRETE	℄	CENTERLINE	(M)	MEASURED	(D)	DEED	MH	MANHOLE
								(DESC)	DESCRIPTION		

FOR: RIDGE DEVELOPMENT GROUP

SCALE: 1"=20' FIELD BOOK: 899 PAGE(S): 27-34 SHEET 9 OF 9

TYPE OF SURVEY	DATE OF SURVEY	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE :	--	--	--	--	--
BOUNDARY SURVEY :	X/XX/2011	11-XXXX	J. MOLLER	D HITCHCOCK	J ZAPERT
TOPOGRAPHIC SURVEY :	--	--	--	--	--
FOUNDATION SURVEY :	--	--	--	--	--
FINAL SURVEY :	--	--	--	--	--
RECERTIFICATION SURVEY :	--	--	--	--	--

LEGEND

ES	ELECTRIC SERVICE	TSB	TRAFFIC SIGNAL BOX
MB	MAIL BOX	CO	CLEAN OUT
—	SIGN	□	CONCRETE MONUMENT
	TREE		PERMANENT REFERENCE MONUMENT
FH	FIRE HYDRANT	△	PERMANENT CONTROL POINT
WM	WATER METER	(R)	RADIAL LINE
	GUY ANCHOR	(NR)	NON-RADIAL LINE
	UTILITY POLE	WV	WATER VALVE
	IRON ROD WITH CAP		EXISTING ELEVATION
	IRON PIPE		
TB	TELEPHONE BOX	TV	CABLE TELEVISION BOX

ZVAddison Townhouses - John Collins\SURVEY\11-15-21\15052_ALTA.dwg, 8/15/2022 7:03:43 AM, DWG To PDF.pc3

Special Conditions – RidgeHaven

Plan sheets are included in Exhibit "C" and shall be complied with at all times. Specific conditions include:

1. ***Use.*** Single-Family Residential and Duplex units and accessory uses.
2. ***Project information***. The total project size is 103.45 acres. The development of consists of 286 lots. Any subdivision phasing may be reviewed and approved of the Site Plan Review Committee as a minor amendment. The project's gross density is 2.76 units per acre.
3. ***Residential types.*** The subdivision features three residential types: (a) duplex lots – 84 lots with a 35-foot lot frontage along the boundary of Addison Drive. These are allocated on the former B-8, Commercial land area that has a land use of "Medium Density Residential", (b) 50-foot lots – 136 lots that are located in the interior of the subdivision, and (c) 75 foot lots - 66 lots that are located at the rear of the subdivision, abutting the 35' natural area that abuts the Village of Pine Run.
4. ***Dimensional standards.***

1. SINGLE FAMILY (50'x110' MIN)

MINIMUM LOT SIZE = 5,500 SF
TOTAL NUMBER OF 50'x110' MIN LOTS = 136
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....10'
SIDE.....5'
REAR.....20'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

2. SINGLE FAMILY (75'x120' MIN)

MINIMUM LOT SIZE = 9,000 SF
TOTAL NUMBER OF 75'x120' MIN LOTS = 66
MINIMUM FLOOR AREA = 1,500 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....7.5'
REAR.....20'
REAR (LOTS 233–254).....10'
WATERFRONT.....20'

ACCESSORY STRUCTURE SETBACKS:
SIDE YARD.....7.5'
SIDE YARD CORNER NO ACCESS.....15'
REAR YARD SETBACK.....5'
FRONT YARD.....20'

3. DUPLEX (35'x110' MIN)

MINIMUM LOT SIZE = 3,850 SF
TOTAL NUMBER OF 35'x110' MIN LOTS = 84
MINIMUM FLOOR AREA = 1,400 SF
MAXIMUM BUILDING COVERAGE = 60%
MAXIMUM LOT IMPERVIOUS AREA = 80%
MAXIMUM BUILDING HEIGHT = 35 FT

SETBACKS:
FRONT.....20'
FRONT (NO GARAGE ACCESS).....15'
SIDE.....5'(0' COMMON WALL)
REAR.....10'
WATERFRONT.....10'

5. ***Planned Residential Development waivers.***

A. Section 2-35(h)(3)(a) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project is

required to provide 26,820 square feet of outdoor recreational area. The project proposes (1) a 33,000 square foot outdoor recreation area to include a pool, dog park, playground and activity fields, (2) a 50,921 square foot walking trial at the southeast corner of the property, and (3) 8,500 square feet walking trail along a lake and natural buffer at the northeast corner of the property. These outdoor recreational areas exceeds the Land Development Code requirements and is hereby accepted.

B. The city's standard stormwater detail number 5 provides an allowed stormwater depth of 8 to 12 feet. The applicant is requesting a pond depth of 15+ feet. The additional stormwater pond depth is hereby accepted.

C. Section 2-35(d)(3) of the Land Development Code requires a 40-foot perimeter buffer building setback. The subject property has existing outparcels and seeks to allow a minimum perimeter setback of: 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227. The minimum setbacks of 15 feet next to lot 285, 20 feet next to lots 157-163, 213, and 214, and 30 feet to lot 227 is hereby accepted.

6. ***Planned Residential Development benefits.***

A. Reduction in density from Volusia County entitlements;

B. Reduction of density from the approved land use allowance of 298 units to 286 residential units;

C. Innovative site design with the mixing of housing types based on the surrounding uses. This includes development of duplex units along the Addison Drive boundary near a townhome development and larger lot homes next to the Village of Pine Run;

D. Provision of more natural preservation area than required. The project will provide 25.52 acres or 24.67% of the site in natural preservation, exceeding both the standards 15% requirement and the 20% Planned Residential Development requirement;

E. Provision of a 35 natural buffer in addition to the existing ditch area along the property interface with the Village of Pine Run. The landscape buffer requirement in this property interface is 6 feet;

F. The project has provided additional recreational amenities than the Land Development Code requires;

G. The project is utilizing the stormwater management system for project irrigation; and

H. Stormwater management that reduces the rate and volume of stormwater that enters the canal/pipe system through the Village of Pine Run.

7. ***Sidewalks.*** The project shall provide internal sidewalks on both sides of the streets within the RidgeHaven subdivision. The project proposes a sidewalk connection off-site to connect to North U.S. Highway 1.

8. ***Access.*** There are two subdivision access points from Plantation Oaks Boulevard. No access is allowed from Addison Drive.

9. ***Traffic Impact Analysis.*** The proportionate fair share agreement that was identified by the Traffic Impact Analysis shall be in place prior to the issuance of a Final Plat.

10. ***Recreation improvements.*** Recreational improvements include a 33,000 square foot outdoor amenity area including a pool and pool deck, including a dog park, playground and activity field. The project also includes two walking trails in the southeast corner of the property and along a lake and buffer area at the northeast corner

11. ***Natural preservation.*** The project proposes to preserve a total of 25.52 acres as natural preservation or 24.67% of the subject property. The buffer areas along the project boundaries are designed to be a natural buffer. A 35-foot natural preservation area shall be maintained between the Ridgehaven subdivision and the Village of Pine Run. If no vegetation exist in areas of the natural buffer, the vacant area shall be planted at the direction of the city Landscape Architect to a type 1 landscape buffer.

12. ***Landscaping.*** The project buffers are as follows:

    A. Abutting Addison Drive. Required: 10'. Provided: ranges from 12' to 22'.

    B. Abutting Plantation Oaks Boulevard. Required 20'. Provided: ranges from 30', 40, and 125' depending on the buffer location.

    C. Abutting Plantation Oaks, Phase 3. Required 6'. Provided: Ranges with a minimum of 40'.

    D. Abutting Village of Pine Run. Required: 6'. Provided: 35' natural area.

    The three (3) historic trees on-site shall be preserved. A street tree plan has been designed with 298 street trees and is included in Exhibit "C".

13. ***Architecture and fencing.*** Subdivision architectural attributes and an overall fencing plan shall be required to the start of subdivision construction. All fencing along Plantation Oaks Boulevard and Addison Drive shall have a comment fence style.

    Per the Planning Board's recommendation, a PVC vinyl fence and an additional hedge row shall be installed on the Greenhaven Place cul-de-sac, between lots 215 and 216, to screen the existing single-family house at 1155 Plantation Oaks Boulevard. The RidgeHaven HOA shall be responsible for the maintenance of the hedge and fence.

14. ***Entry Features***. Development entry features shall have a maximum height of 8 feet. Signage for the development shall be similar to the examples attached as Exhibit "C"

15. ***Model Homes and Temporary Sales Offices***. The developer may designate and construct up to 10 lots as model homes and 2 lots as temporary sales offices for each phase of development. Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall

be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street employee parking.

Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-009

RidgeHaven

Final Plat

ramp existing that is at least 20 feet wide. Mr. Galloway emphasized that he would rather walk down the roadway than a sidewalk with a beach walkover. He highlighted the maintenance issue with Andy Romano beachfront park and the stair walkover access. Mr. Galloway concluded that he is supportive of removing the sidewalk and beach walkover and utilizing the existing Seminole Avenue beach ramp.

Ms. Shull sought to verify if there is existing beach access in this area. Mr. Spraker confirmed that the Seminole Avenue beach approach is existing. Ms. Shull stated that the project is not taking away public beach access and that they were to add additional access. Mr. Spraker stated that this is correct and consistent with the Volusia County e-mail regarding beach access. He continued that the original concept was to expand the access with a dedicated pedestrian walkway. Ms. Shull stated her concern was to maintain the existing beach access.

Mr. Galloway stated that he did not believe that the City should be accepting liability for the sidewalk if Volusia County does not.

Applicant's Presentation

Mr. Robert Merrell, III, Esquire, Cobb Cole, 149 South Ridgewood Avenue, stated that he uses the Seminole Avenue beach approach and it is easy to walk down the approach. He stated, like Mr. Galloway stated, that he would walk down the beach approach versus a sidewalk and beach walkover. Mr. Merrell stated that other areas, such as Neptune, Standish, Amsden, and Rockefeller only have the beach ramp access. He stated that the project wanted to construct the improvement and thought it would be a good gesture if Volusia County or the City wanted it. Mr. Merrell stated that the project team is still willing to perform the construction.

Chairman Thomas stated that the applicant does not want to maintain the improvement. Mr. Merrell stated that he did not believe that it would be appropriate as a public improvement.

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.

Ms. Shull motioned to approve PZ 2024-006, Ormond Beach Holdings, LLC., Planned Business Development Amendment. Mr. du Moulin seconded it. Vote was called, and the motion was approved (6-0).

E. PZ 2024-009, RidgeHaven Subdivision, Final Plat

Mr. Spraker stated that this is a request for a final plat of a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision. He stated the Planned Residential Development was approved with Ordinance 2023-26 and the preliminary plat with

Resolution 2023-109. Mr. Spraker stated that the project is under construction. He stated the final plat is a legal document to subdivide land after constructing improvements or posting a performance bond. Mr. Spraker stated that the final plat was reviewed by the SPRC, City Attorney's Office, and the City Surveyor. He concluded that the SPRC recommends approval of the final plat.

Mr. Spraker stated that the project was awarded an Outstanding Sustainability Initiative from the Surfcoast Chapter of the Florida Planning and Zoning Association in December 2023.

Board Discussion and Questions

Mr. du Moulin asked if the irrigation for the subdivision was drawn from the stormwater pond. Mr. Spraker confirmed that was correct. Mr. du Moulin asked if the stormwater pond was not adequate if there is a secondary well. Mr. Spraker stated that this is correct and there is a well to supplement the stormwater pond if necessary.

Mr. Galloway stated there are a lot of homes getting ready to be built in this area.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Scudiero motioned to approve PZ 2024-009, RidgeHaven Subdivision, Final Plat. Mr. Galloway seconded it. Vote was called, and the motion was approved (6-0).

F. PZ 2024-015, Woodsprings Suites, Comprehensive Plan Land Use Map Amendment

Mr. Spraker stated that this is a request for a Small-Scale Comprehensive Plan Land Use Map amendment for an approximate 1.33 acres located at Benton Street and Atlantic Avenue, from "Medium Density Residential" to "Low Intensity Commercial". He reviewed the process for a land use amendment that includes: (1) review by Planning staff, (2) Planning Board review and recommendation, (3) City Commission action and if approved (4) transmittal to the Volusia County Growth Management Commission and Department of Florida Commerce.

Mr. Spraker reviewed the proposed Future Land Use Map with the amendment. He stated that the map amendment sought to go from "Medium Density Residential" to "Low Intensity Commercial". He stated that the goal of the application is to make the entire project a "Low Intensity Commercial" land use designation in order to construct a hotel. Mr. Spraker reviewed the uses in the area including U.S. Highway 1 and stated the subject property was in a transitional area where a hotel would be appropriate. He continued that the property is within the North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA) area that contains land use conditions of a maximum of 8 units per acre and a maximum Floor Area Ratio that shall not exceed 0.50 for retail and 0.55 for all other nonresidential uses. Mr. Spraker concluded that staff recommended approval of the land use amendment application.

Board Discussion and Questions

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-05

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE "RIDGEHAVEN" SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a request for a final plat submitted by Meritage Homes of Florida, Inc., for a subdivision consisting of 84 duplex lots and 202 single-family lots on approximately 103.45 acres, titled RidgeHaven. The RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

        None. This is subdivision of land for a residential subdivision.

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

        None. This is subdivision of land for a residential subdivision. There are no charges or fees proposed.

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

        None. This is subdivision of land for a residential subdivision. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

    None. This is subdivision of land for a residential subdivision.

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

    No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2024-6
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Land Development Code Amendments, R-4, R-5, and R-6 Zoning Districts		
Summary:	This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to include the following: 1. Amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts; 2. Clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts; and 3. Correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district. Planning staff have noted certain areas of the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts that need to be amended and are processing the changes with this amendment. The purpose section for the R-6, Multifamily Medium-High Density zoning district was incorrectly amended by Municode and has been corrected, and no amendment is required. The Planning Board reviewed the land use amendment at the March 14, 2024 meeting and recommended approval by a 6-0 vote. There were no individuals who spoke for or against the amendment. The Planning Board minutes are attached to this item.		

Financial Impact:	None
Citizen Impact:	The proposed LDC amendments are not expected to have any citizen impact. A key change is the correction of the rear yard setbacks that was inadvertently changed from 20 feet to 25 feet. This amendment would re-establish the 20-foot rear yard setback.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** to the City Commission of an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to **(1)** Amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts; **(2)** Clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts; and **(3)** Correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-06 R-4, R-5, R-6 LDC Amendments (P24-0051G) 2. 03.14.2024, LDC Amendment, R-4, R-5, and R-6, PB Report 3. 03.14.2024, DRAFT Planning Board minutes, R-4, R-5, and R-6 - LDC 4. Ordinance BIE 1R-4, R-5, R-6
Approval:	Kelly McGuire, Finance Director 4/24/2024 Claire Whitley, Assistant City Manager 4/24/2024 Joyce Shanahan, City Manager 4/30/2024

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT, SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT, AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*; BY AMENDING THE REAR YARD SETBACKS, AND CORRECTING THE STREET SIDE/CORNER AND ADDITIONAL WATERBODY SETBACKS LABELS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District, Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, R-6, Multifamily Medium-High Density Zoning District, of the City of Ormond Beach *Land Development Code* to amend the rear yard setbacks and correct the street side/corner and additional waterbody setbacks labels, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on March 14, 2024, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(c), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

[This portion of the page intentionally left blank]

Sec. 2-17. - R-4: Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE: ***no change in existing text***

B. DIMENSIONAL STANDARDS:

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25’~~ 20'	0’, 20’	20’	30’
Multi-Family	8	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25’~~ 20'	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25’~~ 20'	20’	20’	30’
Triplex	8.7	30’	35%	35%	75%	75%	15,000	15,000	150’	-	30’	~~25’~~ 20'	20’	20’	30’
Townhouse	8	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION TWO. Section 2-18, R-5, Multifamily Medium Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

[This portion of the page intentionally left blank]

Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE: ****no change in existing text****

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25'~~ 20'	8’ total 20’	20’	30’
Cluster	6.7	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25'~~ 20'	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25'~~ 20'	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25'~~ 20'	0’, 20’	20’	30’
Multi-Family	12	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25'~~ 20'	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25'~~ 20'	20’	20’	30’
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ****no change in existing text****

D. CONDITIONAL USES ****no change in existing text****

E. SPECIAL EXCEPTION USES ****no change in existing text****

F. OTHER STANDARDS ****no change in existing text****

G. PERMITTED ACCESSORY USES: ****no change in existing text****

H. SPECIAL STANDARDS: ****no change in existing text****

SECTION THREE. Section 2-19, R-6, Multifamily Medium-High Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

[This portion of the page intentionally left blank]

Sec. 2-19. - R-6, Multifamily Medium-High Density Zoning District

A. PURPOSE: ***no change in existing text***

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25'~~ 20'	8’ total 20’	20’	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25'~~ 20'	8’ total 20’	20’	
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25'~~ 20'	8’ total 20’	20’	
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25'~~ 20'	0’, 20’	20’	
Multi-Family	32	75'	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25'~~ 20'	10’	20’	
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25'~~ 20'	20’	20’	
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	

~~9~~12.e. Additional Waterbody Setbacks: ***no change in existing text***

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION FOUR. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION FIVE. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of May, 2024.

PASSED UPON at the second and final reading of the City Commission, this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

PLANNING BOARD
STAFF REPORT
Land Development Code Amendment
R-4, R-5 and R-6 zoning districts amendments
Project Number: LDC-2024-011

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATES:	April 16, 2024 (first reading) and May 7, 2024 (second reading)
APPLICANT:	Administrative
REQUEST:	Administrative amendments to the following Sections of the Land Development Code: 1. 2-17(B)(12)(b), R-4 zoning, rear yard setback to 20' 2. 2-17(B)(12)(d), R-4 zoning, Street Side/Corner label 3. 2-18(B)(12)(b), R-5 zoning, rear yard setback to 20' 4. 2-18(B)(12)(d), R-5 zoning, Street Side/Corner label 5. 2-19(A), R-6 zoning, clarify purpose 6. 2-19(B)(12)(b), R-6 zoning, rear yard setback to 20' 7. 2-19(B)(12)(d), R-6 zoning, Street Side/Corner label 8. 2-19(B)(12)(e), R-6 zoning, Additional Waterbody Setbacks label
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to **(1)** amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, **(2)** clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, **(3)** amend the purpose section for the R-6, Multifamily Medium-High Density zoning district, and **(4)** correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.

SECTION 2, BACKGROUND:

Ordinance 2022-38 was adopted on January 10, 2023, and was an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster & Townhouse zoning district, Section 2-18, R-5, Multifamily Medium Density zoning district, and Section 2-19, Multifamily Medium High Density zoning district and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), to amend the dimensional standards and conditional use criteria for townhouses.

Over the last year, staff has discovered the following issues with Ordinance 2022-38:

1. Rear yard setbacks. The amendments inadvertently changed the rear yard setback in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium High-Density zoning districts from 20' to 25'. Prior to the amendment, the rear yard setback was 20' within all three zoning districts (see ATTACHMENT 2). With the amendment (see ATTACHMENT 3) the rear yard setback was incorrectly shown as 25'. One purpose of this amendment to re-establish the rear yard setback as 20' in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts for all uses except townhouses which are shown with a 10' rear yard setback.
2. Street Side/Corner label. The amendments termed item 12(d) as Street Corner/Corner in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts. This amendment seeks to correct the item to Street Side/Corner in all three (3) zoning districts.

3. R-6, Multifamily Medium-High Density purpose. The purpose section in the R-6, Multifamily Medium-High Density zoning district shows the text of the R-5 zoning district. The purpose of this amendment is to re-establish the purpose section of the R-6, Multifamily Medium-High Density zoning district.

4. R-6, Multifamily Medium-High Density additional waterbody setback label. With Ordinance 2022-38 additional columns were added changing the additional waterbody setbacks from 9.e. to 12.e. This amendment seeks to correct the item from 9.e. to 12.e in the R-6, Multifamily Medium-High Density zoning district.

SECTION 3, ANALYSIS:

The purpose of the Land Development Code amendment is to **(1)** correct the rear yard setback in R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts from 25' to 20', **(2)** correct the label for Street Side/Corner in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts, **(3)** amend the purpose of the R-6, Multifamily Medium-High Density zoning district, and **(4)** correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.

The R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts rear yard setback has been established at 20' for a number of years. Maintaining the rear yard setback of 25' would make single-family structures permitted with the 20' setback non-conforming.

SECTION 4, CONCLUSION:

Section 1-15(d)(3) of the Land Development Code requires certain criteria must be evaluated before adoption of a Land Development Code amendment when making their recommendation, as follows:

1. **The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.**

   Staff views this amendment as a cleanup of the rear yard setbacks, street side/corner in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts, and the purpose section and additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district. It is not expected that the proposed Land Development Code amendment would create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Objective 2.1 of the Future Land Use Element of the Comprehensive Plan discussed the need to update Land Development Code regulations.

3. **The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.**

   The proposed Land Development Code amendment does not approve any site-specific development and will not have an adverse impact on environmentally sensitive lands.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties**.

   The proposed Land Development Code amendment does not approve any site-specific development and will not have any impacts on surrounding properties.

5. **There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds.**

   The proposed Land Development Code amendment seeks to correct errors in the dimensional standards of R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts. The amendment would not have a negative impact to public facilities.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment. Any new development would have a traffic review as part of the site plan review process.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

8. **The proposed development provides for the safety of occupants and visitors.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   There is no development proposed as part of the proposed amendment. The application pertains to a Land Development Code amendment.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 5, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to **(1)** amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, **(2)** clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, **(3)** amend the purpose section for the R-6, Multifamily Medium-High Density zoning district, and **(4)** correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.

Attachments:

Attachment 1:	Proposed Land Development Code amendment
Attachment 2:	R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, and R-6, Multifamily Medium-High Density zoning districts prior to Ordinance 2022-38
Attachment 3:	Ordinance 2022-38 and the R-4, R-5, and R-6 zoning districts

ATTACHMENT 1

Proposed Land Development Code amendment

Sec. 2-17. - R-4: Single-Family Cluster & Townhouse Zoning District.

A. PURPOSE: ***no change to existing text***

B. DIMENSIONAL STANDARDS:

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25’~~ 20'	0’, 20’	20’	30’
Multi-Family	8	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25’~~ 20'	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25’~~ 20'	20’	20’	30’
Triplex	8.7	30’	35%	35%	75%	75%	15,000	15,000	150’	-	30’	~~25’~~ 20'	20’	20’	30’
Townhouse	8	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE: ***no change in existing text***

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Cluster	6.7	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25’~~ 20'	0’, 20’	20’	30’
Multi-Family	12	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25’~~ 20'	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25’~~ 20'	20’	20’	30’
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

Sec. 2-19. - R-6, Multifamily Medium-High Density Zoning District

A. PURPOSE: ~~The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.~~ The purpose of the Multifamily Medium-High (R-6) Zoning District is to provide for the development of multiple-family residential developments at medium to high densities.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Impervious Parcel Coverage	7. Maximum Impervious Lot Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street ~~Corner~~ Side/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	~~25’~~ 20'	8’ total 20’	20’	
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	~~25’~~ 20'	8’ total 20’	20’	
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	~~25’~~ 20'	0’, 20’	20’	
Multi-Family	32	75'	35%	35%	75%	75%	43,560	43,560	125’	-	25’	~~25’~~ 20'	10’	20’	
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	~~25’~~ 20'	20’	20’	
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	

~~9~~12.e. Additional Waterbody Setbacks: ****no change in existing text****

C. PERMITTED USES ****no change in existing text****

D. CONDITIONAL USES ****no change in existing text****

E. SPECIAL EXCEPTION USES ****no change in existing text****

F. OTHER STANDARDS ****no change in existing text****

G. PERMITTED ACCESSORY USES: ****no change in existing text****

H. SPECIAL STANDARDS: ****no change in existing text****

ATTACHMENT 2

Zoning districts prior to Ordinance 2022-38

R-4, Single-Family Cluster & Townhouse

R-5, Multifamily Medium Density

R-6, Multifamily Medium-High Density

Sec. 2-17. R-4, Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE: The purpose of the Single-Family Cluster and Townhouse (R-4) Zoning District is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/ Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	30'
Zero Lot Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	30'
Multifamily	8	30'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	30'
Triplex	8.7	30'	35%	75%	15,000 SF	150'	—	30'	20'	20'	20'	30'
Townhouse	6.31	30'	35%	75%	6,900 SF	60'	115'	25'	20'	15'	20'	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Community Residential Home 2. Dwelling, Duplex 3. Dwelling, Single-Family, Detached 4. Dwelling, Triplex 5. School, Public	1. Adult Day Care Center 2. Adult Family Day Care 3. Assisted Living Facility 4. Cluster Subdivision, Single-Family 5. Dwelling, Multifamily 6. Dwelling, Quadraplex 7. Family Day Care Home 8. Foster Home 9. Group Home 10. Nursing Home 11. Parks and Recreation Facilities, Private 12. Parks and Recreation Facilities, Public 13. Patio Subdivision 14. Public Facilities 15. Public Utilities 16. School, Private 17. Telecommunication Tower or Antenna, Camouflaged 18. Townhouses 19. Water Survival Instruction 20. Wind Energy System 21. Zero Lot Line Subdivision	1. Bed and Breakfast Inn 2. Child Care Facilities 3. Historic Preservation Mixed Use 4. House of Worship	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 regulatations (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: 6. Multifamily, duplex and triplex residential dwelling units shall have the following minimum square footage per bedroom:

Zone Suffix	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

One = 750 SF	Three = 1,050 SF
Two = 900 SF	Each Additional Bedroom = 150 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 located in areas of the city where established street patterns and lot configurations are generally consistent with the 7,500 square foot/75' width 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. 2012-03, § 3, 2-7-2012; Ord. No. 2013-11, § 3, 2-5-2013; Ord. No. 2013-13, § 10, 2-5-2013)

Sec. 2-18. R-5, Multifamily Medium Density Zoning District.

A. PURPOSE: The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	30'
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	30' Zero Lot
Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	30'
Multifamily	12	30'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	30'
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	30'
Townhouse	6.31	30'	35%	75%	6,900 SF	30'	115'	25'	20'	15'	20'	30'

C. PERMITTED USES

1. Community Residential Home
2. Dwelling, Duplex
3. Dwelling, Single-Family, Detached
4. School, Public

D. CONDITIONAL USES

1. Adult Day Care
2. Adult Family Care Center
3. Assisted Living Facility
4. Cluster Subdivision, Single-Family
5. Community Residential Home
6. Dwelling, Multifamily
7. Family Day Care Home
8. Foster Home
9. Golf Course and Country Club
10. Group Home
11. Nursing Home
12. Parks and Recreation Facilities, Private
13. Parks and Recreation Facilities, Public
14. Patio Subdivision
15. Public Facilities
16. Public Utilities
17. School, Private
18. Telecommunication Tower or Antenna, Camouflaged
19. Townhouses
20. Water Survival Instruction
21. Wind Energy System
22. Zero Lot Line Subdivision

E. SPECIAL EXCEPTION USES

1. Child Care Facility
2. Historic Preservation Mixed Use
3. House of Worship

F. OTHER STANDARDS

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:

Zone Suffix	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

6. Multifamily, duplex and triplex residential dwelling units shall have the following minimum square footage per bedroom:

One = 750 SF	Three = 1,050 SF
Two = 900 SF	Each Additional Bedroom = 150 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 located in areas of the city where established street patterns and lot configurations are generally consistent with the 7,500 square foot/75' width 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, §§ 3, 4, 2-5-2013; Ord. No. 2013-13, § 11, 2-5-2013)

Sec. 2-19. R-6, Multifamily Medium-High Density Zoning District.

A. PURPOSE: The purpose of the Multifamily Medium-High (R-6) Zoning District is to provide for the development of multiple-family residential developments at medium to high densities.

B. DIMENSIONAL STANDARDS

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/Corner	e. Waterbody
Single-Family	5.05	30'	35%	75%	8,625 SF	75'	115'	25'	20'	8' total 20'	20'	30'; or Ocean Yard Setbacks: Yards adjacent to the ocean shall be considered "rear" yards, and no structure, except for sun decks and walkways provided in this section and chapter 3, article II (Coastal Management), shall extend beyond a line projected between the average setback of all buildings within 800' of each side lot line of the lot upon which the proposed building is to be constructed or within a building setback otherwise established under Florida Statutes or chapter 3, article II of this Land Development Code, whichever is greater. Such line shall run parallel with the street right-of-way line.
Cluster	6.70	30'	35%	75%	6,500 SF	65'	—	25'	20'	8' total 20'	20'	
Patio	6.89	30'	35%	75%	6,325 SF	55'	115'	25'	20'	8' total 20'	20'	
Zero Lot Line	8.71	30'	35%	75%	5,000 SF	50'	—	25'	20'	0', 20'	20'	
Multifamily	32	75'	35%	75%	43,560 SF	125'	—	25'	20'	10'	20'	
Duplex	8.71	30'	35%	75%	10,000 SF	100'	—	30'	20'	20'	20'	
Townhouse	6.31	30'	35%	75%	6,900 SF	60'	115'	25'	20'	15'	20'	

C. PERMITTED USES

1. Community Residential Home
2. Dwelling, Duplex
3. Dwelling, Single-Family, Detached
4. School, Public

D. CONDITIONAL USES

1. Adult Day Care Center
2. Adult Family Care Home
3. Assisted Living Facility
4. Cluster Subdivision, Single-Family
5. Community Residential Home
6. Dwelling, Multifamily
7. Family Day Care Home
8. Foster Home
9. Golf Course and Country Club
10. Group Home
11. Nursing Home
12. Parks and Recreation Facilities, Private
13. Parks and Recreation Facilities, Public
14. Patio Home Subdivision
15. Public Facilities
16. Public Utilities
17. School, Private
18. Telecommunication Tower or Antenna, Camouflaged
19. Townhouses
20. Water Survival Instruction
21. Wind Energy System
22. Zero Lot Line Subdivision

E. SPECIAL EXCEPTION USES

1. Child Care Facility
2. Historic Preservation Mixed Use
3. House of Worship

F. OTHER STANDARDS

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:

Zone Suffix	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

6. Multifamily, duplex and triplex residential dwelling units shall have the following minimum square footage per bedroom:

One = 750 SF	Three = 1,050 SF
Two = 900 SF	Each Additional Bedroom = 150 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 located in areas of the city where established street patterns and lot configurations are generally consistent with the 7,500 square foot/75' width 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, §§ 3, 4, 2-5-2013; Ord. No. 2013-13, § 11, 2-5-2013; Ord. No. 2014-29, §§ 1, 2, 8-19-2014)

ATTACHMENT 3

Ordinance 2022-38

ORDINANCE NO. 2022-38

AN ORDINANCE AMENDING THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY AMENDING SECTION 2-17, R-4, SINGLE-FAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT; SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT; AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS; AND BY AMENDING SUBSECTION (84), OF SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION, OF ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, TO AMEND THE DIMENSIONAL STANDARDS AND CONDITIONAL USE CRITERIA FOR TOWNHOUSES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District; Section 2-18, R-5, Multifamily Medium Density Zoning District, and Section 2-19, R-6, Multifamily Medium-High Density Zoning District; and Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, subsection (84), of the City of Ormond Beach *Land Development Code,* to amend the dimensional standards and conditional use criteria for townhouses.

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on October 13, 2022, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 2-17, R-4, Single-Family Cluster and Townhouse Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code,* is hereby amended as follows:

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Sec. 2-17. - R-4: Single-Family Cluster and Townhouse Zoning District.

A. PURPOSE:	The purpose of the Single-Family Cluster and Townhouse (R-4) zoning district is to provide for a variety of dwelling units in a highly aesthetic setting. The zoning district attempts to establish an optimum living environment between indoor and outdoor living, to encourage the establishment of on-site recreation areas and open space, and cluster developments on small lots, while maintaining the maximum possible privacy for each unit through quality of design.

B. DIMENSIONAL STANDARDS

~~1.~~ ~~Type~~	~~2.~~ ~~Density (units per acre)~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~				
								~~a.~~ ~~Front~~	~~b.~~ ~~Rear~~	~~c.~~ ~~Side~~	~~d.~~ ~~Street Corner/Corner~~	~~e.~~ ~~Waterbody~~
~~Single-Family~~	~~5.05~~	~~30'~~	~~35%~~	~~75%~~	~~8,625~~	~~75'~~	~~115'~~	~~25'~~	~~25'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Cluster~~	~~6.7~~	~~30'~~	~~35%~~	~~75%~~	~~6,500~~	~~65'~~	~~-~~	~~25'~~	~~25'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Patio~~	~~6.89~~	~~30'~~	~~35%~~	~~75%~~	~~6,325~~	~~55'~~	~~115'~~	~~25'~~	~~25'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Zero-Lot-Line~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~5,000~~	~~50'~~	~~-~~	~~25'~~	~~25'~~	~~0', 20'~~	~~20'~~	~~30'~~
~~Multi-Family~~	~~8~~	~~30'~~	~~35%~~	~~75%~~	~~43,560~~	~~125'~~	~~-~~	~~25'~~	~~25'~~	~~10'~~	~~20'~~	~~30'~~
~~Duplex~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~10,000~~	~~100'~~	~~-~~	~~30'~~	~~25'~~	~~20'~~	~~20'~~	~~30'~~
~~Triplex~~	~~8.7~~	~~30'~~	~~35%~~	~~75%~~	~~15,000~~	~~150'~~	~~-~~	~~30'~~	~~25'~~	~~20'~~	~~20'~~	~~30'~~
~~Townhouse~~	~~6.31~~	~~30'~~	~~35%~~	~~75%~~	~~6,900~~	~~60'~~	~~115'~~	~~25'~~	~~25'~~	~~15'~~	~~20'~~	~~30'~~

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30'	35%	35%	75%	75%	8,625	8,625	75'	115'	25'	25'	8' total 20'	20'	30'
Cluster	6.70	30'	35%	35%	75%	75%	6,500	6,500	65'	-	25'	25'	8' total 20'	20'	30'
Patio	6.89	30'	35%	35%	75%	75%	6,325	6,325	55'	115'	25'	25'	8' total 20'	20'	30'
Zero-Lot-Line	8.71	30'	35%	35%	75%	75%	5,000	5,000	50'	-	25'	25'	0', 20'	20'	30'
Multi-Family	8	30'	35%	35%	75%	75%	43,560	43,560	125'	-	25'	25'	10'	20'	30'
Duplex	8.71	30'	35%	35%	75%	75%	10,000	10,000	100'	-	30'	25'	20'	20'	30'
Triplex	8.7	30'	35%	35%	75%	75%	15,000	15,000	150'	-	30'	25'	20'	20'	30'
Townhouse	8	30'	35%	75%	75%	90%	43,560	2,280	24'	95'	25'	10'	0'	0' (entire building 15')	30'

C. PERMITTED USES ***no change in existing text***

D. CONDITIONAL USES ***no change in existing text***

E. SPECIAL EXCEPTION USES ***no change in existing text***

F. OTHER STANDARDS ***no change in existing text***

G. PERMITTED ACCESSORY USES: ***no change in existing text***

H. SPECIAL STANDARDS: ***no change in existing text***

SECTION TWO. Section 2-18, R-5, Multifamily Medium Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code,* is hereby amended as follows:

[This portion of the page intentionally left blank]

Sec. 2-18. - R-5, Multifamily Medium Density Zoning District

A. PURPOSE:	The purpose of the Multifamily Medium Density (R-5) Zoning District is to provide for a mixture of various residential types ranging from single-family detached homes, to low density multifamily developments designed in such manner as to be highly compatible within the site and the neighborhood through the use of open space, buffering and architectural design.

B. DIMENSIONAL STANDARDS

~~1.~~ ~~Type~~	~~2.~~ ~~Density (units per acre)~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~				
								~~a.~~ ~~Front~~	~~b.~~ ~~Rear~~	~~c.~~ ~~Side~~	~~d.~~ ~~Street Corner/Corner~~	~~e.~~ ~~Waterbody~~
~~Single-Family~~	~~5.05~~	~~30'~~	~~35%~~	~~75%~~	~~8,625 SF~~	~~75'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Cluster~~	~~6.7~~	~~30'~~	~~35%~~	~~75%~~	~~6,500 SF~~	~~65'~~	~~—~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30'~~
~~Patio~~	~~6.89~~	~~30'~~	~~35%~~	~~75%~~	~~6,325 SF~~	~~55'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30' Zero Lot~~
~~Zero Lot Line~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~5,000 SF~~	~~50'~~	~~—~~	~~25'~~	~~20'~~	~~0', 20'~~	~~20'~~	~~30'~~
~~Multi-Family~~	~~12~~	~~30'~~	~~35%~~	~~75%~~	~~43,560 SF~~	~~125'~~	~~—~~	~~25'~~	~~20'~~	~~10'~~	~~20'~~	~~30'~~
~~Duplex~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~10,000 SF~~	~~100'~~	~~—~~	~~30'~~	~~20'~~	~~20'~~	~~20'~~	~~30'~~
~~Townhouse~~	~~6.31~~	~~30'~~	~~35%~~	~~75%~~	~~6,900 SF~~	~~30'~~	~~115'~~	~~25'~~	~~20'~~	~~15'~~	~~20'~~	~~30'~~

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	25’	8’ total 20’	20’	30’
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	25’	8’ total 20’	20’	30’
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	25’	8’ total 20’	20’	30’
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	25’	0’, 20’	20’	30’
Multi-Family	12	30’	35%	35%	75%	75%	43,560	43,560	125’	-	25’	25’	10’	20’	30’
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	25’	20’	20’	30’
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	30’

C. PERMITTED USES ****no change in existing text****

D. CONDITIONAL USES ****no change in existing text****

E. SPECIAL EXCEPTION USES ****no change in existing text****

F. OTHER STANDARDS ****no change in existing text****

G. PERMITTED ACCESSORY USES: ****no change in existing text****

H. SPECIAL STANDARDS: ****no change in existing text****

SECTION THREE. Section 2-19, R-6, Multifamily Medium-High Density Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code,* is hereby amended as follows:

[This portion of the page intentionally left blank]

Sec. 2-19. - R-6, Multifamily Medium-High Density Zoning District

A. PURPOSE:	The purpose of the Multifamily Medium-High (R-6) Zoning District is to provide for the development of multiple-family residential developments at medium to high densities.

B. DIMENSIONAL STANDARDS

~~1.~~ ~~Type~~	~~2.~~ ~~Density (units per acre)~~	~~3.~~ ~~Maximum Building Height~~	~~4.~~ ~~Maximum Building Coverage~~	~~5.~~ ~~Maximum Impervious Lot Coverage~~	~~6.~~ ~~Minimum Lot Size~~	~~7.~~ ~~Minimum Lot Width~~	~~8.~~ ~~Minimum Lot Depth~~	~~9.~~ ~~Setbacks~~				
								~~a.~~ ~~Front~~	~~b.~~ ~~Rear~~	~~c.~~ ~~Side~~	~~d.~~ ~~Street Corner/Corner~~	~~e.~~ ~~Waterbody~~
~~Single-Family~~	~~5.05~~	~~30'~~	~~35%~~	~~75%~~	~~8,625 SF~~	~~75'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	~~30' (See Additional Waterbody Setbacks listed below)~~
~~Cluster~~	~~6.70~~	~~30'~~	~~35%~~	~~75%~~	~~6,500 SF~~	~~65'~~	~~—~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	
~~Patio~~	~~6.89~~	~~30'~~	~~35%~~	~~75%~~	~~6,325 SF~~	~~55'~~	~~115'~~	~~25'~~	~~20'~~	~~8' total 20'~~	~~20'~~	
~~Zero Lot Line~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~5,000 SF~~	~~50'~~	~~—~~	~~25'~~	~~20'~~	~~0', 20'~~	~~20'~~	
~~Multi-Family~~	~~32~~	~~75'~~	~~35%~~	~~75%~~	~~43,560 SF~~	~~125'~~	~~—~~	~~25'~~	~~20'~~	~~10'~~	~~20'~~	
~~Duplex~~	~~8.71~~	~~30'~~	~~35%~~	~~75%~~	~~10,000 SF~~	~~100'~~	~~—~~	~~30'~~	~~20'~~	~~20'~~	~~20'~~	
~~Townhouse~~	~~6.31~~	~~30'~~	~~35%~~	~~75%~~	~~6,900 SF~~	~~60'~~	~~115'~~	~~25'~~	~~20'~~	~~15'~~	~~20'~~	

1. Type	2. Density (units per acre)	3. Maximum Building Height	4. Maximum Parcel Building Coverage	5. Maximum Lot Building Coverage	6. Maximum Parcel Impervious Coverage	7. Maximum Lot Impervious Coverage	8. Minimum Parcel Size in SF	9. Minimum Lot Size in SF	10. Minimum Lot Width	11. Minimum Lot Depth	12. Setbacks				
											a. Front	b. Rear	c. Side	d. Street Corner/Corner	e. Waterbody
Single-Family	5.05	30’	35%	35%	75%	75%	8,625	8,625	75’	115’	25’	25’	8’ total 20’	20’	30' (See Additional Waterbody Setbacks listed below)
Cluster	6.70	30’	35%	35%	75%	75%	6,500	6,500	65’	-	25’	25’	8’ total 20’	20’	
Patio	6.89	30’	35%	35%	75%	75%	6,325	6,325	55’	115’	25’	25’	8’ total 20’	20’	
Zero-Lot-Line	8.71	30’	35%	35%	75%	75%	5,000	5,000	50’	-	25’	25’	0’, 20’	20’	
Multi-Family	32	75'	35%	35%	75%	75%	43,560	43,560	125’	-	25’	25’	10’	20’	
Duplex	8.71	30’	35%	35%	75%	75%	10,000	10,000	100’	-	30’	25’	20’	20’	
Townhouse	12	30’	35%	75%	75%	90%	43,560	2,280	24'	95'	25’	10'	0'	0' (entire building 15')	

9.e. Additional Waterbody Setbacks: ***no change in existing text***

C. PERMITTED USES ****no change in existing text****

D. CONDITIONAL USES ****no change in existing text****

E. SPECIAL EXCEPTION USES ****no change in existing text****

F. OTHER STANDARDS ****no change in existing text****

G. PERMITTED ACCESSORY USES: ****no change in existing text****

H. SPECIAL STANDARDS: ****no change in existing text****

SECTION FOUR. Subsection (84) Townhouses, of Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code*, is hereby amended as follows:

(84) *Townhouses.*

a. All townhouses shall provide a garage with a minimum area of eighteen feet (18') by twenty feet (20') to provide parking for two (2) vehicles.

b. ~~A maximum driveway width of eighteen feet (18') is allowed.~~ No townhome building shall be located within fifty feet (50') of the property line of a conforming single-family home or a residential district which allows a single-family use.

~~c. Townhouse lots abutting single-family detached residential shall have a twenty foot (20') wide buffer (design type 3) as specified in section 3-06(d).~~

~~d. New townhouse projects require a minimum of twenty percent (20%) dedicated as common area, exclusive of stormwater ponds and roads.~~

~~e. Patios and screen enclosures on townhouse lots shall maintain a minimum ten-foot (10') rear yard setback.~~

c. New townhouse developments shall have a perimeter setback of thirty feet (30') which shall not allow any lots or building improvements.

d. Townhouse developments shall have a twenty foot (20') wide landscape buffer (design type 3) along all property boundaries as specified in section 3-06(d). Where townhouse developments abut a conforming single-family home or a residential district which allows a single-family use, a thirty foot (30') wide landscape buffer (design type 4) as specified in section 3-06(d).

e. New townhouse developments shall require a minimum of twenty-five percent (25%) of the total project area dedicated as common area, such as natural preservation areas, recreational areas, dry stormwater areas, exclusive of wet stormwater ponds and roads.

f. Where a townhome development abuts a single-family home, a residential district which allows a single-family use, or a commercially zoned area, a PVC vinyl or similar fence material acceptable to the SPRC is required.

g. There shall be a minimum of twenty (20') feet separation between townhome buildings within the development.

h. Townhome buildings shall not contain less than three (3) units or more than eight (8) units in any one building.

i. All townhouse lots shall maintain a minimum ten-foot (10') rear yard setback for accessory and principal uses.

j. Architectural standards of Article VI, Architectural Design Standards, shall apply to townhome buildings.

SECTION FIVE. In the event any word, phrase, clause, sentence, paragraph, term, or provision of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such judicial determination shall not affect any other word, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 6th day of December, 2022.

PASSED UPON at the second and final reading of the City Commission, this 10th day of January, 2023.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

DRAFT

Planning Board minutes from

March 14, 2024

ITEM:

LDC-2024-011

Land Development Code Amendments

R-4, R-5, and R-6 zoning district amendments

Board Discussion and Questions

Ms. Shull commented that she didn't understand why some sites have one sign versus two signs and asked why this occurs.

Ms. Cushing responded that staff reviews sites independently. Corner lots are allowed to have up to two building premises signs, but they are not required to and the building owner can design their signs as long as they meet the signage regulations in the LDC.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Ms. Shull motioned to approve PZ 2024-018, 7-Eleven Electronic Changeable Copy Signage, 1546 West Granada Boulevard, Special Exception. Mr. du Moulin seconded it. Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

J. PZ 2024-011, Land Development Code Amendment, R-4, R-5, and R-6 Zoning District Amendments

Mr. Spraker stated that this an administrative amendment to the Land Development Code (LDC) and displayed a PowerPoint slide of the proposed amended sections that included: Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17 (B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to **(1)** amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium Density zoning districts; **(2)** clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts; **(3)** amend the purpose section for the R-6, Multifamily Medium-High Density zoning district; and **(4)** correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.

Mr. Spraker stated that a previous LDC Amendment had some unintended consequences/errors including the rear yard setbacks and labels within the R-4, R-5, and R-6 zoning district. He reviewed the amendments of each zoning district. Mr. Spraker concluded that staff recommended approval of the proposed Land Development Code (LDC) amendments.

Board Discussion and Questions

Mr. Jorczak inquired why the rear yard setback went from 20' to 25'. Mr. Spraker stated that it was an inadvertent error that once recognized, staff proceeded with this amendment.
Ms. Shull inquired into the amendment to 9.e. Mr. Spraker stated that there are two 9.e and that the second label should be 12.e and there is no change to the text, just the numbering.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-011, Land Development Code Amendment, R-4, R-5, and R-6 Zoning District Amendments. Ms. Shull seconded it. Vote was called, and the motion was approved (6-0).

VIII. PUBLIC COMMENTS

The opportunity was announced and it was determined that there was no one in attendance that wished to deliver any public comments.

IX. OTHER BUSINESS

None.

X. MEMBER COMMENTS

Mr. Galloway asked for the Ormond Beach Police Department to research the presence of a vehicle and trailer with a 7-Eleven sign on it, on the south bound lane of A1A and to the south of the Charlie Horse Restaurant. Mr. Spraker advised that he will look into the matter.

Ms. Shull read a letter from of the residents that spoke on the Tattersall project at the February 2024 Planning Board meeting that was addressed to the Planning Board:

> *"I appreciate the opportunity to speak about traffic issues relating to the Tattersall project at last month's meeting. It was a bit intimidating to be "presenting" in the Chambers but you made it a comfortable and educational experience. I thank you for your politeness, patience, understanding, and feedback/suggestions of how to best handle my pursuit with the traffic concerns. The entire meeting was quite engaging! Clarification of responsibilities of the Planning Board raised awareness that certain subject matters are out of your hands, they need to be directed to a different entity. I intend to pursue the traffic at the Pathways Elementary location with the School Board… we shall see how it goes! Thank YOU again! I wish more people could see the admirable work you are doing for our community."*
>
> *Sincerely,*
> *Stephanie Olin*

XI. ADJOURNMENT

The meeting was adjourned at 7:14 p.m.

Respectfully submitted,

_____

Steven Spraker, Planning Director

DRAFT

Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title:

2024-06

AN ORDINANCE AMENDING SECTION 2-17, R-4, SINGLEFAMILY CLUSTER AND TOWNHOUSE ZONING DISTRICT, SECTION 2-18, R-5, MULTIFAMILY MEDIUM DENSITY ZONING DISTRICT, AND SECTION 2-19, R-6, MULTIFAMILY MEDIUM-HIGH DENSITY ZONING DISTRICT, OF ARTICLE II, DISTRICT REGULATIONS, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE; BY AMENDING THE REAR YARD SETBACKS, AND CORRECTING THE STREET SIDE/CORNER AND ADDITIONAL WATERBODY SETBACKS LABELS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

   This is an administrative amendment to the Land Development Code (LDC), Chapter 2, District and General Regulations, Article II, District Regulations: Section 2-17(B)(12)(b)(d), 2-18(B)(12)(b)(d), 2-19(A), 2-19(B)(12)(b)(d)(e) to (1) amend the rear yard setbacks from 25' to 20' for all uses except townhouses in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, (2) clarify street side corner label in the R-4, Single-Family Cluster & Townhouse, R-5, Multifamily Medium Density, R-6, Multifamily Medium-High Density zoning districts, (3) amend the purpose section for the R-6, Multifamily Medium-High Density zoning district, and (4) correct the additional waterbody setbacks label in the R-6, Multifamily Medium-High Density zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

   a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

      None. This is an amendment to residential zoning district to clarify rear yard setbacks and dimensional standard labels.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

      None. This is an amendment to residential zoning district to clarify rear yard setbacks and dimensional standard labels. There are no charges or fees proposed.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

      None. This is an amendment to residential zoning district to clarify rear yard setbacks and dimensional standard labels. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

   None. This is an amendment to residential zoning district to clarify rear yard setbacks and dimensional standard labels.

4. Any additional information the City determines may be useful.

   (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

   No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 8.D

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-75
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Tattersall, Phase 1 Preliminary Plat		
Summary:	This is an application submitted by Paylin Tymber 1 and 2, LLC, property owner, for a Preliminary Plat for phase 1 of the Tattersall subdivision consisting of 75 lots. The Tattersall subdivision was issued a development order with Ordinance 2022-33 for a 129-lot subdivision on approximately 84.14 acres under certain conditions. The Tattersall at Tymber Creek subdivision is located at 304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road. The remainder of the lots would be platted with a phase 2 plat to be reviewed and acted upon separately of this application. The preliminary plat allows the construction of subdivision improvements and division 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 purpose of the preliminary plat review is to determine compliance with the approved PRD development order and the proposed preliminary plat is consistent with the zoning approval. It is important to note the number of lots, landscape buffers, transportation, utility, and school concurrency were approved as part of the issuance of the PRD development order. It is the determination of the Site Plan Review Committee that the Tattersall, Phase 1 preliminary plat is consistent with Ordinance 2022-33. The Planning Board reviewed this application at the February 8, 2024 meeting and recommended approval with a 6-1 vote. There were three individuals who spoke and the concerns included traffic, school impacts, and stormwater. The Planning Board minutes are included within the City Commission item.		

Financial Impact:	There is no direct financial impact as the result of the preliminary application as the developer is required to install all subdivision improvements. Indirect costs would include maintenance of the stormwater conveyance dwale, roadways, and utilities.
Citizen Impact:	The land area of the Tattersall subdivision has been discussed at multiple meetings with key issues including impacts of the area schools, stormwater, and traffic. The scope of the preliminary plat application is limited to whether or not the plat document is consistent with the approved development order. The neighborhood and Planning Board meetings highlight that area residents still have concerns regarding the project.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommended **APPROVAL** (6-1) of the preliminary plat for a 75-lot subdivision titled "Tattersall, Phase 1" located at 304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road. The preliminary plat is consistent with the approved Planned Residential Development zoning (Ordinance 2022-33). The phase 2 plat would require separate preliminary plat approval.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-75 Tattersall Subdivision, Phase 1, Pre Plat (P24-0035S) 2. Exhibit A, Tattersall - Preliminary Plat 3. Exhibit B, Tattersall - Construction Drawings 4. 02.08.2024, Tattersall, Preliminary Plat, PB Staff Report (8.5X11) 5. 02.08.2024, DRAFT Planning Board minutes, Tattersall, Phase 1
Approval:	Kelly McGuire, Finance Director 4/8/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE "TATTERSALL SUBDIVISION, PHASE 1", A PLANNED RESIDENTIAL DEVELOPMENT SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Property Owner") has submitted the preliminary plat for the "Tattersall Subdivision - Phase 1" subdivision, and

WHEREAS, Ordinance 2022-33, approved by the City Commission on November 1, 2022 authorized a Planned Residential Development (PRD) Development Order to allow the development of a phased subdivision of 129 lots on 84.14 acres located at located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250), to be known as "Tattersall at Tymber Creek", said Ordinance and Development Order recorded in Official Records Book 8397, Page 4515 through 4589, inclusive of the public records of Volusia County, Florida, and

WHEREAS, Resolution 2023-134 approved by the City Commission on August 15, 2023 authorized (1) a proportionate fair share agreement and (2) a temporary construction easement consistent with the Planned Residential Development (PRD) Development Order, 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, THAT:

SECTION ONE. The City Commission hereby approves a 75-lot preliminary plat for the "Tattersall Subdivision - Phase 1" subdivision, as shown in the preliminary plat attached hereto as Exhibit "A" and construction plans attached hereto as "Exhibit "B" and incorporated herein by reference, subject to full and continuous compliance to the Planned Residential Development zoning approved by Ordinance 2022-33 and the resolution of outstanding Site Plan Review Committee comments, if any.

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 **May 7, 2026**, unless the subject property is actively being developed such that permits have been

issued and are continuing; or the requirements of Section 4-18 *Land Development Code* have been satisfied and a final plat has been approved by the City Commission, recorded and the appropriate bond has been provided as required by Section 4-18(8)(c) of the *Land Development Code* for the "Tattersall Subdivision - Phase 1" subdivision.

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

APPROVED AND AUTHENTICATED, this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 10

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

GENERAL NOTES:

1. THE USES AS STATED IN THE DEDICATION SHALL BE FOR COMMON AREAS, TRACTS AND FOR DRAINAGE EASEMENTS CROSSING THROUGH LOTS TO PONDS AND WETLANDS NOW LOCATED IN THE AREAS SHOWN AS TRACT A STORMWATER, TRACT B STORMWATER, TRACT C STORMWATER AND TRACT D STORMWATER, ADDITIONAL USES AND PURPOSES MAY ALSO BE FOUND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°08'33" EAST ALONG THE WESTERLY RIGHT OF WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM 1983(2011) AND WAS ESTABLISHED USING USING GPS RTK OBSERVATIONS WITH FDOT-FPRN BASELINE CORRECTIONS.
3. THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS THAT PERTAIN TO "TATTERSALL AT TYMBER CREEK HOA", WILL BE RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
4. ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 FT = 0.304800609601 M.
5. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY GEOPOINT SURVEYING, INC. DATED 4/29/21 WITH A REVISION DATE OF 01/24/23.
6. DIMENSIONS SHOWN ARE DEED DISTANCE UNLESS NOTED AS (M) FOR THE MEASURED DIFFERENCE, OR (C) FOR THE CALCULATED DISTANCE.
7. 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 SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. PERMANENT CONTROL POINTS (PCP) AS REQUIRED BY CHAPTER 177.091(8) WILL BE SET AFTER THE FINAL CONSTRUCTION OF THE ROADS.
9. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.
10. LANDSCAPE AND IRRIGATION WITHIN THE COMMON AREAS AND ANY STREET ISLANDS, INCLUDING CURBING, WILL BE MAINTAINED BY THE "TATTERSALL AT TYMBER CREEK HOA".
11. COMMON AREAS FOR TRACTS THAT ARE DESIGNED TO REMAIN NATURAL PRESERVATION ARE TO BE LEFT IN THEIR NATURAL STATE WITH NO TREE REMOVAL IN THESE AREAS. MAINTENANCE OF THESE AREAS CAN BE PERFORMED BY THE "TATTERSALL AT TYMBER CREEK HOA" AS APPROVED BY THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.
12. TRACT "U" IS A PART OF PHASE 1 AND WILL BE MAINTAINED BY THE CITY OF ORMOND BEACH.
13. ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE AS INDICATED BY (N/R).
14. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREAS OF MINIMAL FLOOD HAZARD, FLOOD ZONE A, NO BASE FLOOD ELEVATION AND FLOOD ZONE AE, BASE FLOOD ELEVATION 19, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFIP FIRM MAP NO. 12127C0194J WITH A REVISED DATE OF FEBRUARY 19, 2014.
15. THE 10.00 FOOT FRONT LOT UTILITY EASEMENTS SHALL BE PROVIDED 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 DOES 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, F.S. 177.091 (28).
16. SITE INFORMATION:

ZONING: PRD - PLANNED RESIDENTIAL DEVELOPMENT

TOTAL LOTS 75

MINIMUM SETBACKS:

FRONT = 25'
SIDE = 7.5'
SIDE CORNER = 25'
REAR = 20'
PERIMETER SETBACK = 40'

PROPERTY DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING THREE PARCELS OF LAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA, EXCEPTING THEREFROM THE EASTERLY 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, ALSO SUBJECT TO AN EASEMENT OVER AND UPON THE SOUTHERLY 25 FEET THEREOF. ALSO EXCEPTING THEREFROM, A PORTION FROM THE WEST ONE QUARTER (1/4) OF SAID SECTION 24, AS THE POINT OF BEGINNING, RUN NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.25 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°19'45" EAST A DISTANCE OF 1348.62 FEET; THENCE SOUTH 01°27'18" EAST A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF SAID SECTION 24; THENCE FOLLOWING SAID SOUTH LINE SOUTH 87°31'05" WEST A DISTANCE OF 1347.82 FEET TO THE WEST ONE QUARTER (1/4) OF SECTION 24 AND THE POINT OF BEGINNING.

PARCEL B:

A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EAST ONE QUARTER (1/4) OF SAID SECTION 23, RUN NORTH 01°56'27" WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°56'27" WEST ALONG THE EAST LINE A DISTANCE OF 2516.66 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 87°52'34" WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 197.43 FEET, THENCE DEPARTING SAID LINE, RUN SOUTH 01°56'27" EAST A DISTANCE OF 2515.42 FEET, THENCE NORTH 88°19'45" EAST, A DISTANCE OF 157.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

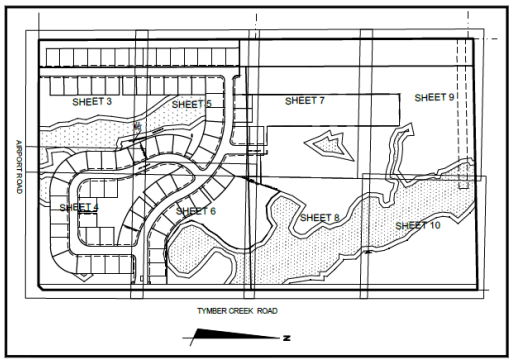
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST1/4 OF SAID SECTION 24, THENCE NORTH 00°52'02" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.27 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE PER OFFICIAL RECORD BOOK 3252, PAGE 1019 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1264.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 66.00 FOOT WIDE RIGHT-OF-WAY, THENCE NORTH 00°45'46" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 44°19'08" WEST A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 87°12'56" EAST ALONG THE NORTH LINE OF SAID SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1297.11 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH TYMBER CREEK ROAD; THENCE SOUTH 01°53'40" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1288.22 FEET; THENCE SOUTH 88°32'17" WEST 1295.97 FEET TO THE WEST LINE OF SAID SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1258.30 FEET TO THE POINT OF BEGINNING.



KEY MAP

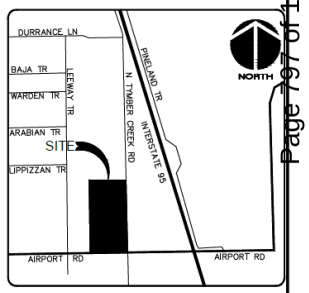
400' 0 400' 800'
SCALE: 1 INCH = 400 FEET

SYMBOLS AND DESCRIPTIONS

⊕	PCP - SET NAIL AND DISK LB8179
⊞	SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" & LS6994
⊙	PC AND PT DESIGNATORS

ABBREVIATIONS

AC.	=	ACRES
CHD	=	CHORD
D.&U.E.	=	DRAINAGE & UTILITY EASEMENT
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION+
FPRN	=	FLORIDA PERMANENT REFERENCE NETWORK
GNSS	=	GLOBAL NAVIGATION SATELLITE SYSTEM
PC	=	POINT OF CURVATURE
PCC	=	POINT OF COMPOUND CURVE
PCP	=	PERMANENT CONTROL POINT
PG/PGS	=	PAGE/PAGES
PI	=	POINT OF INTERSECTION
PRC	=	POINT OF REVERSE CURVE
PRM	=	PERMANENT REFERENCE MONUMENT
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
PT	=	POINT OF TANGENCY
RTK	=	REAL TIME KINEMATICS
SQ. FT.	=	SQUARE FEET
R/W	=	RIGHT OF WAY



VICINITY MAP (NOT TO SCALE)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PAYLIN TYMBER 1 AND 2, LLC, BEING THE OWNER OF THE LANDS DESCRIBED AND SHOWN ON THIS PLAT ENTITLED "TATTERSALL SUBDIVISION - PHASE I", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES SHOWN HEREON, AND DEDICATES ALL STREETS, PUBLIC DRAINAGE EASEMENTS, TRACT U DRAINAGE AND MAINTENANCE EASEMENT, TRACT L LIFT STATION AND RIGHT-OF-WAYS TO THE CITY OF ORMOND BEACH, A FLORIDA MUNICIPAL CORPORATION.

STORMWATER AREAS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE "TATTERSALL AT TYMBER CREEK HOA", THE "HOA", FOR THE USES AND PURPOSES DESCRIBED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS. THE DEDICATION OF THE PONDS AND DRAINAGE EASEMENTS TO THE "HOA" IS SUBJECT TO THE RIGHT, BUT NOT THE OBLIGATION, OF THE APPLICABLE LOCAL GOVERNMENTAL ENTITY TO HAVE ACCESS TO THE DRAINAGE AREAS FOR INSPECTION, MAINTENANCE, REPAIR AND OTHER LEGITIMATE LOCAL GOVERNMENTAL PURPOSES.

PARCELS DESIGNATED AS AMENITY AREA AND TRACTS ARE DEDICATED TO THE "HOA" AND ARE INTENDED FOR USE SOLELY BY THE RESIDENTS OF TATTERSALL SUBDIVISION, AND ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC.

IN WITNESS THEREOF, JAMES W. PAYTAS, III - MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED, SIGNED, SEALED AND ATTESTED TO BY THE PERSONS NAMED BELOW:
ON THIS _____ DAY OF _____, 2023

PAYLIN TYMBER 1 AND 2, LLC

BY: _____
JAMES W. PAYTAS, III - MANAGER

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2023 JAMES W. PAYTAS, III - MANAGER OF PAYLIN TYMBER 1 AND 2, LLC PERSONALLY APPEARED AND EXECUTED THE FORSGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED _____ AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

BY: _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MAOE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.061. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE "PERMANENT REFERENCE MONUMENTS", THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA. AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

_____
JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
CITY REGISTERED SURVEYOR
SURVEYOR'S NAME, LICENSE NUMBER
SURVEYOR'S COMPANY
COMPANY ADDRESS

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2023.

_____
CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED.

BY _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
BILL PARTINGTON, MAYOR

ATTEST: _____, _____ CITY CLERK

SHEET 1 OF 10

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1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

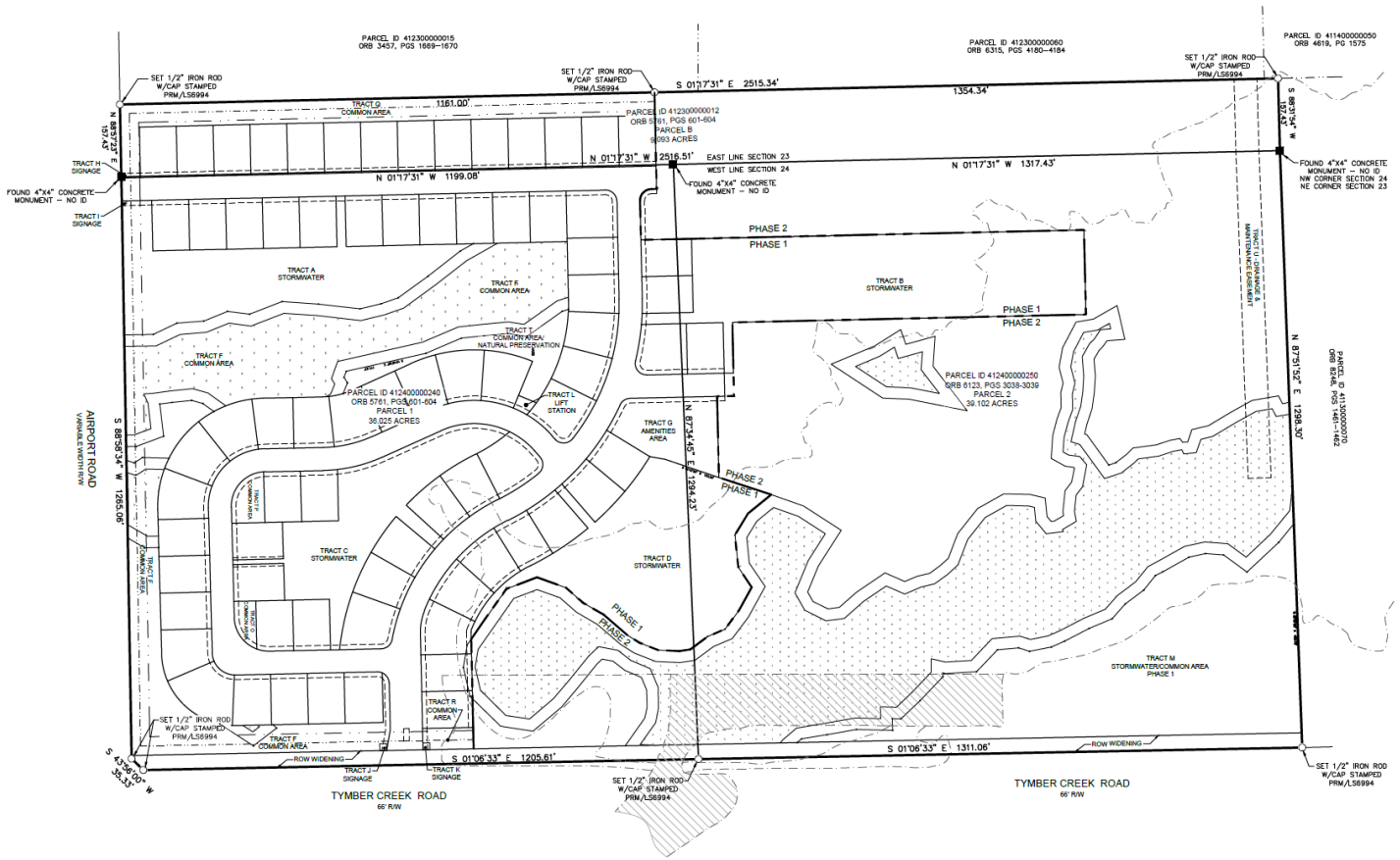
TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

150' 0 150' 300'
SCALE: 1 INCH = 150 FEET



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SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

PHASE LINE

DENOTES WETLAND AREAS

TATTERSALL SUBDIVISION - PHASE 1

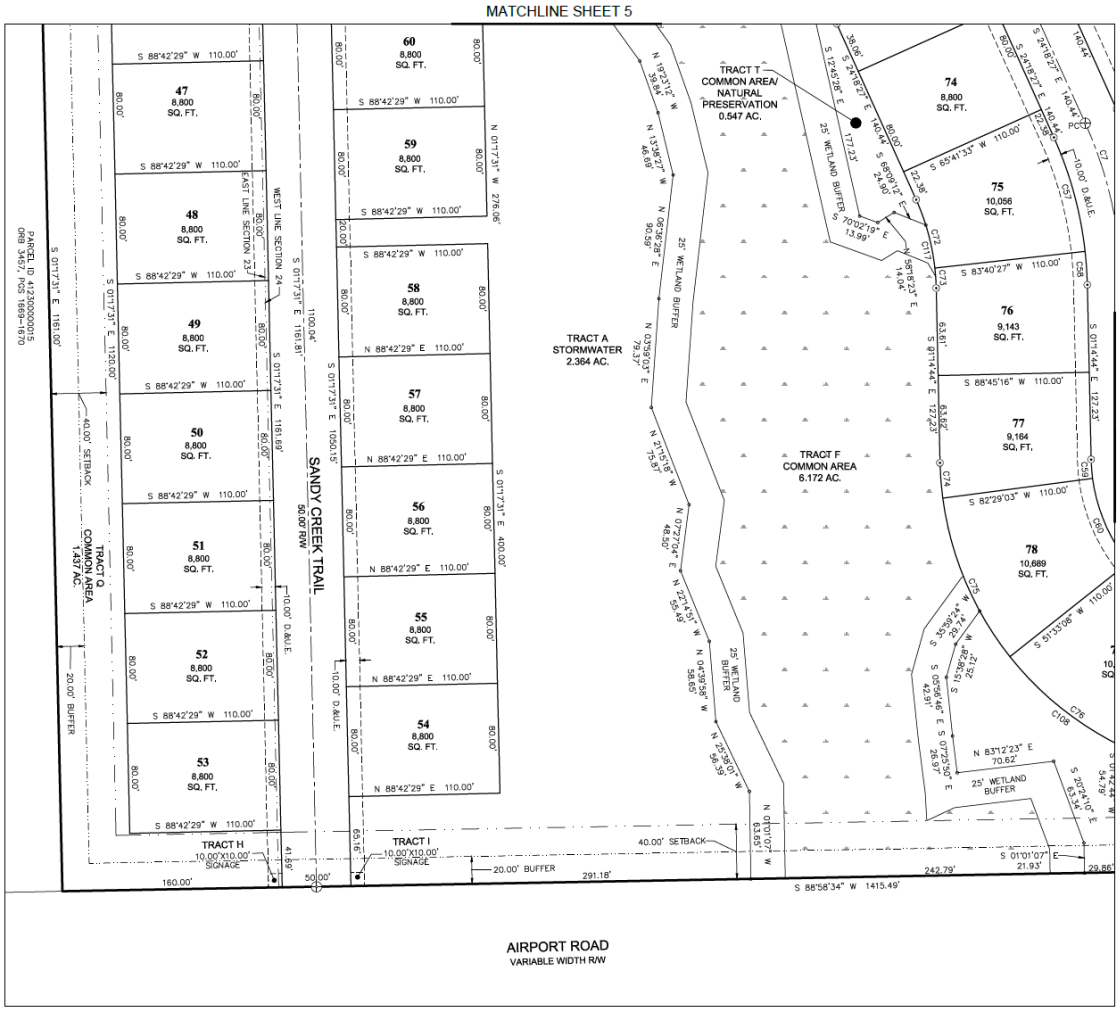
PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

50' 0 50' 100'
SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C57	86.31'	275.00'	17°58'54"	N 15°19'00" W	85.95'
C58	24.38'	275.00'	5°04'49"	N 03°47'09" W	24.38'
C59	13.68'	125.00'	6°16'12"	S 04°22'50" E	13.67'
C60	67.48'	125.00'	30°55'55"	S 22°58'54" E	66.67'
C72	51.78'	165.00'	17°58'54"	N 15°19'00" W	51.57'
C73	14.63'	165.00'	5°04'49"	N 03°47'09" W	14.63'
C76	126.87'	235.00'	30°55'55"	S 53°54'49" E	125.33'
C77	90.86'	235.00'	22°09'11"	S 80°27'23" E	90.30'
C78	60.56'	160.00'	21°41'06"	N 77°37'28" E	60.20'
C108	143.06'	235.00'	34°52'48"	N 46°09'38" W	140.86'
C117	46.57'	165.00'	16°10'11"	S 09°19'50" E	46.41'



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SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

PHASE LINE

DENOTES WETLAND AREAS

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

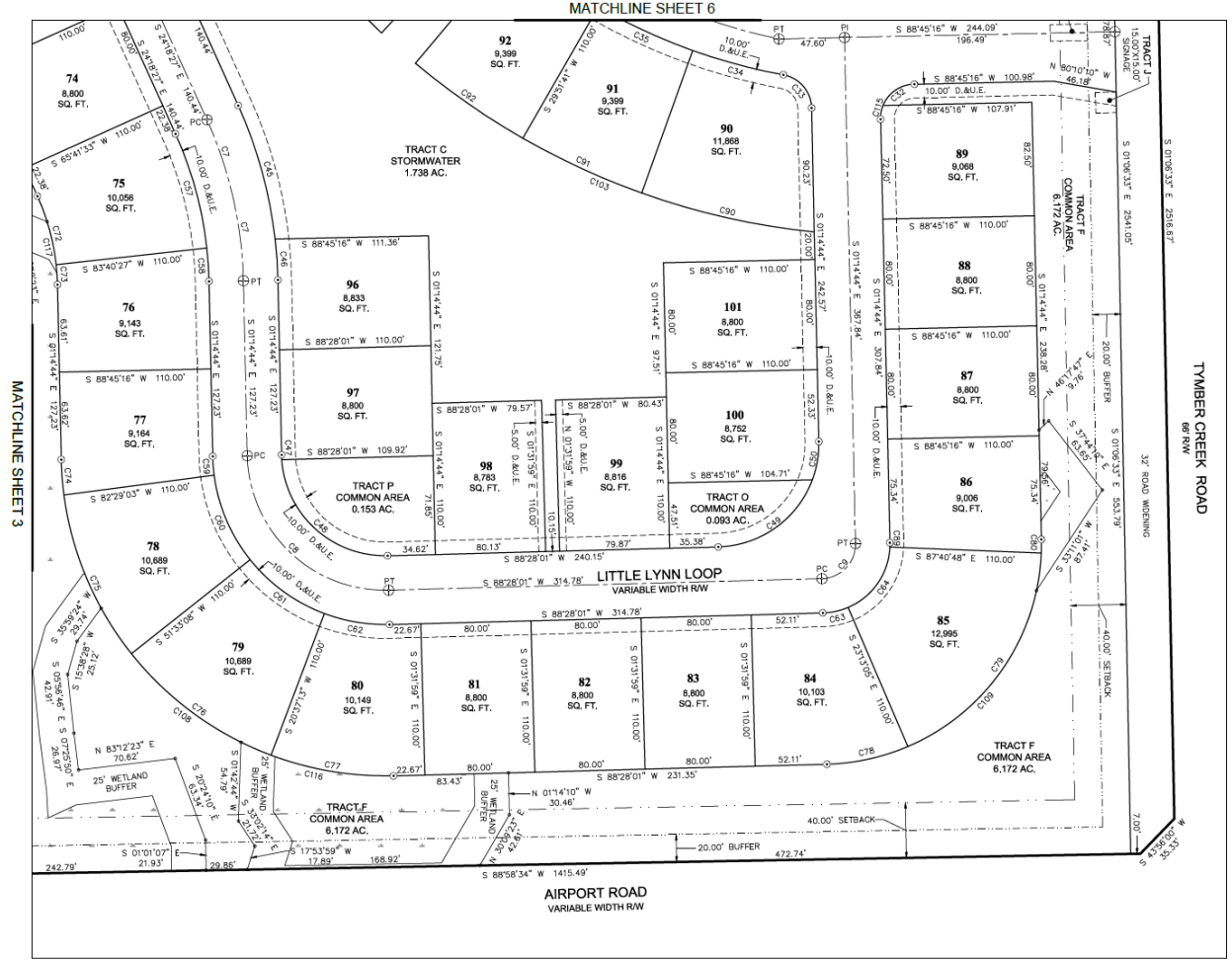
MAP BOOK _____ PAGE _____

N

50' 0 50' 100'

SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C7	120.75'	300.00'	23°03'43"	N 12°46'36" W	119.94'
C8	157.58'	100.00'	90°17'14"	S 46°23'21" E	141.78'
C9	39.14'	25.00'	89°42'46"	N 43°36'39" E	35.27'
C32	39.27'	25.00'	90°00'00"	S 43°45'16" E	35.36'
C33	34.16'	25.00'	78°17'50"	N 40°23'39" W	31.57'
C34	68.28'	425.00'	9°12'18"	S 74°56'26" E	68.21'
C35	75.66'	425.00'	10°11'58"	S 65°14'18" E	75.56'
C45	101.08'	325.00'	17°49'09"	N 15°23'53" W	100.67'
C46	29.74'	325.00'	5°14'34"	N 03°52'01" W	29.73'
C47	3.53'	75.00'	2°41'45"	S 02°35'37" E	3.53'
C48	114.66'	75.00'	87°35'29"	S 47°44'14" E	103.81'
C49	89.10'	75.00'	68°03'55"	N 54°26'04" E	83.95'
C50	28.34'	75.00'	21°38'50"	N 09°34'41" E	28.17'
C61	67.48'	125.00'	30°55'55"	S 53°54'49" E	66.67'
C62	48.33'	125.00'	22°09'12"	S 80°27'23" E	48.03'
C63	18.92'	50.00'	21°41'06"	N 77°37'28" E	18.81'
C64	56.25'	50.00'	64°27'43"	N 34°33'04" E	53.33'
C77	90.86'	235.00'	22°09'11"	S 80°27'23" E	90.30'
C78	60.56'	160.00'	21°41'06"	N 77°37'28" E	60.20'
C79	180.01'	160.00'	64°27'43"	N 34°33'04" E	170.67'
C80	9.96'	160.00'	3°33'57"	N 00°32'14" E	9.96'
C89	3.11'	50.00'	3°33'57"	N 00°32'14" E	3.11'
C90	128.78'	535.00'	13°47'30"	S 77°14'02" E	128.47'
C91	95.24'	535.00'	10°11'58"	S 65°14'18" E	95.11'
C92	95.24'	535.00'	10°11'58"	S 55°02'20" E	95.11'
C103	319.25'	535.00'	34°11'26"	S 67°02'04" E	314.54'
C107	47.40'	185.00'	16°23'34"	N 09°28'31" W	47.24'
C108	143.06'	235.00'	34°52'48"	N 46°09'38" W	140.86'
C109	250.53'	160.00'	89°42'46"	N 43°36'39" E	225.71'
C110	19.01'	165.00'	6°36'09"	N 21°00'23" W	19.00'
C115	10.29'	25.00'	23°34'41"	S 10°32'36" W	10.22'
C116	114.57'	235.00'	27°55'57"	N 77°34'00" W	113.43'



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DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

50' 0 50' 100'
SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	566.23'	500.00'	64°53'06"	N 58°50'58" W	536.45'
C2	196.14'	500.00'	22°28'33"	N 80°33'14" W	194.88'
C10	39.27'	25.00'	90°00'08"	S 43°42'25" W	35.36'
C11	39.27'	25.00'	90°00'00"	S 46°17'31" E	35.36'
C12	31.21'	475.00'	3°45'54"	N 89°24'34" W	31.21'
C13	32.36'	525.00'	3°31'55"	N 89°31'33" W	32.36'
C14	23.89'	525.00'	2°36'26"	N 86°27'22" W	23.89'
C15	80.00'	525.00'	8°43'51"	N 80°47'14" W	79.92'
C16	45.76'	25.00'	104°52'13"	N 51°08'36" E	39.63'
C17	98.88'	475.00'	11°55'38"	N 81°33'48" W	98.70'
C18	98.88'	475.00'	11°55'38"	N 69°38'10" W	98.70'
C19	97.10'	475.00'	11°42'46"	N 57°48'58" W	96.93'
C20	27.92'	25.00'	63°59'42"	S 33°17'22" E	26.49'
C21	62.19'	525.00'	6°47'14"	N 61°53'36" W	62.16'
C52	71.40'	225.00'	18°10'56"	S 39°34'40" W	71.10'
C53	32.70'	225.00'	8°19'38"	S 26°19'23" W	32.67'
C54	72.31'	225.00'	18°24'50"	S 12°57'10" W	72.00'
C55	72.31'	225.00'	18°24'50"	S 05°27'40" E	72.00'
C56	37.85'	225.00'	9°38'22"	S 19°28'16" E	37.81'
C65	23.99'	365.00'	3°45'54"	N 89°24'34" W	23.98'
C66	75.98'	365.00'	11°55'38"	N 81°33'48" W	75.84'
C67	75.98'	365.00'	11°55'38"	N 69°38'10" W	75.84'
C68	95.43'	365.00'	14°58'49"	N 56°10'57" W	95.16'
C69	107.66'	335.00'	18°24'50"	S 12°57'10" W	107.20'
C70	107.66'	335.00'	18°24'50"	S 05°27'40" E	107.20'
C71	56.36'	335.00'	9°38'22"	S 19°28'16" E	56.29'
C98	33.77'	365.00'	5°18'06"	N 51°20'35" W	33.76'

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EXHIBIT "A"
Page 6 of 10

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

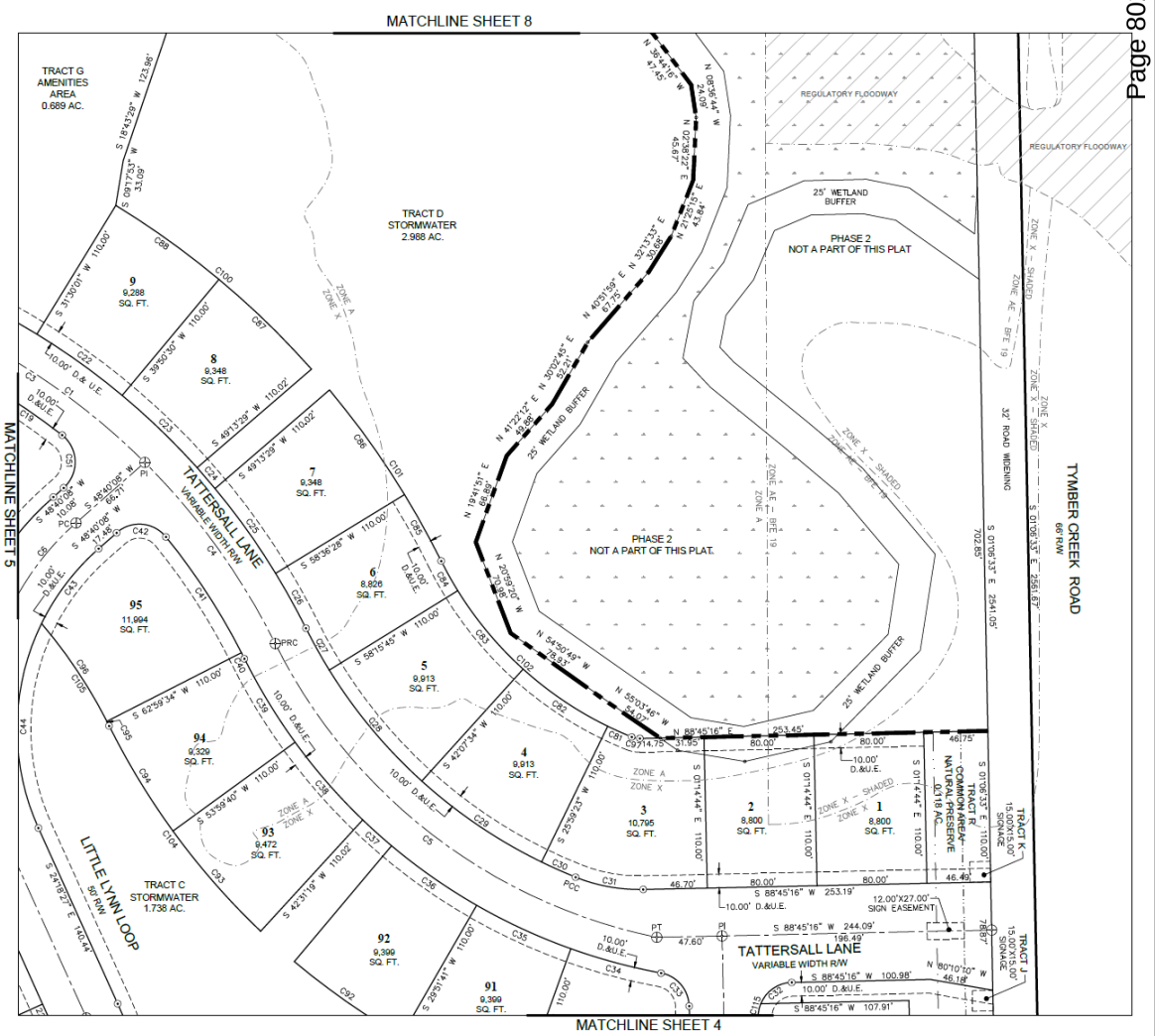
MAP BOOK _____ PAGE _____

N

50' 0 50' 100'

SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	566.23'	500.00'	64°53'06"	N 58°50'58" W	536.45'
C3	206.83'	500.00'	23°42'03"	N 56°57'56" W	205.36'
C4	163.26'	500.00'	18°42'30"	N 35°45'40" W	162.54'
C5	363.04'	400.00'	52°00'05"	S 52°24'27" E	350.70'
C6	254.74'	200.00'	72°58'35"	S 12°10'51" W	237.86'
C22	76.43'	525.00'	8°20'29"	N 54°19'44" W	76.36'
C23	75.98'	525.00'	8°17'30"	N 46°00'45" W	75.91'
C24	20.00'	525.00'	2°10'58"	N 40°46'31" W	20.00'
C25	75.98'	525.00'	8°17'30"	N 35°32'17" W	75.91'
C26	45.68'	525.00'	4°59'07"	N 28°53'58" W	45.67'
C27	34.89'	375.00'	5°19'50"	S 29°04'20" E	34.88'
C28	105.61'	375.00'	16°08'11"	S 39°48'21" E	105.26'
C29	105.61'	375.00'	16°08'11"	S 55°56'31" E	105.26'
C30	27.24'	375.00'	4°09'45"	S 66°05'29" E	27.24'
C31	50.34'	125.00'	23°04'22"	S 79°42'33" E	50.00'
C32	39.27'	25.00'	90°00'00"	S 43°45'16" W	35.36'
C33	34.16'	25.00'	78°17'50"	N 40°23'39" W	31.57'
C34	68.28'	425.00'	9°12'18"	S 74°56'26" E	68.21'
C35	75.66'	425.00'	10°11'58"	S 65°14'18" E	75.56'
C36	75.66'	425.00'	10°11'58"	S 55°02'20" E	75.56'
C37	28.26'	425.00'	3°48'34"	S 48°02'04" E	28.25'
C38	75.10'	425.00'	10°07'28"	S 41°04'03" E	75.00'
C39	71.20'	425.00'	9°35'55"	S 31°12'22" E	71.12'
C40	4.98'	475.00'	0°36'01"	N 26°42'25" W	4.98'
C41	100.80'	475.00'	12°09'32"	N 33°05'12" W	100.61'
C42	40.21'	25.00'	92°09'54"	N 85°14'55" W	36.02'
C43	69.02'	175.00'	22°35'47"	S 37°22'15" W	68.57'
C44	153.88'	175.00'	50°22'49"	S 00°52'57" W	148.97'
C51	43.91'	25.00'	100°37'43"	N 01°38'43" W	38.48'
C81	19.25'	265.00'	4°09'45"	S 66°05'29" E	19.25'
C82	74.63'	265.00'	16°08'11"	S 55°56'31" E	74.39'
C83	74.63'	265.00'	16°08'11"	S 39°48'21" E	74.39'
C84	24.66'	265.00'	5°19'50"	S 29°04'20" E	24.65'
C85	55.25'	635.00'	4°59'07"	N 28°53'58" W	55.23'
C86	93.99'	635.00'	8°28'51"	N 35°37'57" W	93.91'
C87	93.99'	635.00'	8°28'51"	N 45°55'05" W	93.90'
C88	92.45'	635.00'	8°20'29"	N 54°19'44" W	92.36'
C92	95.24'	535.00'	10°11'58"	S 55°02'20" E	95.11'
C93	97.13'	535.00'	10°24'06"	S 41°12'22" E	96.99'
C94	89.63'	535.00'	9°35'55"	S 31°12'22" E	89.52'
C95	3.82'	365.00'	0°36'01"	N 26°42'25" W	3.82'
C96	85.81'	365.00'	13°28'15"	N 33°44'34" W	85.62'
C97	6.04'	15.00'	23°04'22"	S 79°42'33" E	6.00'
C100	186.44'	635.00'	16°49'19"	N 50°05'19" W	185.77'
C101	149.24'	635.00'	13°27'58"	N 33°08'24" W	148.90'
C102	193.17'	265.00'	41°45'57"	S 47°17'23" E	188.92'
C104	186.75'	535.00'	20°00'01"	S 36°24'25" E	185.81'
C105	89.64'	365.00'	14°04'16"	N 33°26'33" W	89.41'
C115	10.29'	25.00'	23°34'41"	S 10°32'36" W	10.22'



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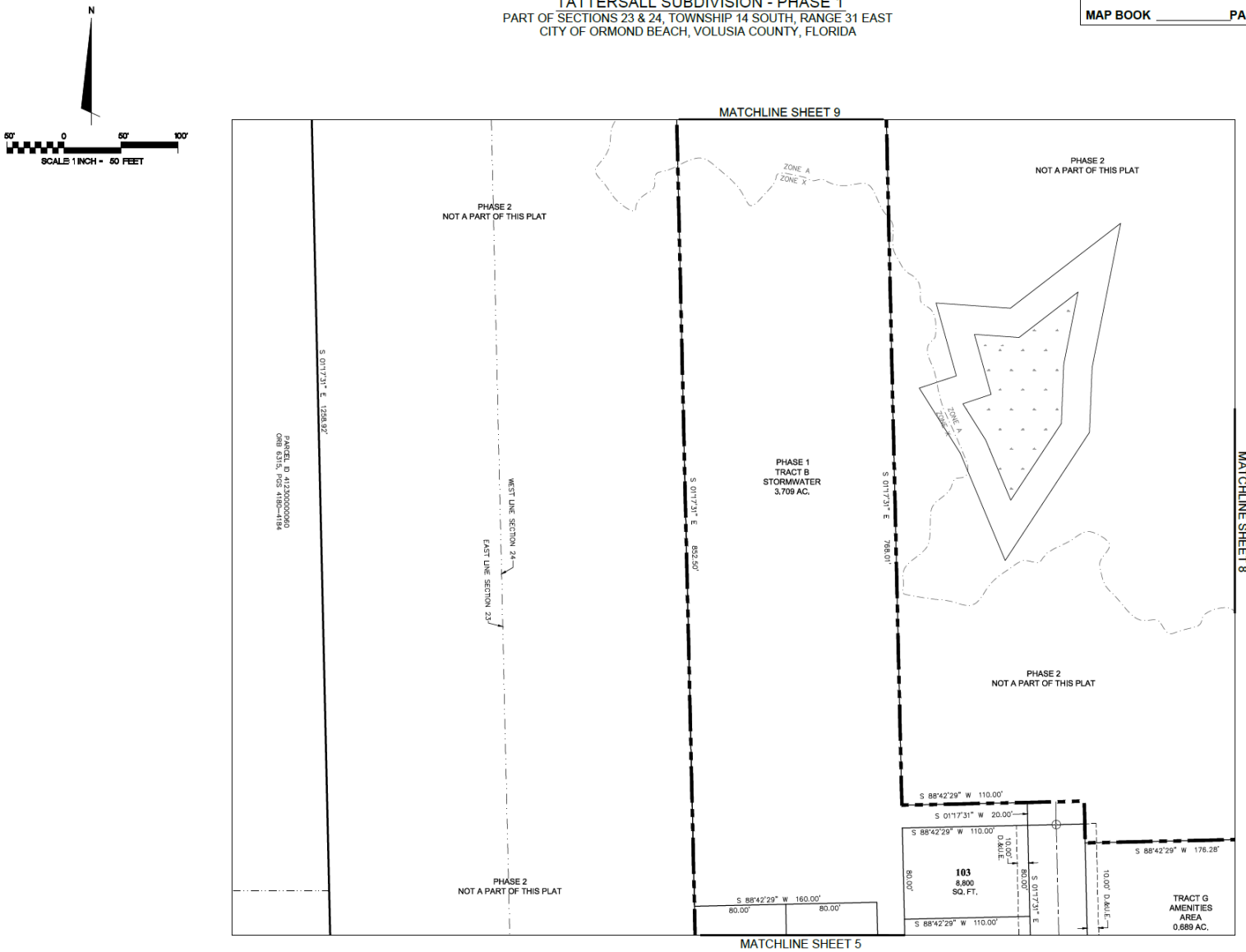
TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



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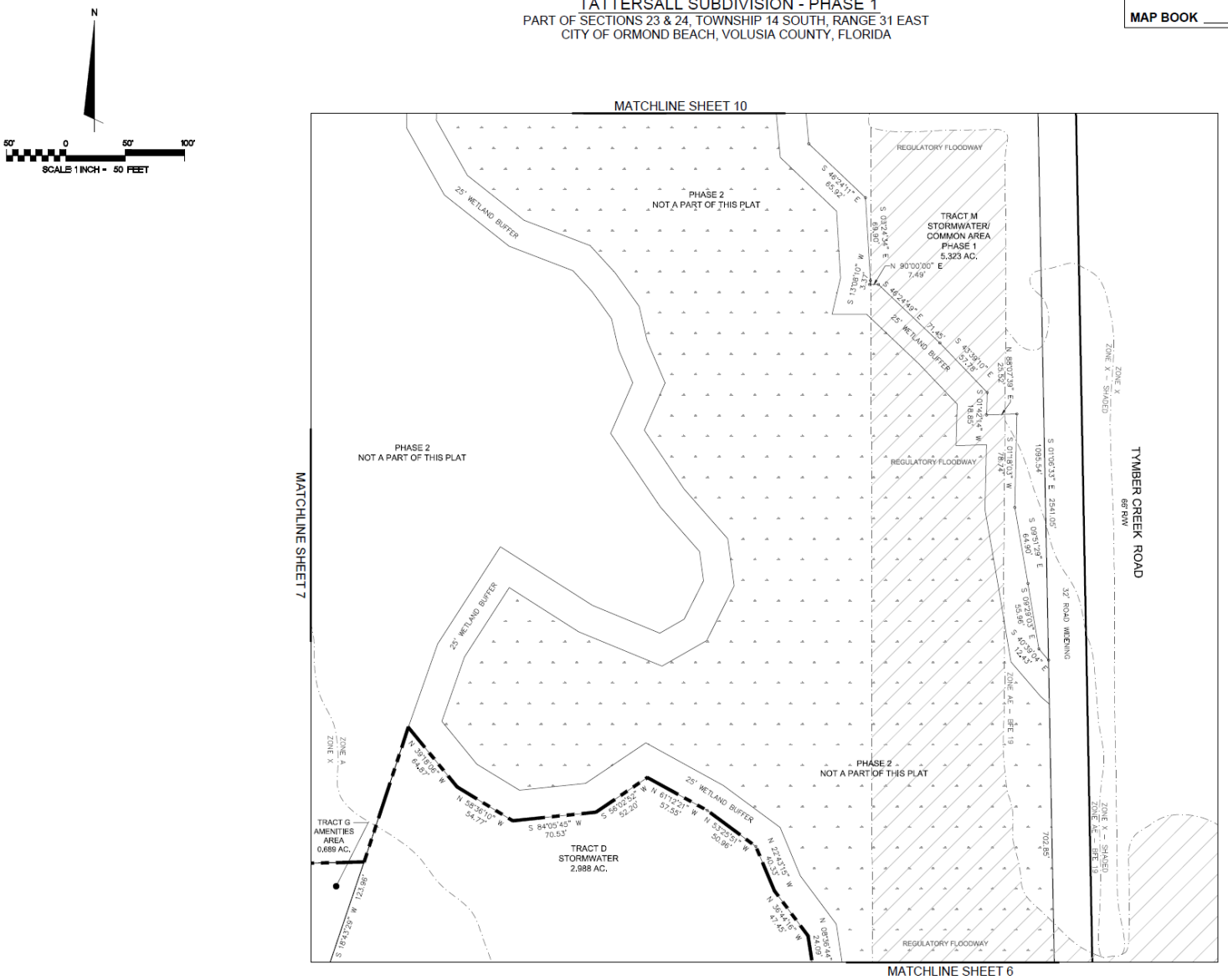

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CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

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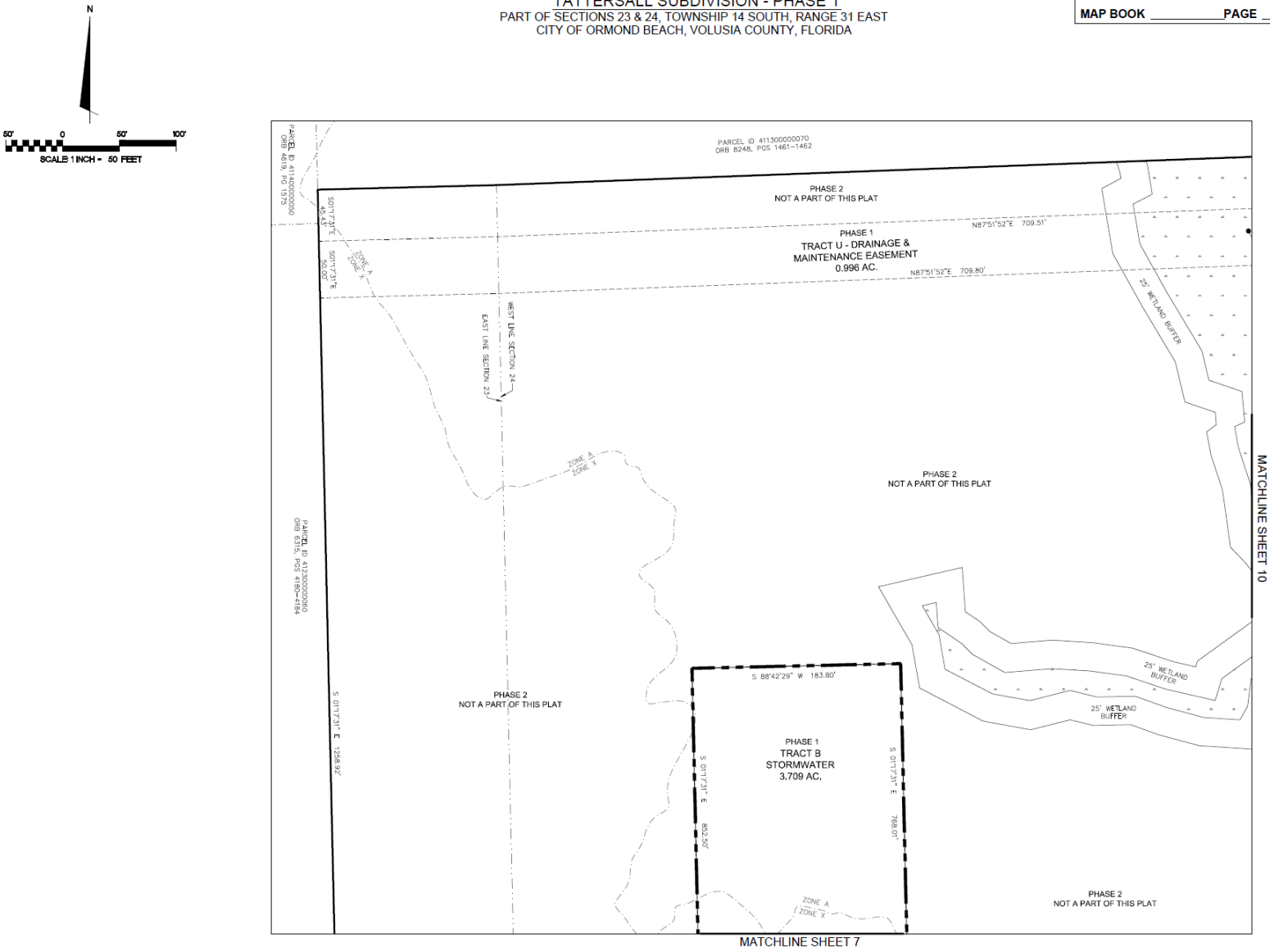

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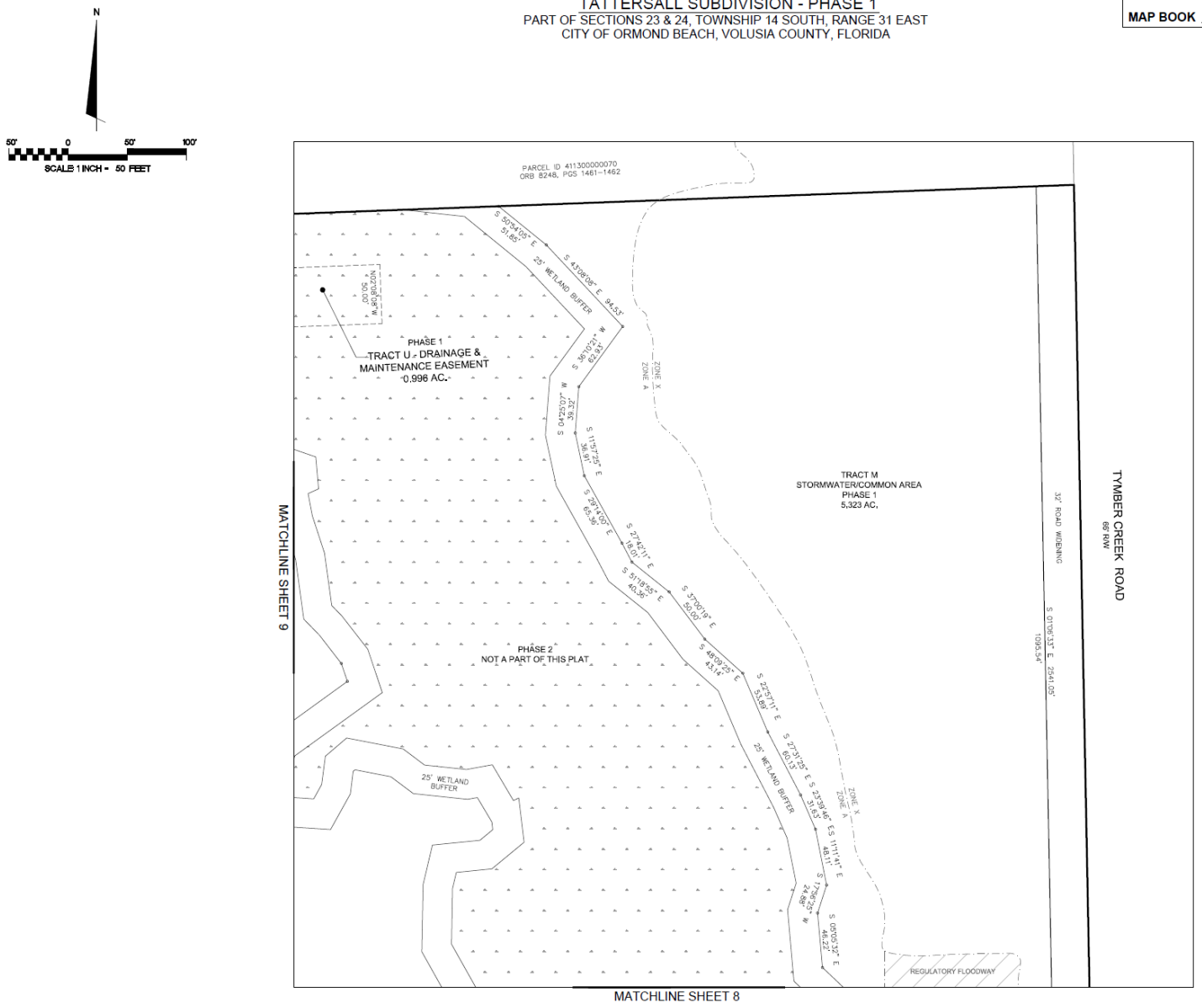
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____



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DENOTES WETLAND AREAS

TATTERSALL AT TYMBER CREEK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

DEVELOPER:
PAYLIN TYMBER 1 AND 2, LLC
794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE: 386-756-0439
FAX: 386-304-3308
CONTACT PERSON: TREY PAYTAS
e-mail: tpaytas@paytashomes.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD.
DELAND, FL 32720
PHONE: 386-736-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
email: mark.watts@cobbcole.com

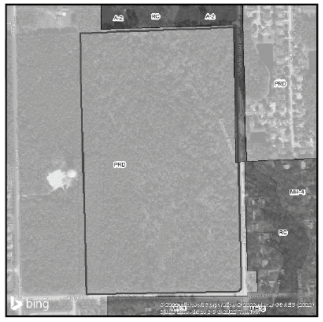
PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF 129 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED ROADWAY, STORMWATER AND UTILITY INFRASTRUCTURE.

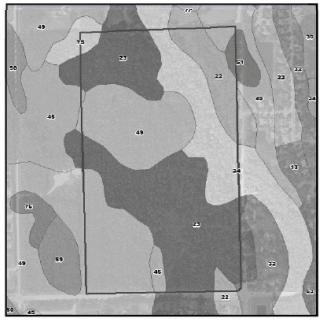
SITE INFORMATION:	
SITE ADDRESS:	304 N TYMBER CREEK ROAD, ORMOND BEACH, FL 32174
PROJECT AREA:	±84.22 AC
TAX PARCEL I.D. #	412300000012, 412400000240, 412400000250
EXISTING & PROPOSED ZONING:	PRD - PLANNED RESIDENTIAL DEVELOPMENT
EXISTING & PROPOSED LAND USE:	SUBURBAN LOW DENSITY RESIDENTIAL (SLDR) & OPEN SPACE/CONSERVATION (OS/C)
TOTAL LOT COUNT:	129
LOT DENSITY:	1.53 PER ACRE
SETBACKS:	
FRONT:	25 FT
SIDE:	7.5 FT (INTERIOR); 25 FT (CORNER); 5 FT (ACCESSORY STRUCTURE)
REAR:	20 FT; 5 FT (ACCESSORY STRUCTURE)
REQUIRED LANDSCAPE BUFFER(S):	20 FT - ALONG AIRPORT ROAD
	20 FT - ALONG TYMBER CREEK ROAD
	10 FT - WEST
	20 FT - NORTH
MAXIMUM BUILDING COVERAGE:	50%
MAXIMUM LOT IMPERVIOUS COVERAGE:	70%
MAXIMUM BUILDING HEIGHT	35 FT
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH

LAND USE TABLE:	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	15.37 AC	18.2%
UPLAND AREA	68.85 AC	81.8%
PROPOSED IMPROVEMENTS:		
LOTS	27.46 AC	32.60%
RIGHT-OF-WAY	7.82 AC	9.29%
POND AREA	7.63 AC	9.06%
LANDSCAPE/OPEN SPACE	28.46 AC	33.79%
WETLANDS TO REMAIN	12.85 AC	15.26%
WETLAND IMPACT AREA:	2.52 AC	
NATURAL PRESERVATION AREA:	33.40 AC	

VICINITY MAP
SCALE: 1" = 1,200'



ZONING MAP
SCALE: 1" = 600'
CURRENT ZONING FOR THIS SITE IS: PRD - PLANNED RESIDENTIAL DEVELOPMENT



SOILS MAP
SCALE: 1" = 600'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARMTON FINE SAND;
24-FLUVAQUENTS; 45-PINEDA FINE SAND; 48-POMONA FINE SAND;
51-POMONA FINE SAND, DEPRESSIONAL

FLOOD ZONE MAP
SCALE: 1" = 600'
THE PROPERTY LIES IN:
FLOOD ZONE A, AE & X PER FEMA MAP 12127C0194J

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	PHASE 1 PLAN
C8	PHASE 2 PLAN
C9-C12	GEOMETRY, SIGNAGE AND STRIPING PLAN
C13-C16	PAVING, GRADING & DRAINAGE PLAN
C17	OFF-SITE DRAINAGE PLAN
C18-C21	UTILITY PLAN
C22-C29	PLAN & PROFILE
C30-C31	CROSS-SECTIONS
C32-C40	CONSTRUCTION DETAILS
TP1-TP11	TREE PROTECTION PLAN & DETAILS
HA1-HA3	HARDSCAPE PLAN AND DETAILS
LA1-LA14	LANDSCAPE PLAN & DETAILS

LEGAL DESCRIPTION:

PARCEL 1:
THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, ALSO SUBJECT TO AN EASEMENT OVER AND UPON THE SOUTHERLY 25 FEET THEREOF; ALSO EXCEPTING THEREFROM, A PORTION FROM THE WEST ONE QUARTER (1/4) OF SAID SECTION 24, AS THE POINT OF BEGINNING, RUN NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.25 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°19'45" EAST A DISTANCE OF 1348.62 FEET; THENCE SOUTH 01°27'18" EAST A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF SAID SECTION 24; THENCE FOLLOWING SAID SOUTH LINE SOUTH 87°31'05" WEST A DISTANCE OF 1347.82 FEET TO WEST ONE QUARTER (1/4) OF SECTION 24 AND POINT OF BEGINNING.

PARCEL 5: (NOT INCLUDED IN THIS SURVEY)
THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, BEING IN VOLUSIA COUNTY, FLORIDA.

PARCEL 8:
A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EAST ONE QUARTER (1/4) OF SAID SECTION 23, RUN NORTH 01°56'27" WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°56'27" WEST ALONG SAID EAST LINE A DISTANCE OF 2516.66 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 87°52'34" WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 197.43 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 01°56'27" EAST A DISTANCE OF 2515.42 FEET, THENCE NORTH 88°19'45" EAST, A DISTANCE OF 197.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE NORTH 00°52'02" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.27 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE PER OFFICIAL RECORDS BOOK 3252, PAGE 101 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1264.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 66.00 FOOT WIDE RIGHT-OF-WAY, THENCE NORTH 00°45'48" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 25.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 44°19'08" WEST A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
THE NORTHWEST 1/4 OF THE NORTHWEST OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 87°12'56" EAST ALONG THE NORTH LINE OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1297.11 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH TYMBER CREEK ROAD; THENCE SOUTH 01°13'40" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1288.22 FEET; THENCE SOUTH 88°32'17" WEST A DISTANCE OF 1295.97 FEET TO THE WEST LINE OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 01°56'27" WEST ALONG SAID WEST LINE OF SECTION 24, A DISTANCE OL 1258.30 FEET TO THE POINT OF BEGINNING.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

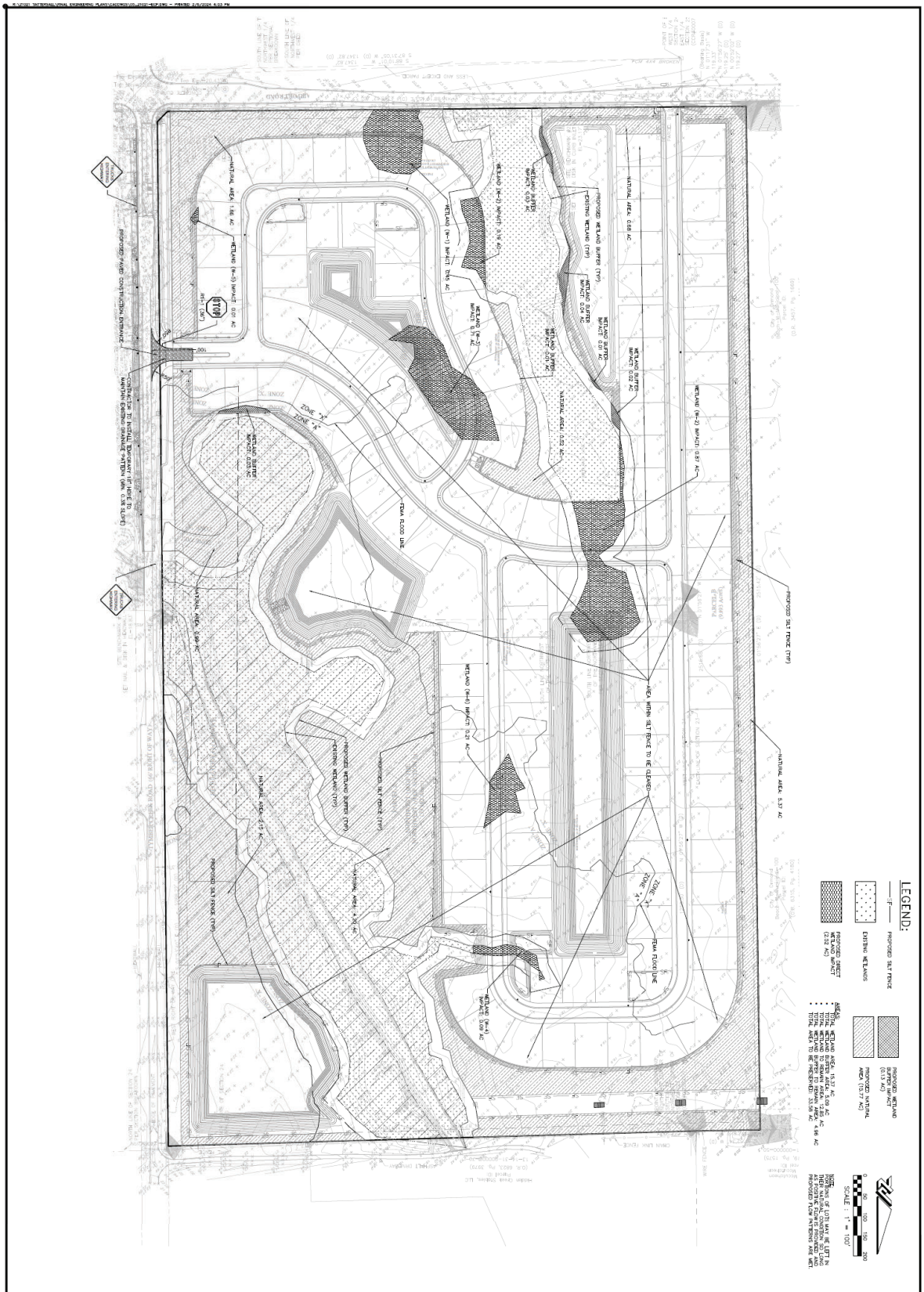
NO	DATE	BY	SUBMITTAL DESCRIPTION
1	08.15.22	MLR	SUBMITTED TO CITY/FDEP
2	12.09.22	MLR	SUBMITTED TO CITY/FDEP
3	01.04.23	MLR	SUBMITTED TO CITY/FDEP
4	03.15.23	MLR	SUBMITTED TO CITY
5	04.19.23	MLR	SUBMITTED TO CITY/FDEP
6	05.11.23	MLR	RESUBMITTAL TO CITY
7	06.12.23	MLR	RESUBMITTAL TO CITY
8	08.03.23	MLR	RESUBMITTAL TO CITY

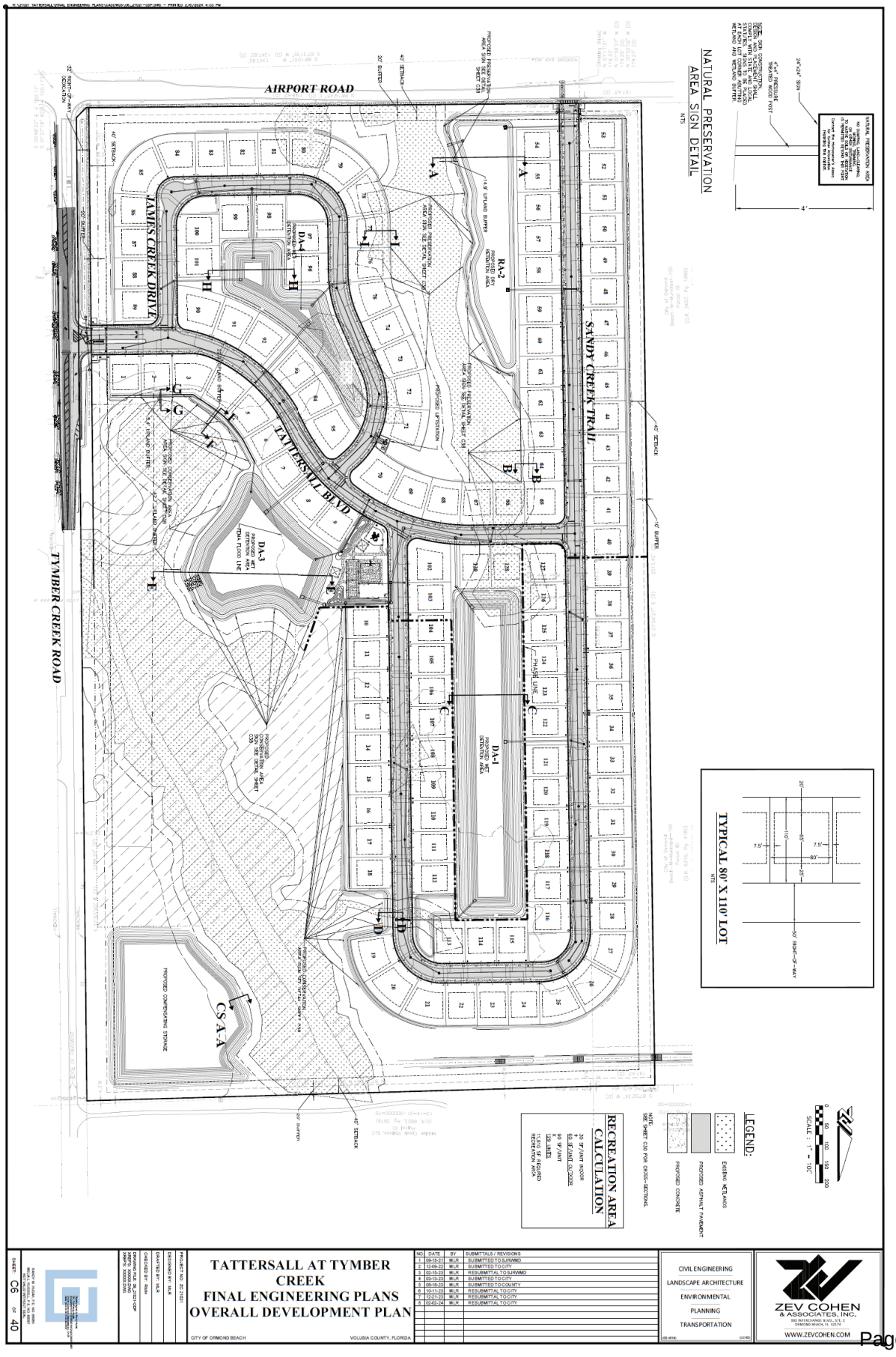
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 01_21021-COV
XREFS: —
XREFS: —

RANDY M. HUDAK, P.E. NO. 69363
MEGAN L. RUSSELL, P.E. NO. 90357
NOT VALID WITHOUT SEAL

SHEET: C1 OF 40


LEGEND:
PROPOSED SILT FENCE
EXISTING WETLANDS
PROPOSED DIRECT WETLAND IMPACT (2.52 AC)
PROPOSED WETLAND BUFFER IMPACT (0.13 AC)
PROPOSED NATURAL AREA (15.77 AC)
SCALE : 1" = 100'
TATTERSALL AT
TYMBER CREEK
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN
& ASSOCIATES, INC.
WWW.ZEVCOHEN.COM
SHEET: C5 OF 40


AIRPORT ROAD
TYMBER CREEK ROAD
JAMES CREEK DRIVE
TATTERSALL BLVD
SANDY CREEK TRAIL
NATURAL PRESERVATION AREA SIGN DETAIL
TYPICAL 80' X 110' LOT
RECREATION AREA CALCULATION
LEGEND:
EXISTING WETLANDS
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN & ASSOCIATES, INC.
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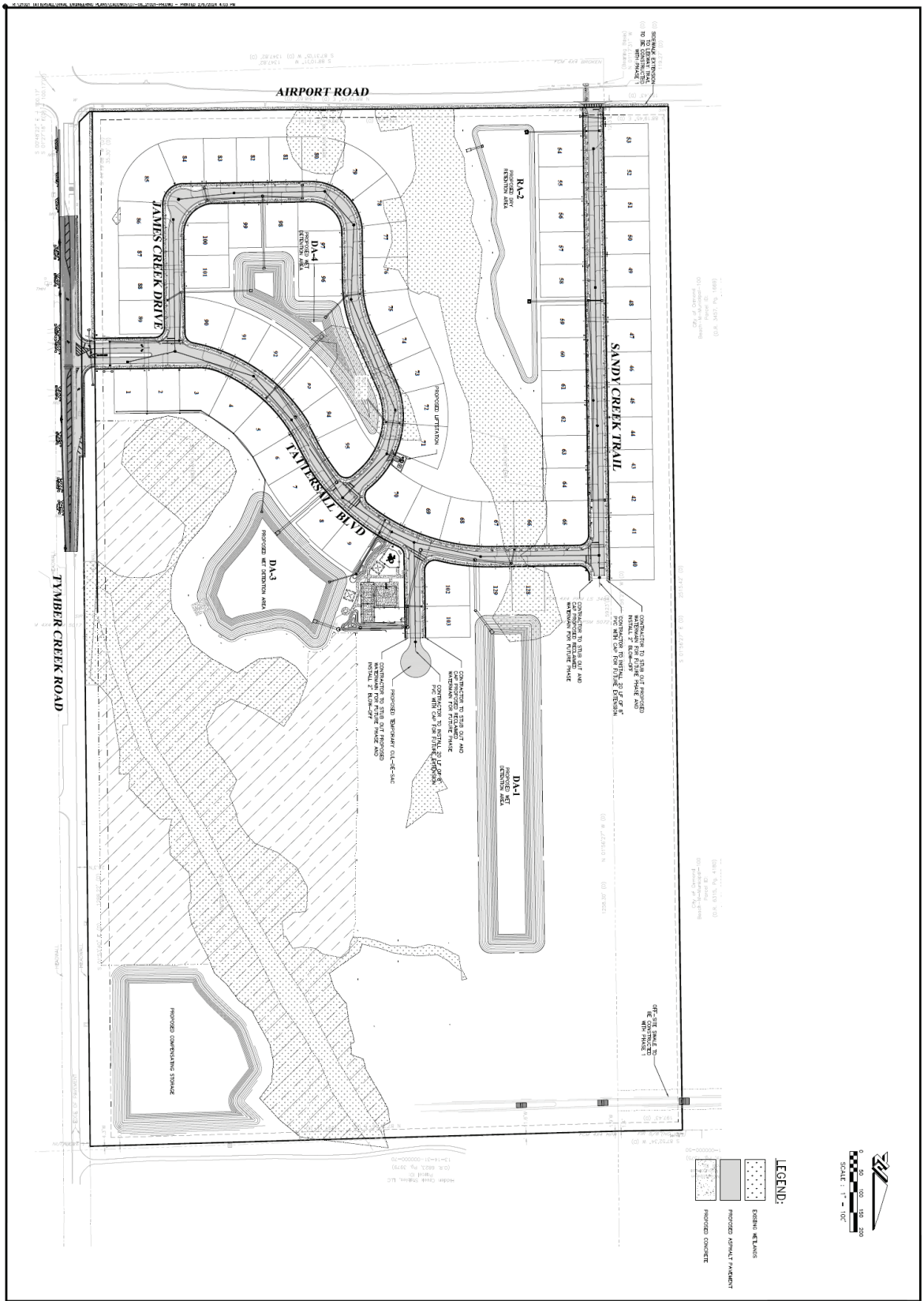
SHEET C6 OF 40


AIRPORT ROAD
JAMES CREEK DRIVE
TATTERSALL BLVD
SANDY CREEK TRAIL
TYMBER CREEK ROAD
RA-2
DA-4
DA-3
DA-1
PROPOSED DRY RETENTION AREA
PROPOSED WET DETENTION AREA
PROPOSED LIFTSTATION
PROPOSED COMPENSATING STORAGE
LEGEND:
EXISTING WETLANDS
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
SCALE : 1" = 100'
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PHASE 1 PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN & ASSOCIATES, INC.
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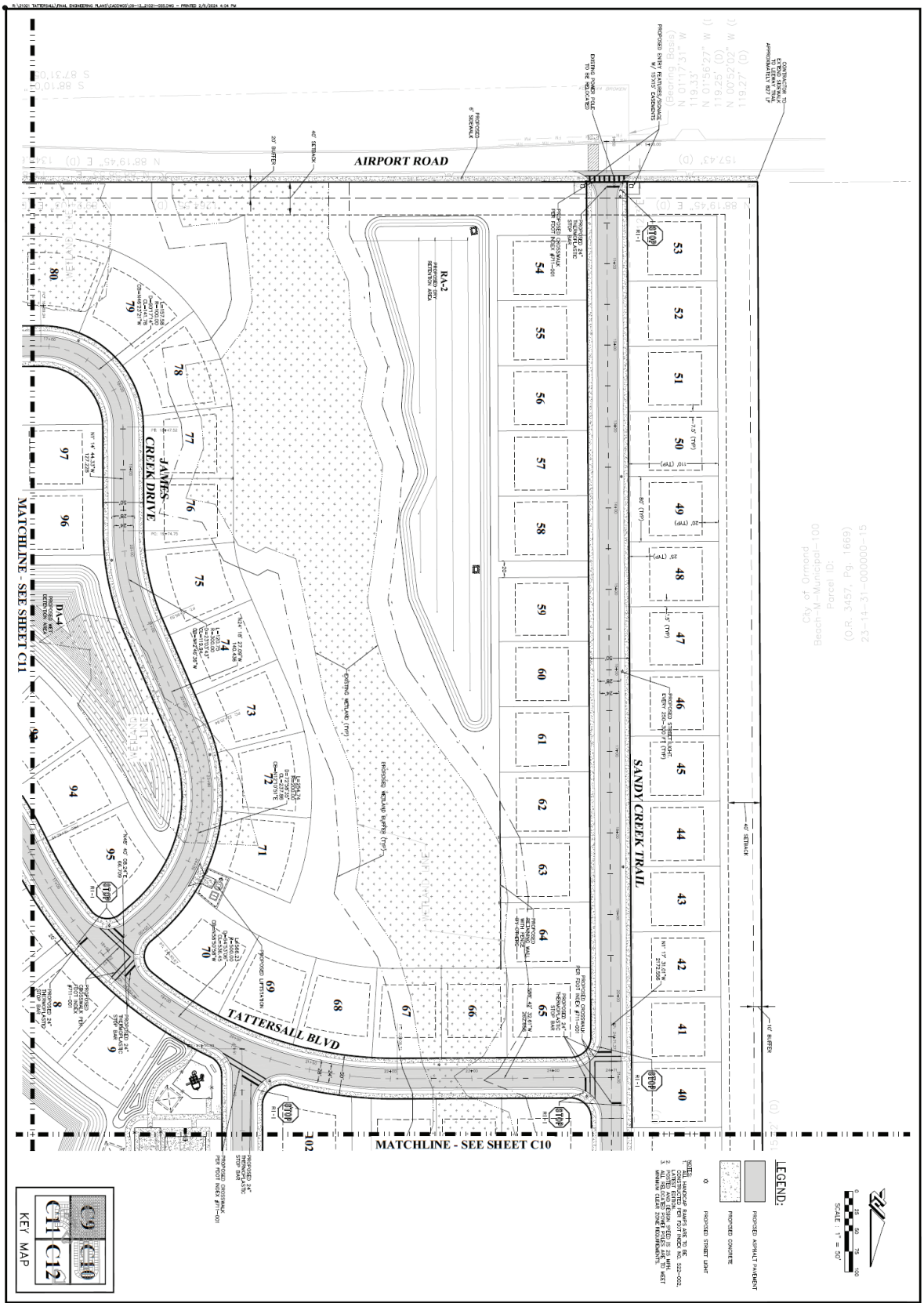
SHEET: C7 OF 40


AIRPORT ROAD
JAMES CREEK DRIVE
TATTERSALL BLVD
SANDY CREEK TRAIL
MATCHLINE - SEE SHEET C11
MATCHLINE - SEE SHEET C10
RA-2
DA-4
KEY MAP
C9
C10
C11
C12
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED STREET LIGHT
SCALE: 1" = 50'
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN & ASSOCIATES, INC.
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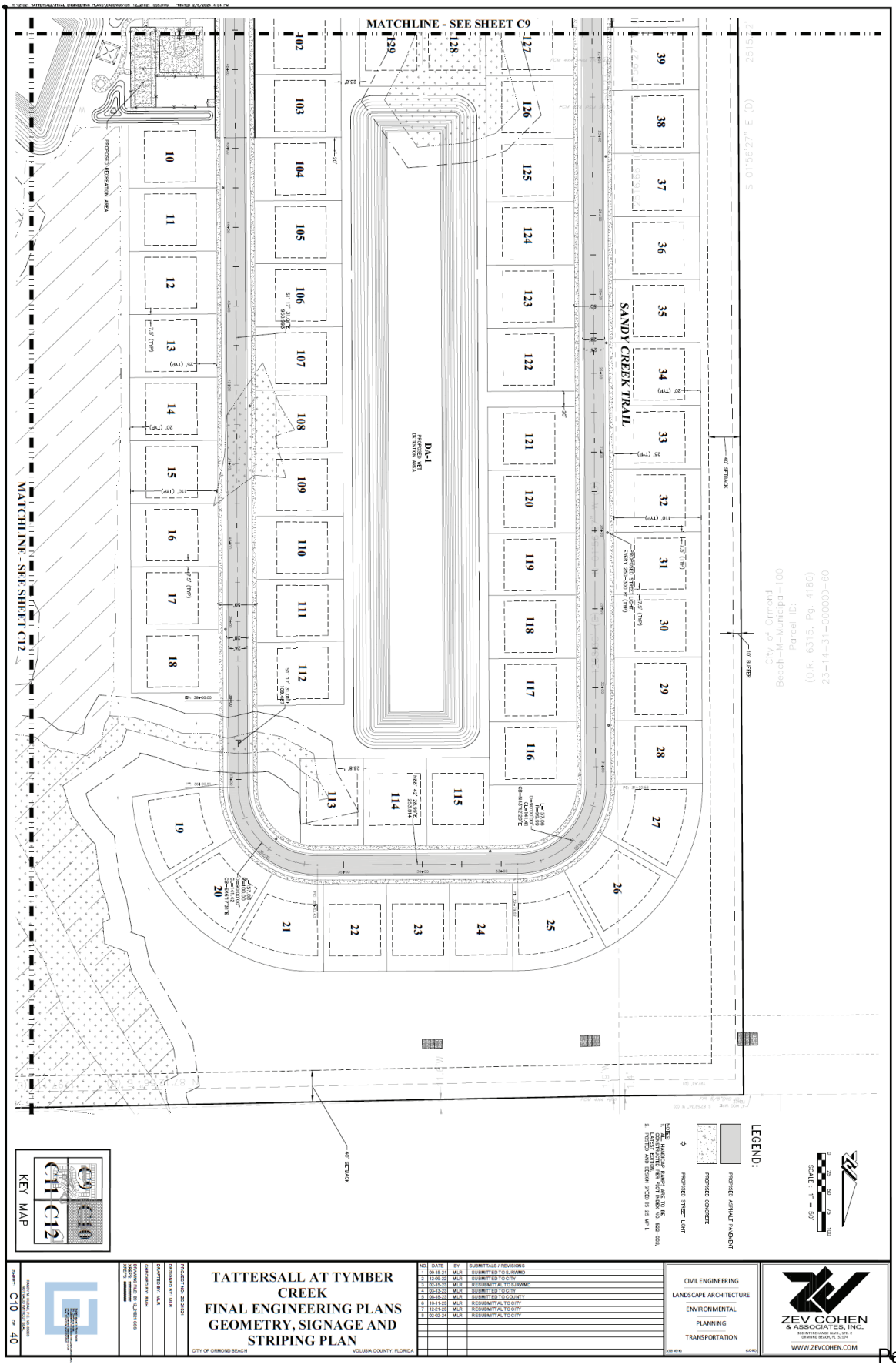
SHEET C9 OF 40


MATCHLINE - SEE SHEET C9
MATCHLINE - SEE SHEET C12
SANDY CREEK TRAIL
DA-1
PROPOSED WET DETENTION AREA
PROPOSED RECREATION AREA
40' SETBACK
10' BUFFER
City of Ormond Beach-M-Municipa-100
Parcel ID: 23-14-31-000000-60
(O.R. 6315, Pg. 4180)
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED STREET LIGHT
SCALE: 1" = 50'
KEY MAP
C9
C10
C11
C12
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
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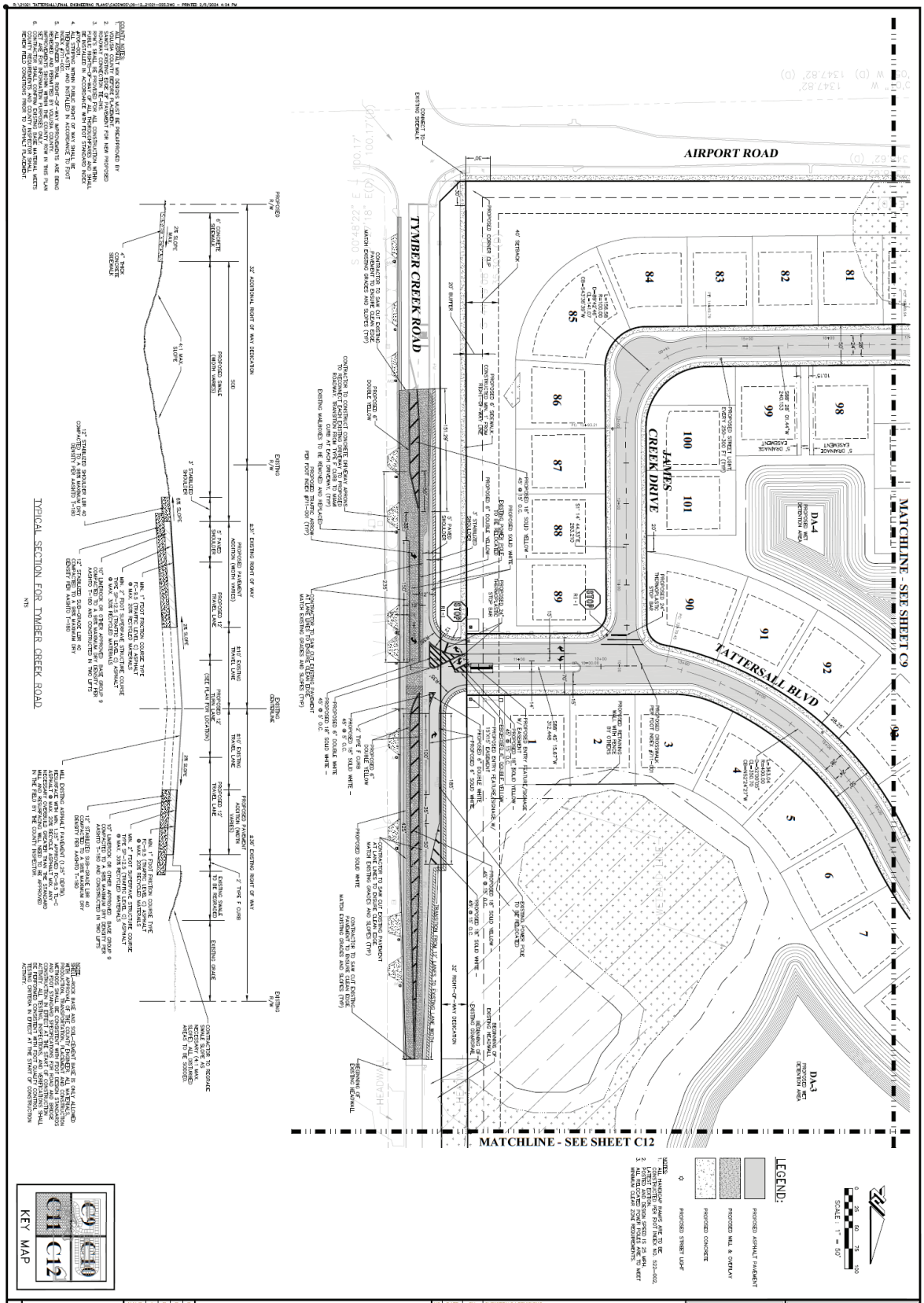
SHEET C10 OF 40


AIRPORT ROAD
TYMBER CREEK ROAD
JAMES CREEK DRIVE
TATTERSALL BLVD
MATCHLINE - SEE SHEET C9
MATCHLINE - SEE SHEET C12
TYPICAL SECTION FOR TYMBER CREEK ROAD
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED MILL & OVERLAY
PROPOSED CONCRETE
PROPOSED STREET LIGHT
KEY MAP
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
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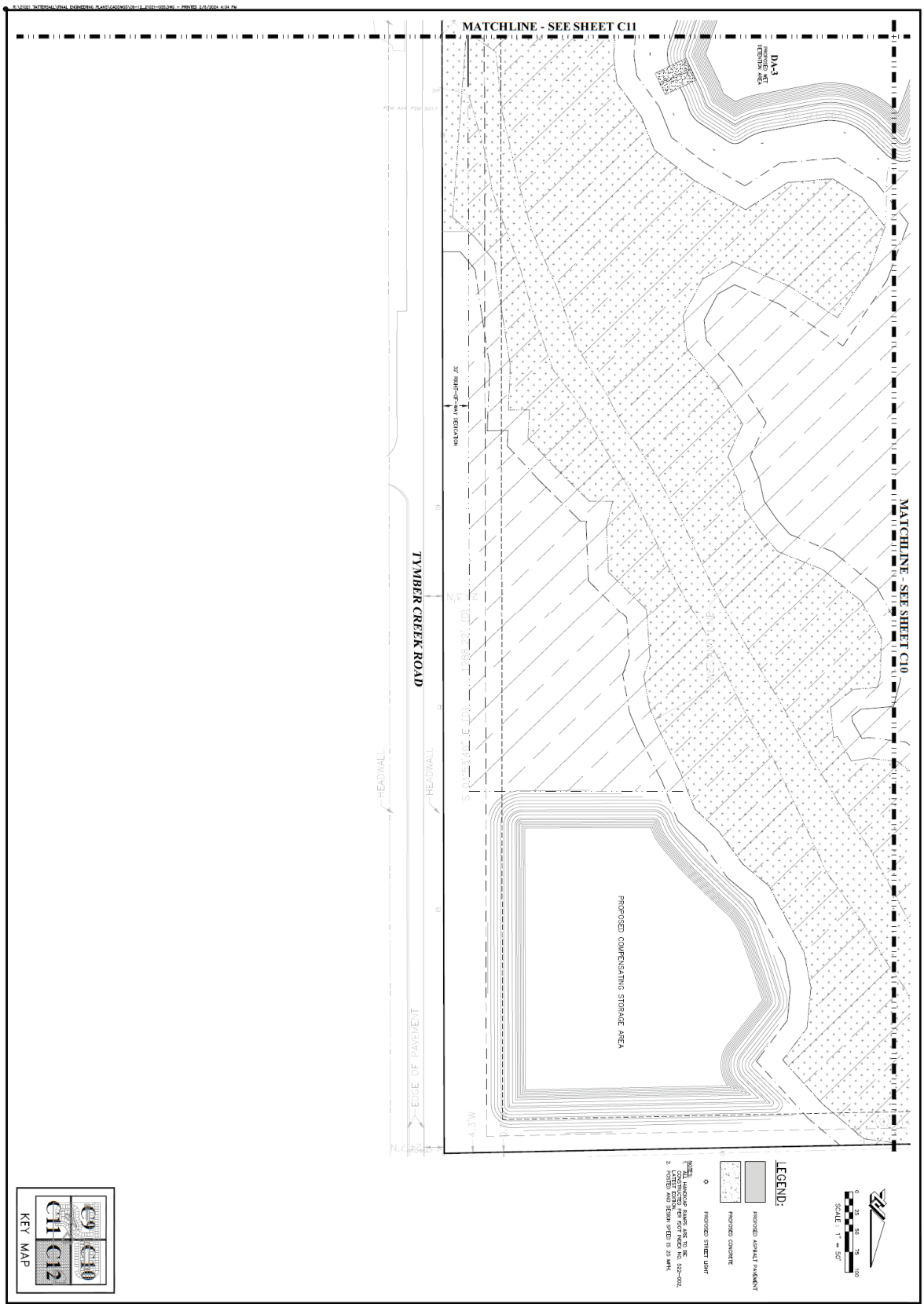
SHEET C11 OF 40


MATCHLINE - SEE SHEET C11
MATCHLINE - SEE SHEET C10
DA-3
PROPOSED WET DETENTION AREA
TYMBER CREEK ROAD
HEADWALL
HEADWALL
EDGE OF PAVEMENT
PROPOSED COMPENSATING STORAGE AREA
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED STREET LIGHT
SCALE: 1" = 50'
KEY MAP
C9 C10
C11 C12
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
SHEET: C12 OF 40
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
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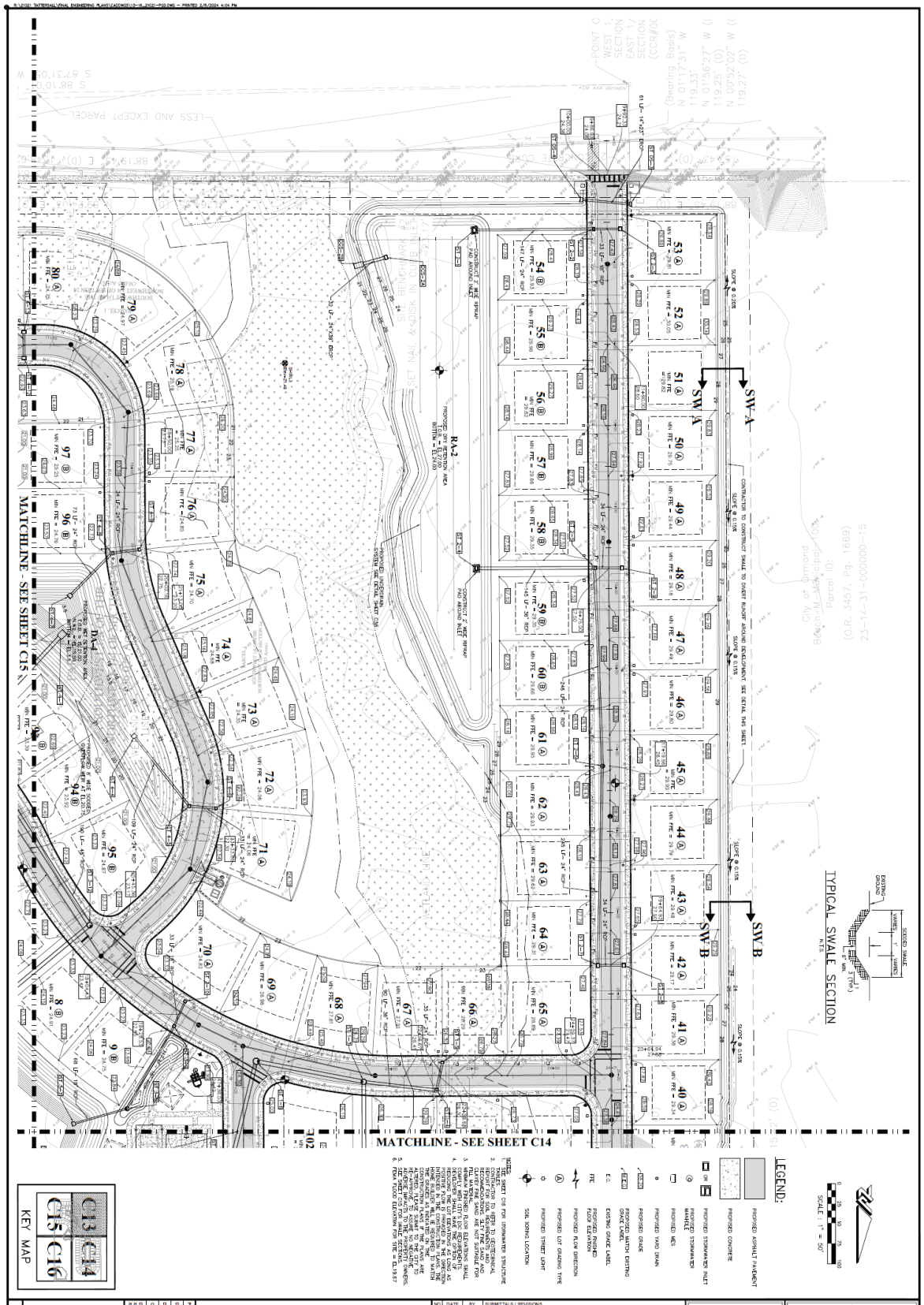
MATCHLINE - SEE SHEET C15
MATCHLINE - SEE SHEET C14
TYPICAL SWALE SECTION
N.T.S.
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED STORMWATER INLET
PROPOSED STORMWATER MANHOLE
PROPOSED MES
PROPOSED YARD DRAIN
PROPOSED GRADE
PROPOSED MATCH EXISTING GRADE LABEL
E.G.
EXISTING GRADE LABEL
FFE
PROPOSED FINISHED FLOOR ELEVATION
PROPOSED FLOW DIRECTION
PROPOSED LOT GRADING TYPE
PROPOSED STREET LIGHT
SOIL BORING LOCATION
SCALE: 1" = 50'
KEY MAP
C13 C14 C15 C16
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
SUBMITTALS / REVISIONS
CIVIL ENGINEERING
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PLANNING
TRANSPORTATION
ZEV COHEN & ASSOCIATES, INC.
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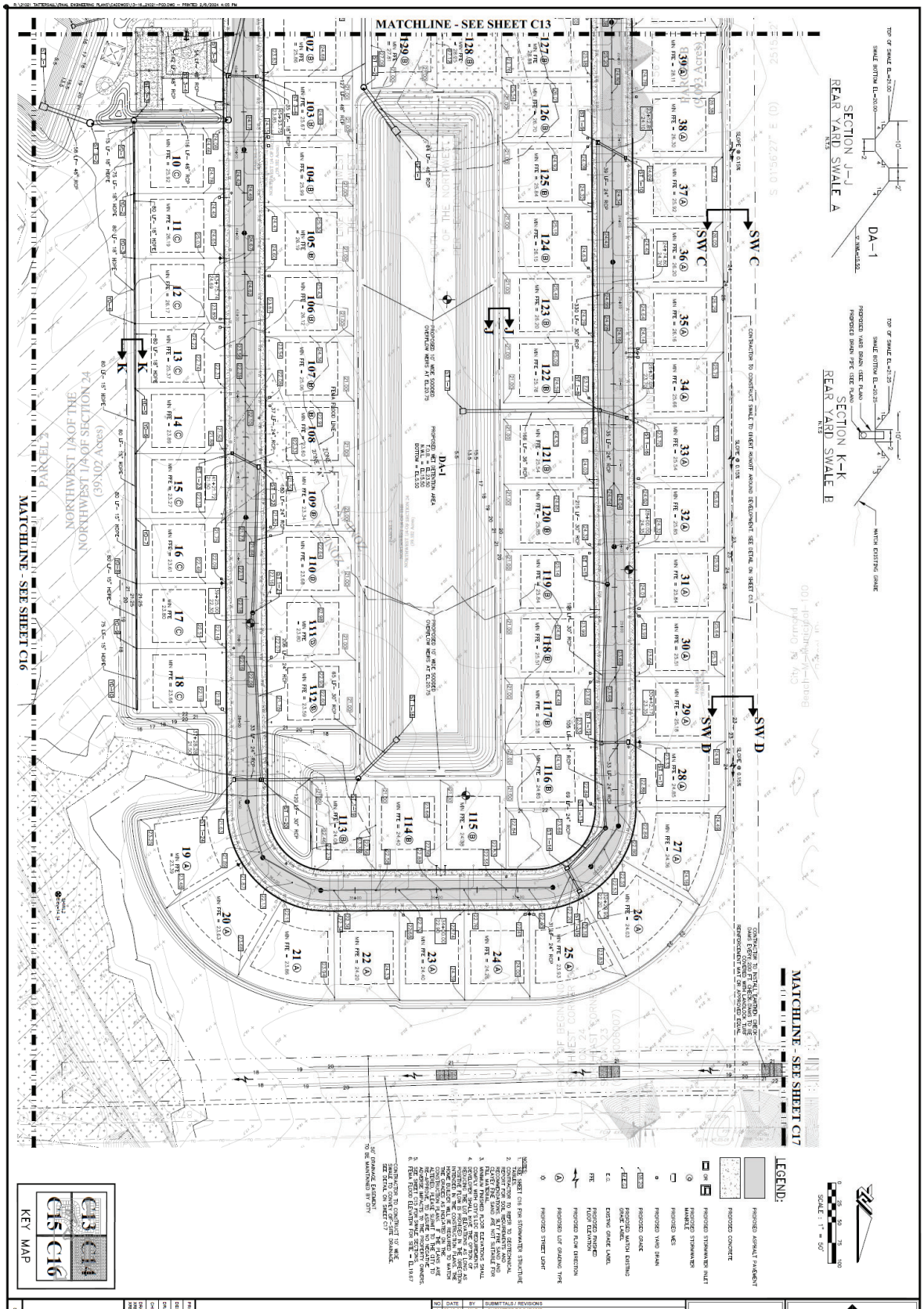
SHEET C13 OF 40



TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MJR	SUBMITTED TO SJRWMD
2	12-09-22	MJR	SUBMITTED TO CITY
3	02-15-23	MJR	RESUBMITTAL TO SJRWMD
4	03-13-23	MJR	SUBMITTED TO CITY
5	08-18-23	MJR	SUBMITTED TO COUNTY
6	10-11-23	MJR	RESUBMITTAL TO CITY
7	12-21-23	MJR	RESUBMITTAL TO CITY
8	02-02-24	MJR	RESUBMITTAL TO CITY

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ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
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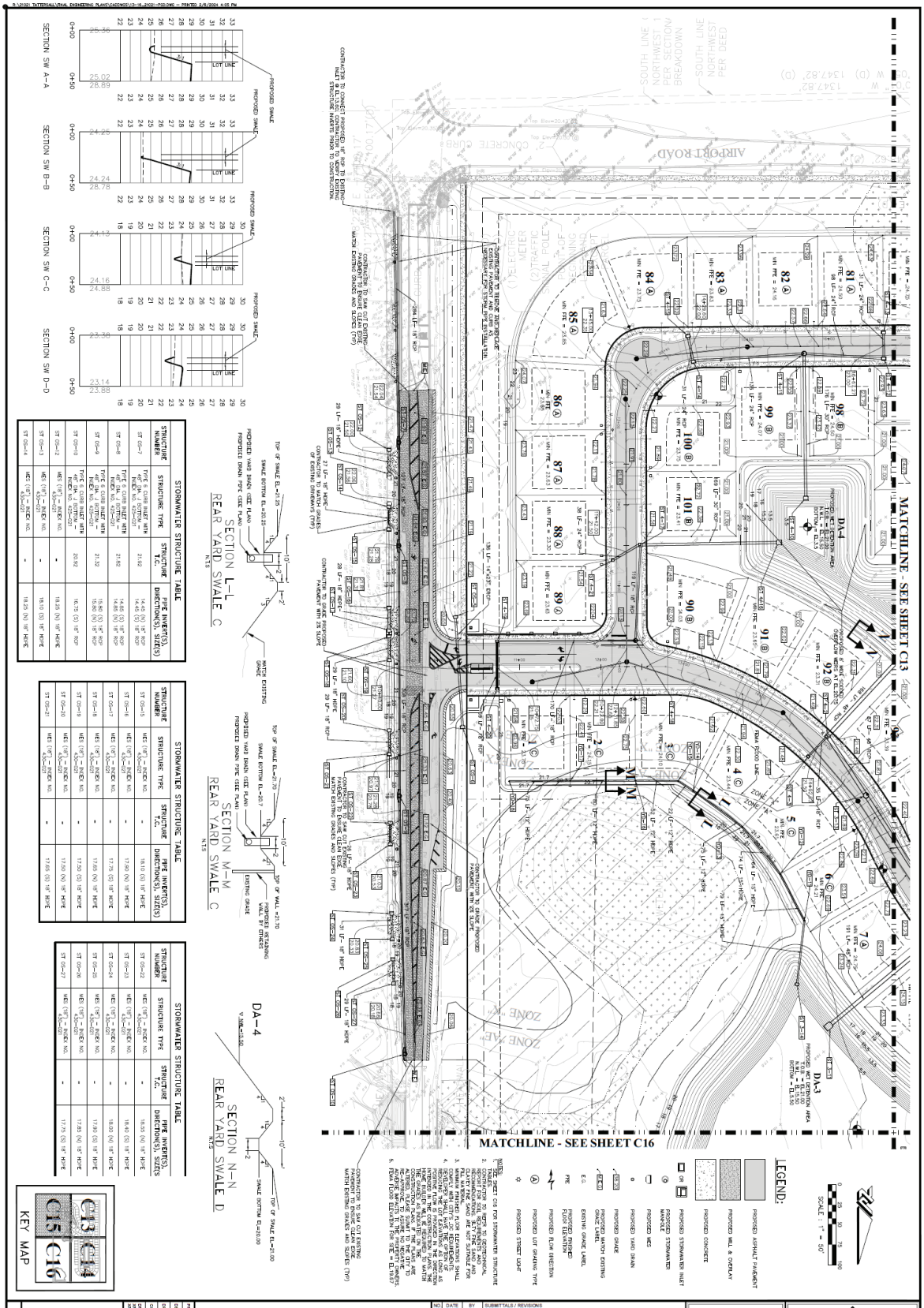
PROJECT NO. 2021001
DESIGNED BY: RGH
DRAWN BY: MJR
CHECKED BY: RGH
DRAWING FILE: 01-PLOTS-PAVING GRADING & DRAINAGE.DWG
SHEET C14 OF 40



STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.O.C.	PIPE INVERT(S), SIZE(S) DIRECTION(S), SIZE(S)
ST 05-7	TYPE C (5.0R) INLET WITH 48" DIA. MANHOLE BOTTOM - REFER TO DETAIL NO. 425-021	21.92	14.45 (S) 18" RCP 14.45 (S) 18" RCP
ST 05-8	TYPE C (5.0R) INLET WITH 48" DIA. MANHOLE BOTTOM - REFER TO DETAIL NO. 425-021	21.82	14.85 (S) 18" RCP 14.85 (N) 18" RCP
ST 05-9	TYPE C (5.0R) INLET WITH 48" DIA. MANHOLE BOTTOM - REFER TO DETAIL NO. 425-021	21.32	15.80 (S) 18" RCP 15.80 (N) 18" RCP
ST 05-10	TYPE C (5.0R) INLET WITH 48" DIA. MANHOLE BOTTOM - REFER TO DETAIL NO. 425-021	20.92	16.75 (S) 18" RCP 16.75 (N) 18" RCP
ST 05-12	MES (18") — REFER TO DETAIL NO. 425-021	-	18.25 (N) 18" HDPE
ST 05-13	MES (18") — REFER TO DETAIL NO. 425-021	-	18.10 (S) 18" HDPE
ST 05-14	MES (18") — REFER TO DETAIL NO. 425-021	-	18.25 (N) 18" HDPE

STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.O.C.	PIPE INVERT(S), SIZE(S) DIRECTION(S), SIZE(S)
ST 05-15	MES (18") — REFER TO DETAIL NO. 425-021	-	18.10 (S) 18" HDPE
ST 05-16	MES (18") — REFER TO DETAIL NO. 425-021	-	17.60 (N) 18" HDPE
ST 05-17	MES (18") — REFER TO DETAIL NO. 425-021	-	17.75 (S) 18" HDPE
ST 05-18	MES (18") — REFER TO DETAIL NO. 425-021	-	17.60 (N) 18" HDPE
ST 05-19	MES (18") — REFER TO DETAIL NO. 425-021	-	17.50 (S) 18" HDPE
ST 05-20	MES (18") — REFER TO DETAIL NO. 425-021	-	17.50 (N) 18" HDPE
ST 05-21	MES (18") — REFER TO DETAIL NO. 425-021	-	17.60 (S) 18" HDPE

STORMWATER STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.O.C.	PIPE INVERT(S), SIZE(S) DIRECTION(S), SIZE(S)
ST 05-22	MES (18") — REFER TO DETAIL NO. 425-021	-	18.55 (N) 18" HDPE
ST 05-23	MES (18") — REFER TO DETAIL NO. 425-021	-	18.40 (S) 18" HDPE
ST 05-24	MES (18") — REFER TO DETAIL NO. 425-021	-	18.60 (N) 18" HDPE
ST 05-25	MES (18") — REFER TO DETAIL NO. 425-021	-	17.90 (S) 18" HDPE
ST 05-26	MES (18") — REFER TO DETAIL NO. 425-021	-	17.85 (N) 18" HDPE
ST 05-27	MES (18") — REFER TO DETAIL NO. 425-021	-	17.75 (S) 18" HDPE

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-06-22	MLR	SUBMITTED TO CITY
3	02-10-23	MLR	RESUBMITTAL TO SJRWMD
4	04-13-23	MLR	SUBMITTED TO CITY
5	06-19-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY
8	02-02-24	MLR	RESUBMITTAL TO CITY

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TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO. 2021-20
DESIGNED BY: MLR
DRAFTED BY: RMH
CHECKED BY: MLR
DRAWING FILE: C15-GRADING
DATE: 02/02/24

SHEET C15 OF 40

NOTES:
1. SEE SHEET C16 FOR STORMWATER STRUCTURE CONSTRUCTION NOTES TO GEOTECHNICAL ENGINEER FOR FINAL RECOMMENDATIONS.
2. ALL MATERIAL AND CONSTRUCTION SHALL COMPLY WITH CITY'S LDR REQUIREMENTS.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE ESTABLISHED BY A LICENSED ENGINEER AS REQUIRED BY THE CONSTRUCTION PLANS. THE ENGINEER SHALL CERTIFY THAT THE BUILDING HAS BEEN CONSTRUCTED AS PERMITTED ON THE CONSTRUCTION PLANS. ANY ALTERATIONS SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO CONSTRUCTION. ANY ALTERATIONS WITHOUT APPROVAL MAY RESULT IN REVERSE SETBACKS TO THE PROPERTY OWNER.
4. FEMA FLOOD ELEVATION = 21.0'
5. FEMA FLOOD ELEVATION = 21.0'

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCO-24	TYPE C INLET – INDEX NO. 425-020	24.68	
DCO-28	MES (36") – INDEX NO. 430-021	-	21.55 (W) 24"x38" ERCP
ST 1-1	MES (48") – INDEX NO. 430-021	-	6.50 (SE) 48" RCP
ST 1-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	21.00	13.00 (S) 48" RCP 6.50 (NW) 48" RCP 6.50 (NE) 48" RCP
ST 1-3	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	26.09	6.50 (NW) 48" RCP 13.70 (S) 48" RCP 13.70 (E) 48" RCP
ST 1-4	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	25.80	20.20 (S) 24" RCP 20.20 (E) 36" RCP
ST 1-5	TYPE C INLET – INDEX NO. 425-020	25.80	20.40 (N) 24" RCP
ST 1-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	24.78	13.00 (W) 48" RCP 6.00 (N) 48" RCP
ST 1-7	MES (30") – INDEX NO. 430-021	11.83	7.50 (W) 30" RCP
ST 1-8	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	23.20	17.30 (W) 24" RCP 11.20 (N) 30" RCP 15.85 (S) 30" RCP
ST 1-9	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	23.60	18.55 (NW) 24" RCP 17.80 (W) 30" RCP
ST 1-10	TYPE C INLET – INDEX NO. 425-020	23.60	18.25 (SE) 24" RCP
ST 1-11	MANHOLE (48" DIA.) – INDEX NO. 425-001	23.99	12.25 (N) 30" RCP 12.25 (S) 30" RCP
ST 1-12	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	22.85	13.20 (S) 24" RCP 15.45 (N) 24" RCP
ST 1-13	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.51	16.00 (S) 24" RCP 16.00 (NW) 24" RCP
ST 1-14	TYPE C INLET – INDEX NO. 425-020	21.70	16.35 (NW) 24" RCP 16.50 (SE) 24" RCP
ST 1-15	TYPE C INLET – INDEX NO. 425-020	23.20	17.90 (E) 24" RCP
ST 1-16	TYPE C INLET – INDEX NO. 425-020	23.20	13.50 (E) 24" RCP
ST 1-17	TYPE C INLET – INDEX NO. 425-020	22.85	

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 1-18	MES (30") – INDEX NO. 430-021	-	8.50 (NE) 30" RCP
ST 1-19	MANHOLE (60" DIA.) – INDEX NO. 425-001	21.00	10.90 (E) 30" RCP 8.70 (SW) 30" RCP
ST 1-20	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	21.00	11.60 (E) 24" RCP 11.50 (S) 24" RCP
ST 1-21	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.11	12.60 (S) 24" RCP 12.60 (N) 24" RCP
ST 1-22	TYPE C INLET – INDEX NO. 425-020	21.00	13.50 (W) 24" RCP 13.50 (N) 24" RCP
ST 1-23	TYPE C INLET – INDEX NO. 425-020	21.00	16.50 (NW) 24" RCP
ST 1-24	TYPE C INLET – INDEX NO. 425-020	21.00	12.00 (W) 24" RCP
ST 2-1	TYPE E INLET – INDEX NO. 425-022	23.50	18.00 (W) 24" RCP
ST 2-2	TYPE E INLET – INDEX NO. 425-022	27.00	20.80 (W) 18" RCP 19.75 (E) 24" RCP
ST 2-3	TYPE E INLET – INDEX NO. 425-022	27.00	21.00 (E) 18" RCP
ST 2-4	TYPE E INLET – INDEX NO. 425-022	23.50	15.75 (W) 36" RCP
ST 2-5	TYPE E INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	27.00	16.50 (E) 24" RCP 16.50 (W) 24" RCP 16.50 (S) 24" RCP
ST 3-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	28.27	17.75 (N) 24" RCP 17.75 (S) 24" RCP
ST 3-7	TYPE E INLET – INDEX NO. 425-022	27.00	19.00 (S) 24" RCP 19.00 (N) 24" RCP
ST 3-8	TYPE E INLET – INDEX NO. 425-022	27.00	21.50 (E) 24" RCP
ST 3-9	MES (48") – INDEX NO. 430-021	27.00	18.00 (E) 24" RCP
ST 3-10	MES (48") – INDEX NO. 430-021	-	5.50 (W) 48" RCP
ST 3-11	MES (48") – INDEX NO. 430-021	-	5.50 (W) 48" RCP
ST 3-12	MANHOLE (72" DIA.) – INDEX NO. 425-001	23.12	7.70 (SE) 48" RCP 6.75 (SW) 48" RCP
ST 3-13	MANHOLE (72" DIA.) – INDEX NO. 425-001	21.77	6.75 (SE) 48" RCP 6.75 (NW) 48" RCP
ST 3-14	MES (48") – INDEX NO. 430-021	-	8.50 (S) 15" HDPE
ST 4-1	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	-	5.50 (NE) 48" RCP
ST 4-2	TYPE C INLET – INDEX NO. 425-020	21.00	12.50 (NE) 48" RCP 6.50 (W) 48" RCP 6.50 (NW) 48" RCP
ST 4-3	TYPE C INLET – INDEX NO. 425-020	21.00	12.25 (SW) 18" RCP
ST 4-4	MES (24") – INDEX NO. 430-021	-	13.50 (NW) 24" RCP
ST 4-5	TYPE C INLET – INDEX NO. 425-020	21.80	14.00 (NE) 24" RCP
ST 4-6	TYPE C INLET – INDEX NO. 425-020	21.80	14.20 (E) 24" RCP
ST 4-7	MES (24") – INDEX NO. 430-021	-	7.50 (SW) 24" RCP
ST 4-8	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	22.25	7.80 (NE) 24" RCP

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 4-9	MES (24") – INDEX NO. 430-021	22.25	7.50 (S) 24" RCP
ST 4-10	MES (48") – INDEX NO. 430-021	-	8.50 (N) 36" RCP 12.35 (W) 24" RCP
ST 4-11	MANHOLE (60" DIA.) – INDEX NO. 425-001	22.41	13.50 (E) 24" RCP 12.85 (E) 24" RCP
ST 4-12	TYPE E INLET – INDEX NO. 425-022	22.50	13.00 (N) 24" RCP
ST 4-13	TYPE E INLET – INDEX NO. 425-022	22.50	14.00 (S) 24" RCP 14.00 (W) 24" RCP
ST 4-14	TYPE E INLET – INDEX NO. 425-022	21.50	14.15 (N) 24" RCP
ST 4-15	TYPE E INLET – INDEX NO. 425-022	21.50	6.50 (E) 30" RCP
ST 4-16	MES (30") – INDEX NO. 430-021	-	13.55 (NE) 24" RCP 13.90 (N) 18" RCP
ST 4-17	TYPE C INLET WITH 4:1SLOPE TYPE J BOTTOM – INDEX NO. 425-010 & 050	21.00	13.90 (E) 18" RCP 13.90 (S) 18" RCP
ST 4-18	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.01	13.90 (E) 18" RCP 14.20 (N) 18" RCP
ST 4-19	TYPE C INLET – INDEX NO. 425-020	21.25	14.20 (N) 18" RCP 14.20 (W) 18" RCP
ST 4-20	TYPE C INLET – INDEX NO. 425-020	21.25	15.50 (S) 18" RCP
ST 4-21	TYPE C INLET – INDEX NO. 425-020	21.00	13.75 (SW) 24" RCP
ST 4-22	MES (24" X 38") – INDEX NO. 430-021	-	23.75 (E) 14"x23" ERCP
ST 4-23	MES (24" X 38") – INDEX NO. 430-021	-	23.50 (W) 14"x23" ERCP
ST 4-24	MES (24" X 38") – INDEX NO. 430-021	-	19.40 (N) 14"x23" ERCP
ST 4-25	MES (24" X 38") – INDEX NO. 430-021	-	18.60 (S) 14"x23" ERCP
ST 4-26	MES (24") – INDEX NO. 430-021	-	13.90 (N) 18" RCP 13.90 (S) 18" RCP
ST 4-27	MES (24") – INDEX NO. 430-021	-	14.30 (S) 18" RCP

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
YD-1	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	
YD-2	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	
YD-3	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	14.70 (S) 18" RCP
YD-4	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	15.10 (S) 18" RCP
YD-5	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	15.50 (N) 18" RCP 15.90 (S) 18" RCP
YD-6	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	15.90 (N) 18" RCP 16.30 (S) 18" RCP
YD-7	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	16.30 (N) 18" RCP 16.70 (S) 18" RCP
YD-8	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	16.70 (N) 18" RCP 17.10 (S) 18" RCP
YD-9	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	17.10 (N) 18" RCP 17.50 (S) 18" RCP
YD-10	15" YARD DRAIN WITH CIRCULAR GRATE	20.81	17.50 (N) 18" RCP 17.90 (S) 18" RCP
YD-11	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	14.60 (NE) 18" RCP 8.00 (N) 18" RCP
YD-12	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	14.85 (NW) 18" RCP 15.35 (SE) 18" RCP
YD-13	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.35 (NW) 18" RCP 15.75 (SE) 18" RCP
YD-14	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.75 (NW) 18" RCP 16.20 (SE) 18" RCP
YD-15	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.90 (NW) 18" RCP 16.20 (E) 18" RCP
YD-16	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	16.20 (W) 18" RCP 16.60 (E) 18" RCP
YD-17	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	16.60 (W) 18" RCP 17.00 (E) 18" RCP
YD-18	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	17.00 (W) 18" RCP

KEY MAP

C13 C14 C15 C16

ZEV COHEN & ASSOCIATES, INC.
300 INTRACOASTAL BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

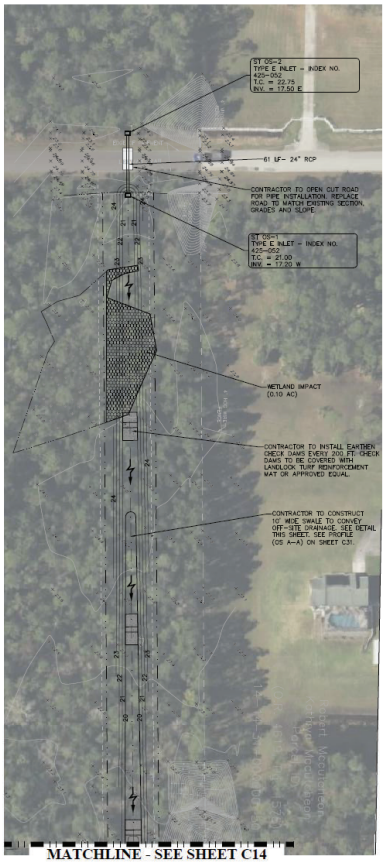
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

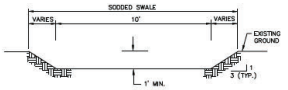
NO.	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	03-09-22	MLR	SUBMITTED TO CITY
3	03-15-22	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY
8	02-02-24	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

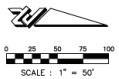
PROJECT NO. 22-2101
DESIGNED BY: MLR
DRAWN BY: RAH
CHECKED BY: MLR

SHEET: C16 OF 40



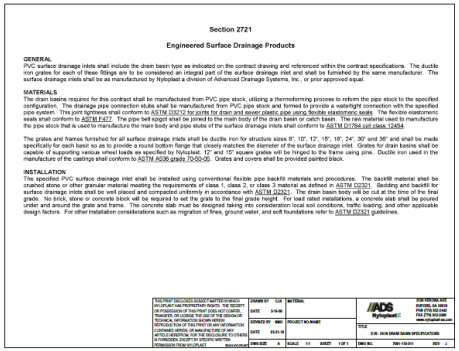


TYPICAL 10' WIDE SWALE SECTION
N.T.S.



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 08.26 — PROPOSED GRADE
- 07.2 0 — PROPOSED MATCH EXISTING GRADE LABEL
- E.G. — EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION



Section 2721

Engineered Surface Drainage Products

GENERAL

PVC surface drainage inlets shall include the drain basin type as indicated on the contract drawing and referenced within the contract specifications. The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. The surface drainage inlets shall be as manufactured by Nyloplast a division of Advanced Drainage Systems, Inc., or prior approved equal.

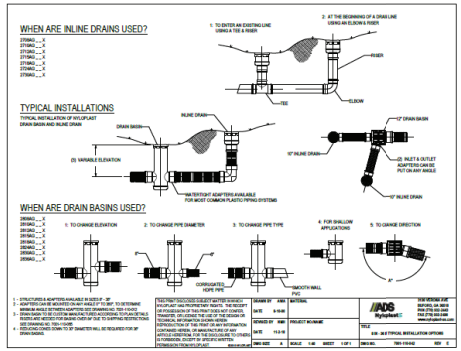
MATERIALS

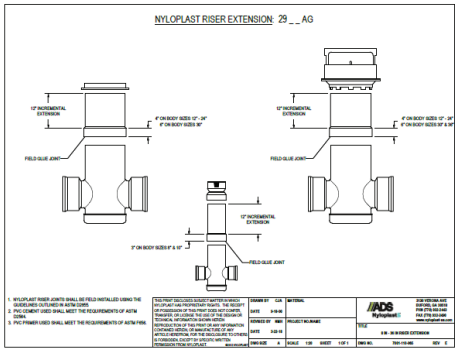
The drain basins required for this contract shall be manufactured from PVC pipe stock, utilizing a thermoforming process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell-spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.

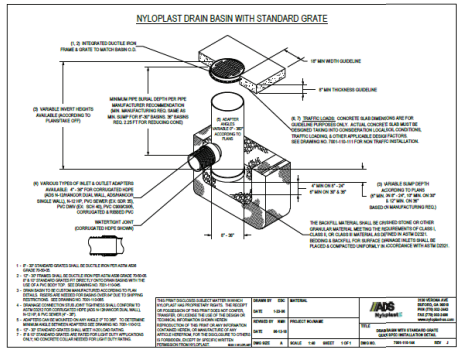
The grates and frames furnished for all surface drainage inlets shall be ductile iron for structure sizes 8", 10", 12", 15", 18", 24", 30" and 36" and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting various wheel loads as specified by Nyloplast. 12" and 15" square grates will be hinged to the frame using pins. Ductile iron used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05. Grates and covers shall be provided painted black.

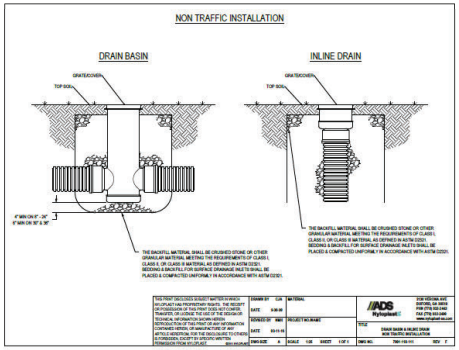
INSTALLATION

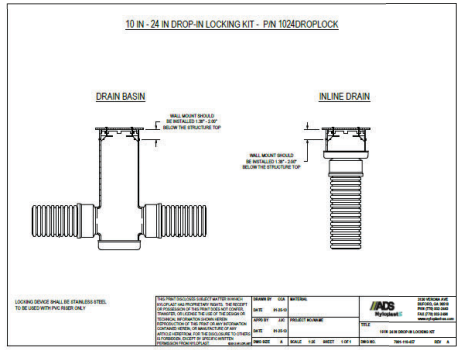
The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures. The backfill material shall be crushed stone or other granular material meeting the requirements of class 1, class 2, or class 3 material as defined in ASTM D2321. Bedding and backfill for surface drainage inlets shall be well placed and compacted uniformly in accordance with ASTM D2321. The drain basin body will be cut at the time of the final grade. No brick, stone or concrete block will be required to set the grate to the final grade height. For load rated installations, a concrete slab shall be poured under and around the grate and frame. The concrete slab must be designed taking into consideration local soil conditions, traffic loading, and other applicable design factors. For other installation considerations such as migration of fines, ground water, and soft foundations refer to ASTM D2321 guidelines.











ZEV COHEN & ASSOCIATES, INC.
6800 SW 40th STREET, SUITE 1
GAINESVILLE, FLORIDA 32608
PH: (352) 332-1480
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

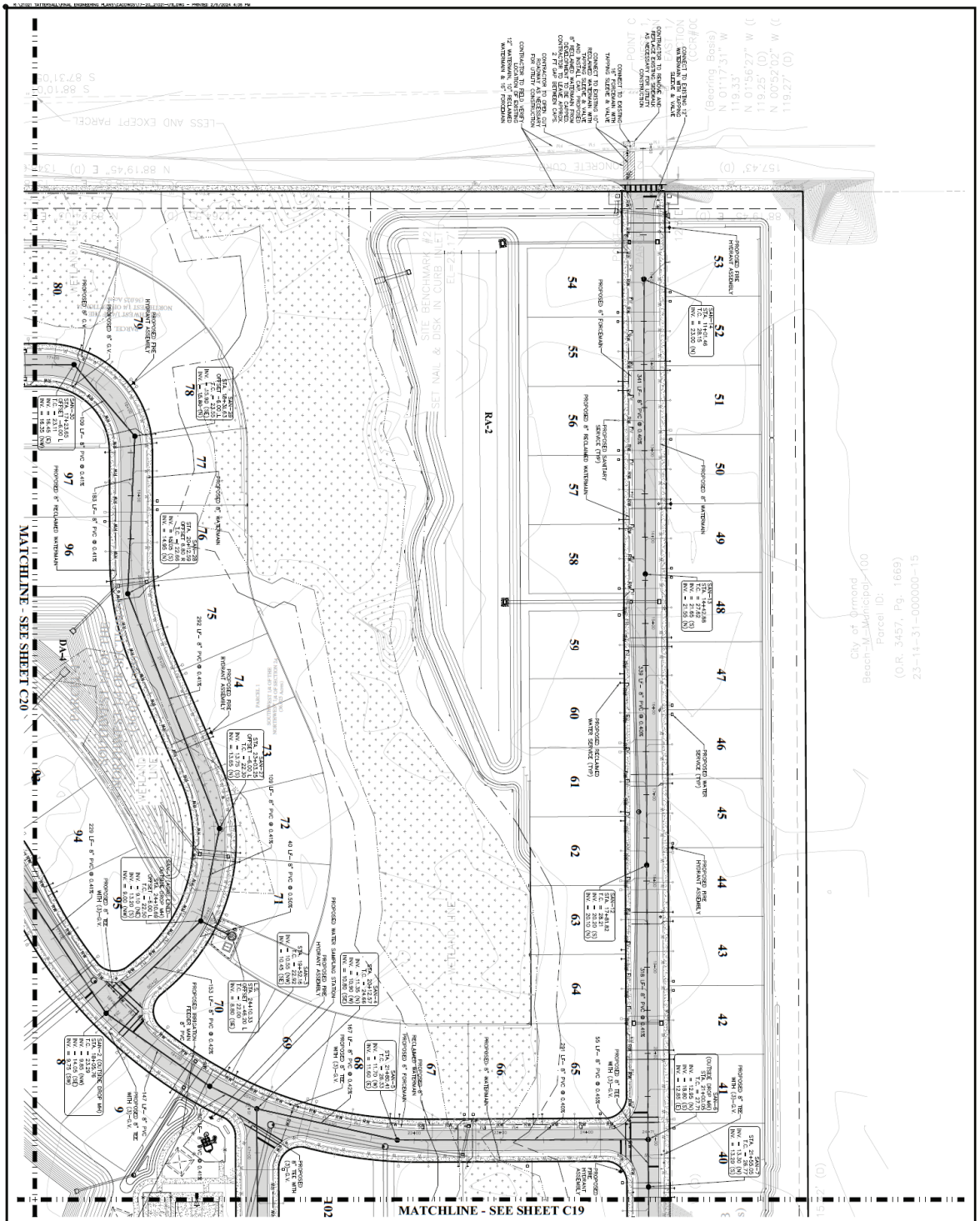
NO	DATE	BY	SUBMITTAL/REVISIONS
1	09-16-21	MLR	SUBMITTED TO SUWANNEE
2	10-14-21	MLR	RESUBMITTAL TO SUWANNEE
3	10-19-21	MLR	SUBMITTED TO COUNTY
4	11-04-21	MLR	RESUBMITTAL TO COUNTY
5	11-11-21	MLR	RESUBMITTAL TO COUNTY
6	12-02-21	MLR	SUBMITTED TO COUNTY
7	03-02-22	MLR	RESUBMITTAL TO COUNTY
8	03-02-24	MLR	

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
OFF-SITE DRAINAGE PLAN
VOLUSIA COUNTY, FLORIDA
CITY OF ORMOND BEACH

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PSD
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

RANDY M. HILDNE, P.E. NO. 65930
NOT VALID WITHOUT SEAL

SHEET: C17 OF 40



TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY
8	02-02-24	MLR	RESUBMITTAL TO CITY

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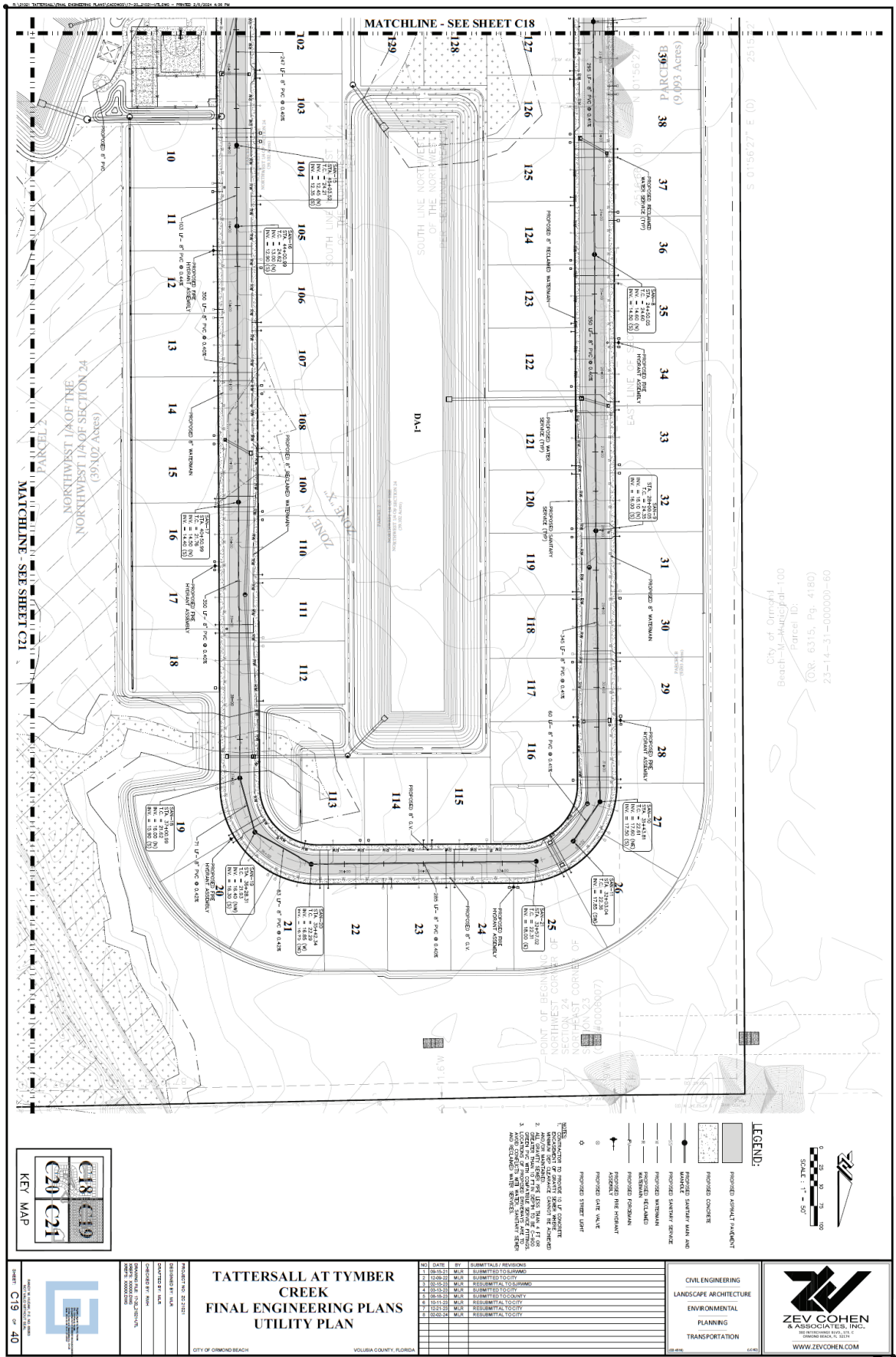
SHEET: C18 OF 40


MATCHLINE - SEE SHEET C18
MATCHLINE - SEE SHEET C21
PARCEL 2
NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24
(39.102 Acres)
PARCEL B
(9.093 Acres)
DA-1
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED SANITARY MAIN AND MANHOLE
PROPOSED SANITARY SERVICE
PROPOSED WATERMAIN
PROPOSED RECLAIMED WATERMAIN
PROPOSED FORCEMAIN
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED STREET LIGHT
SCALE : 1" = 50'
KEY MAP
C18 C19
C20 C21
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
SHEET C19 OF 40
CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
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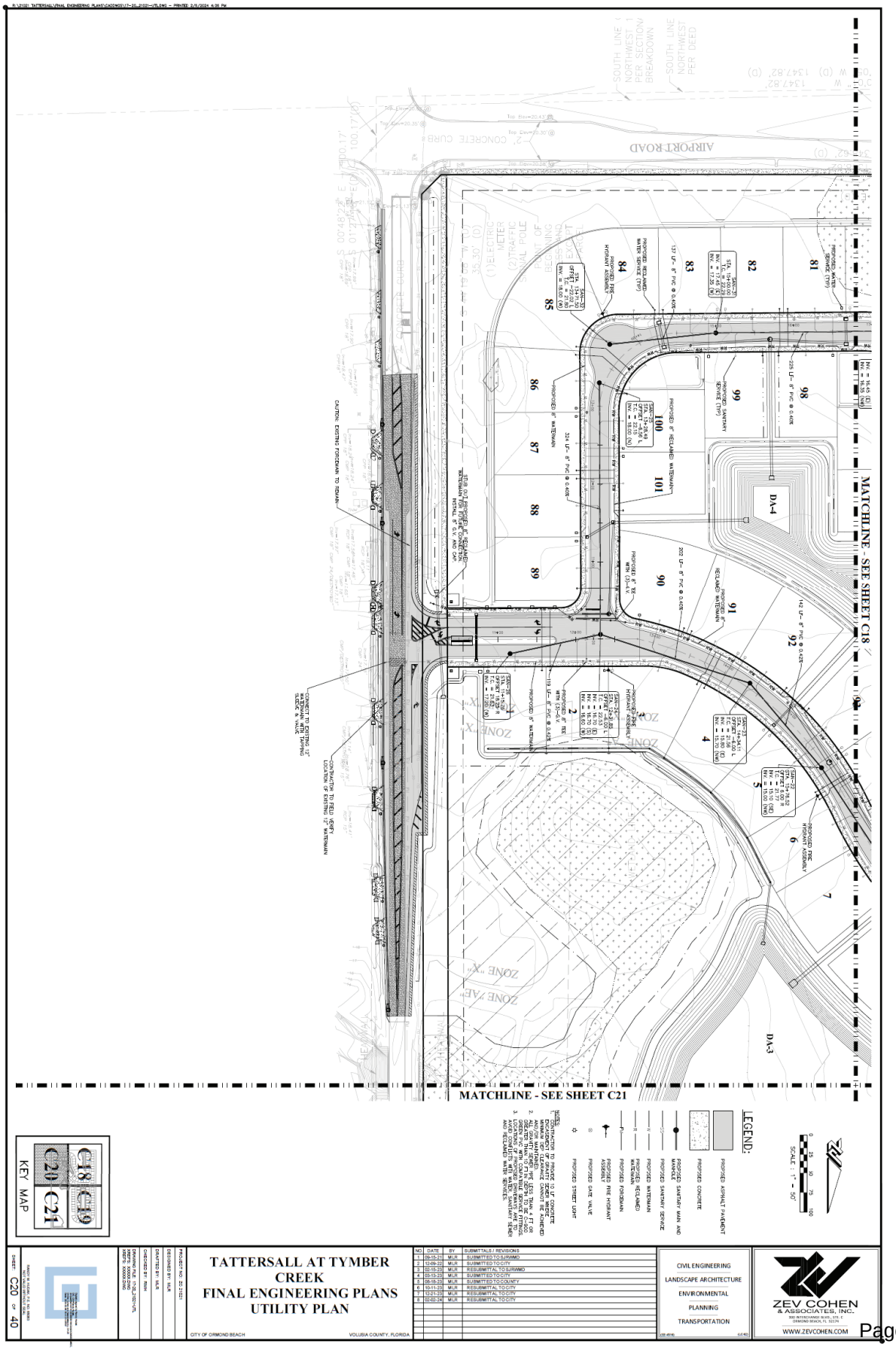
AIRPORT ROAD
MATCHLINE - SEE SHEET C18
MATCHLINE - SEE SHEET C21
DA-4
DA-3
LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED SANITARY MAIN AND MANHOLE
PROPOSED SANITARY SERVICE
PROPOSED WATERMAIN
PROPOSED RECLAIMED WATERMAIN
PROPOSED FORCEMAIN
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GATE VALVE
PROPOSED STREET LIGHT
SCALE : 1" = 50'
KEY MAP
C18 C19
C20 C21
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
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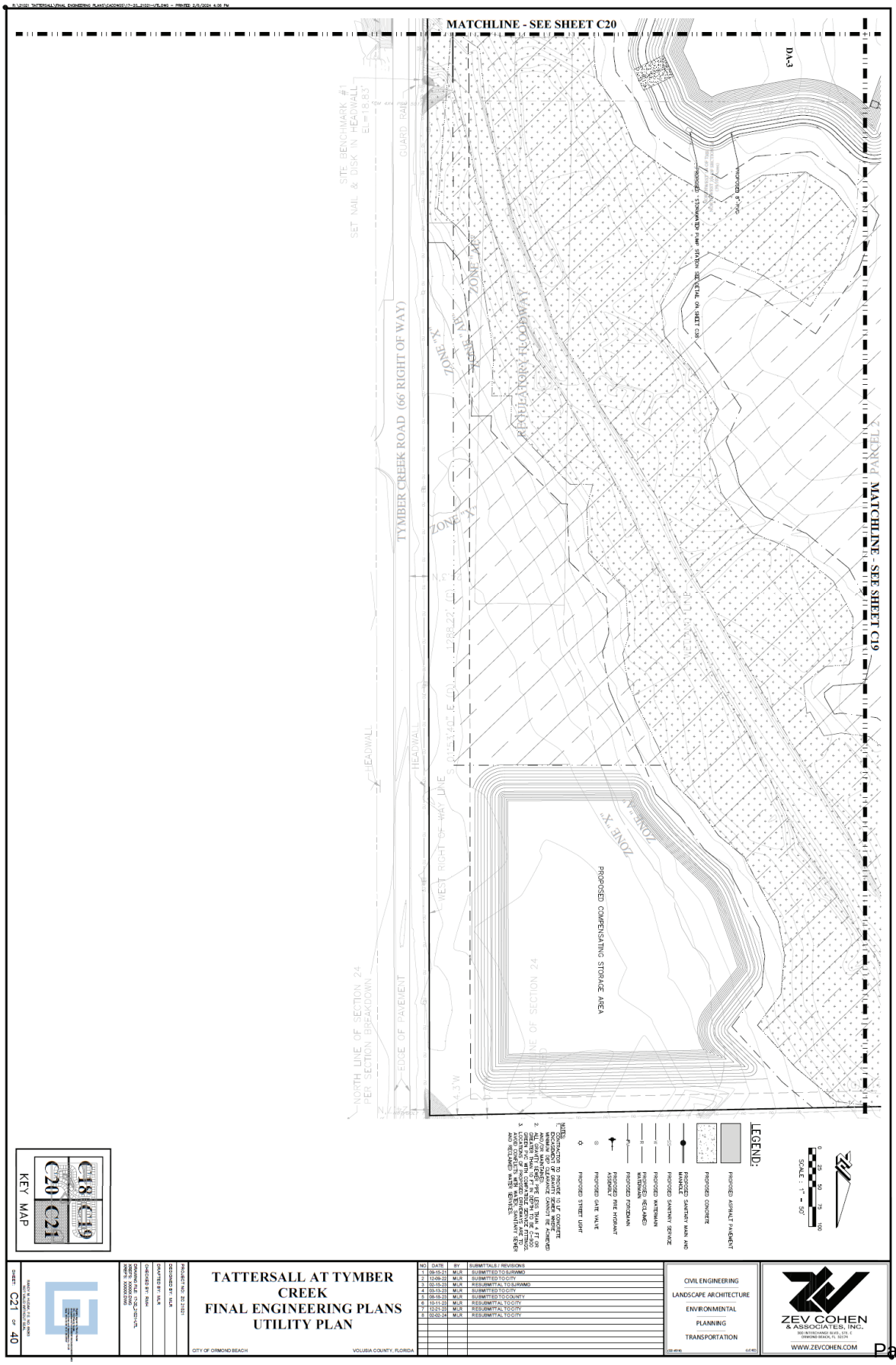
SHEET: C20 OF 40



NOTES:
1. CONTRACTOR TO PROVIDE 15 LF CONCRETE DRAINAGE COLLAR AT ALL PROPOSED DRAINAGE CLEANOUT CONNECTIONS.
2. ALL UTILITIES TO BE CONSTRUCTED AND/OR MAINTAINED PER LESS THAN 4 FT OR GREATER THAN 12 FT COVER DETAILS.
3. LOCATE ALL WATER SERVICES, FITTINGS, LOOP TAPS FOR WATER, SANITARY SEWER AND RECLAIMED WATER SERVICES.

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	06-19-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY
8	02-02-24	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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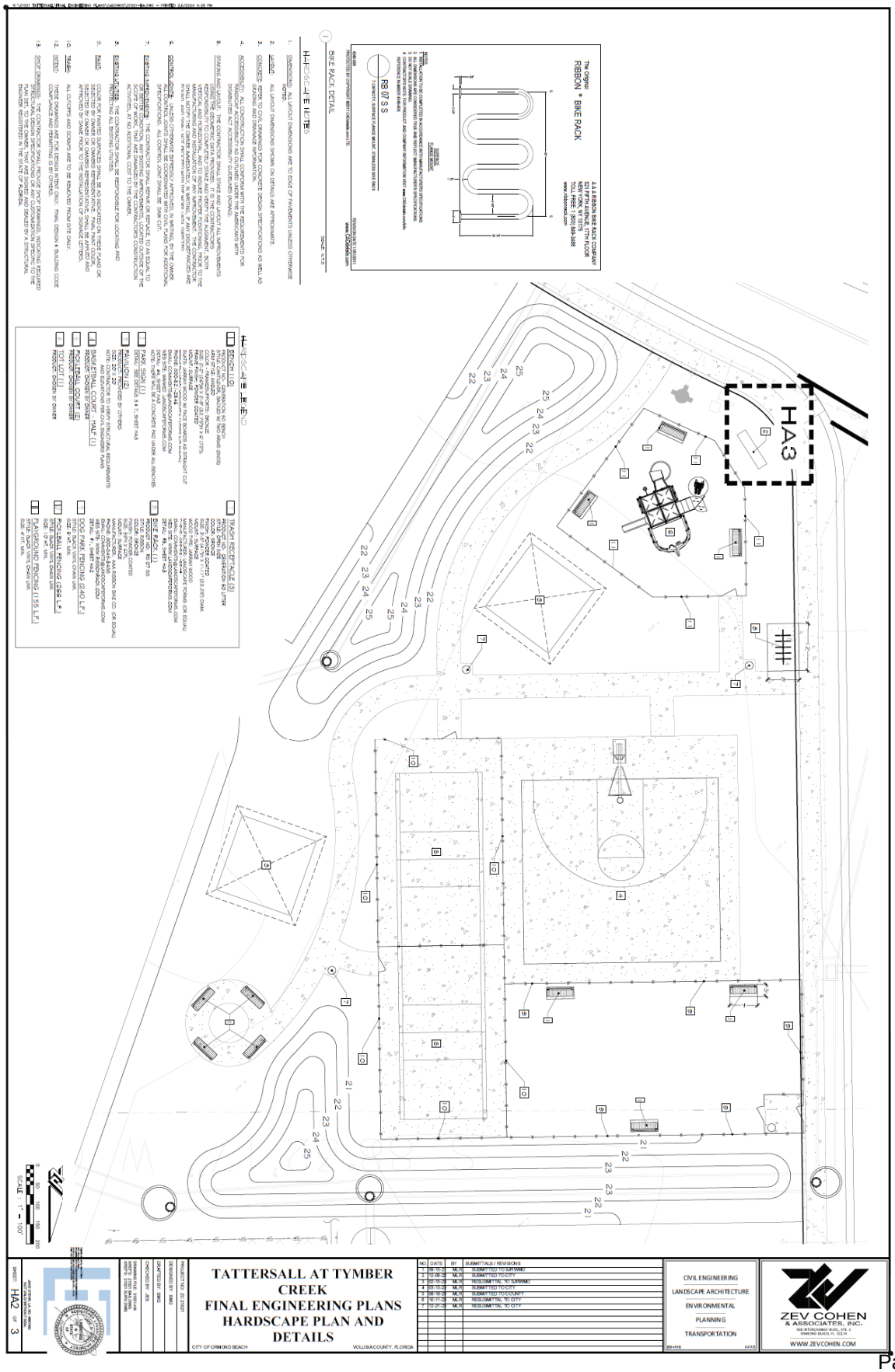
PROJECT NO. 21-2101
DESIGNED BY: MLR
DRAWN BY: MLR
CHECKED BY: RMH
DRAWING FILE: 21-2101-UTIL
PAPER SIZE: 24X36 (ARCH D)

SHEET C21 OF 40


TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
HARDSCAPE PLAN AND DETAILS
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN & ASSOCIATES, INC.
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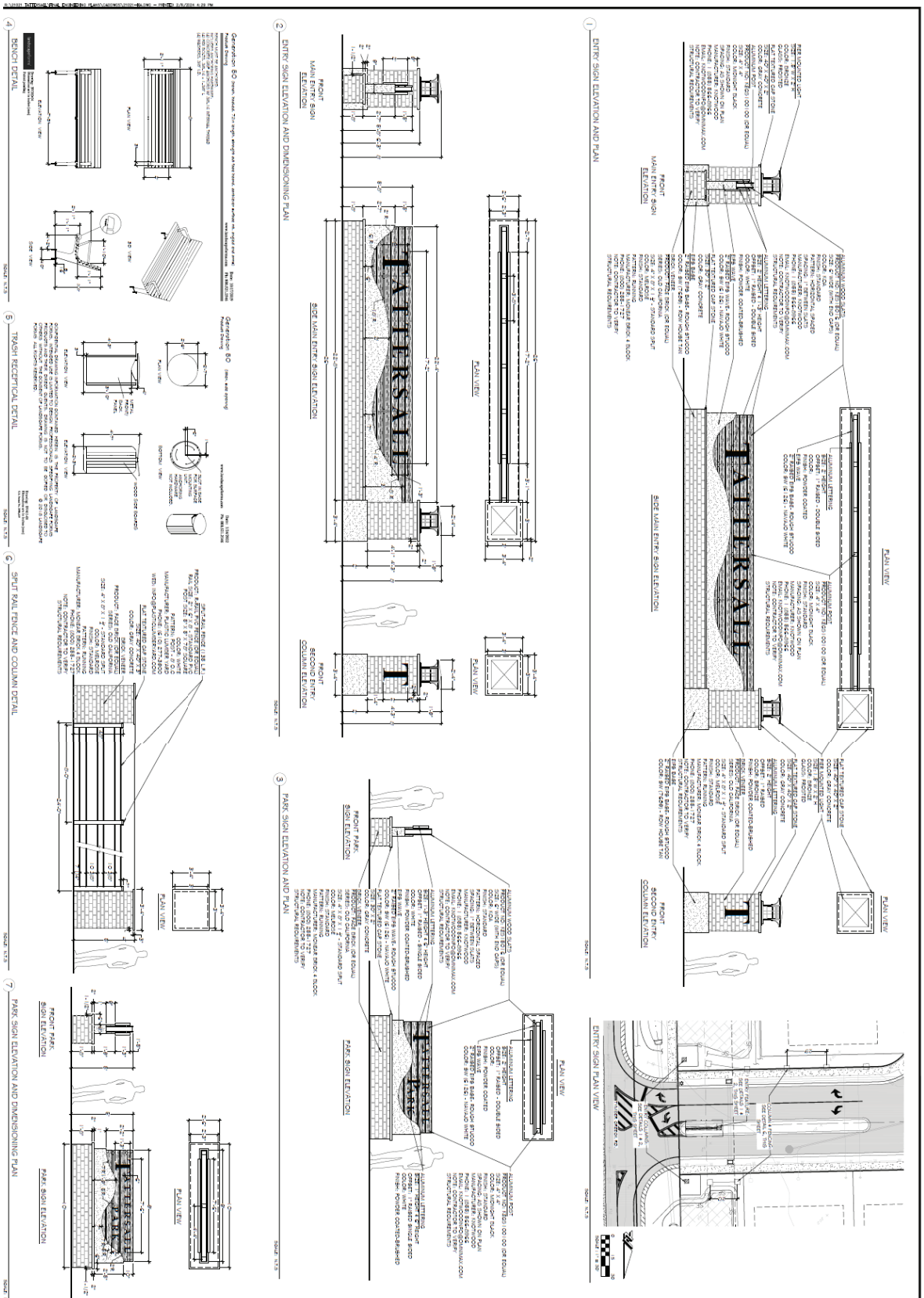
HA3
BIKE RACK DETAIL
HARDSCAPE NOTES
HARDSCAPE LEGEND
SCALE: 1" = 100'


TATTERSALL
TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
HARDSCAPE PLAN AND DETAILS
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
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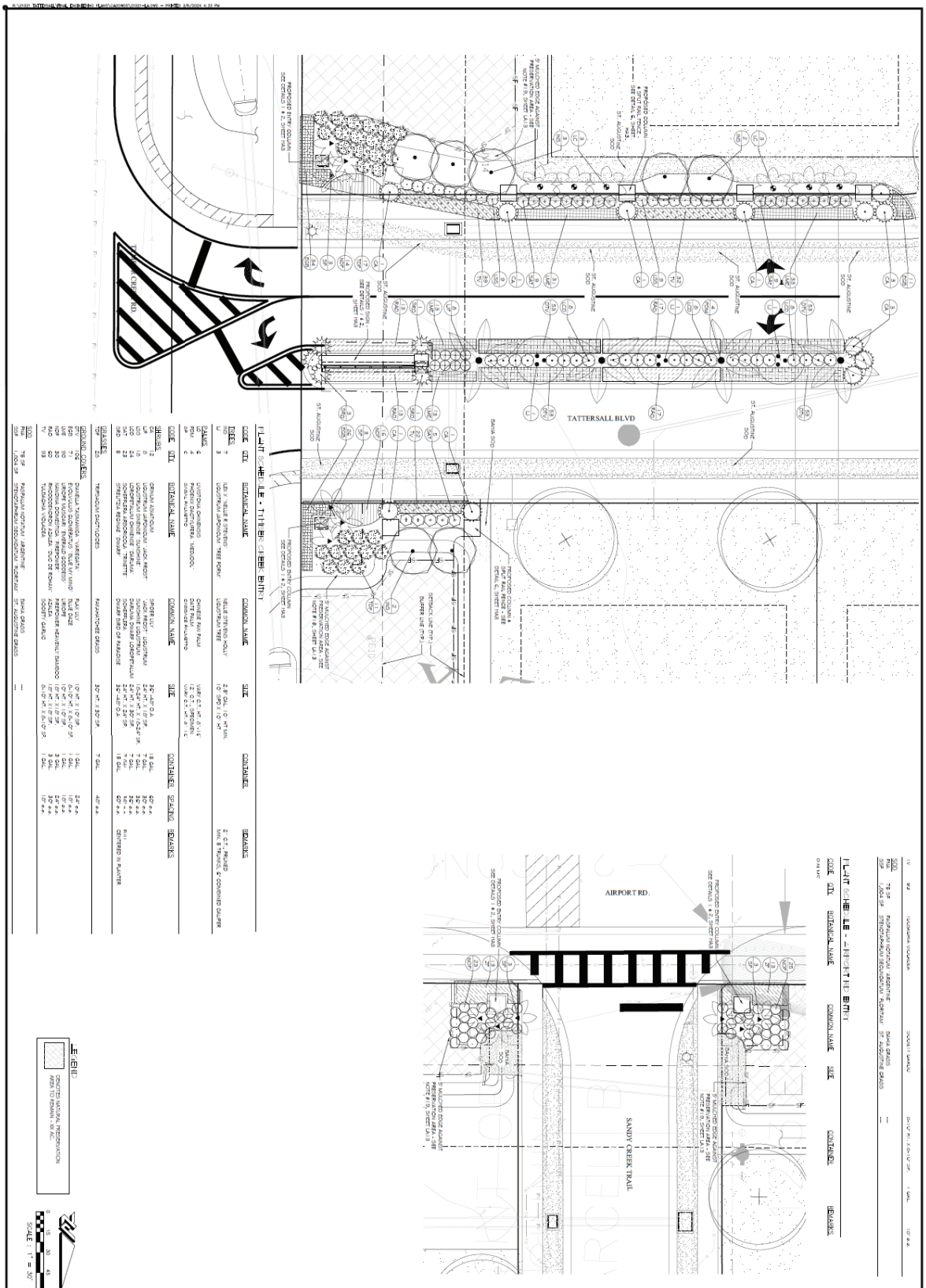
SHEET HA3 OF 3



PLANT SCHEDULE - TATTERSALL AT TYMBER CREEK

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
TREES						
LI	7	ILEX X 'NELLIE R STEVENS'	NELLIE STEVENS HOLLY	8-9' CAL.	10' HT MIN.	
LSD	3	LIQUIDAMBAR STYRACIFLUA 'TREE FORM'	LIQUIDAMBAR TREE	10' OVER	15' CT.	FULL & TRIANGULAR, 6' CONTAINED CALIPER MIN.
PALMS						
SP	6	LIVISTONA CHINENSIS	CHINESE FAN PALM	VARIES	VARIES	
PDM	4	PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	12' CT.	STRAIGHT	
SP	2	SABAL PALMETTO	CABBAGE PALMETTO	VARIES	VARIES	
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING REMARKS
SHRUBS						
LA	12	CRINUM ASIATICUM	GIANT ASIATIC LILY	36" HT.	15 GAL.	36" o.c.
LM	15	LIRIOPE MUSCARI 'LARGE VARIEGATED'	VARIEGATED LIRIOPE	12" HT.	3 GAL.	18" o.c.
LSD	15	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEETGUM	12" CAL.	7 GAL.	36" o.c.
MC	23	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST MUHLY GRASS	24" HT.	3 GAL.	24" o.c.
SAT	23	SCHEFFLERA ARBORICOLA 'TRINETTE'	DWARF UMBRELLA TREE	24" HT.	7 GAL.	36" o.c.
VEO	6	VIBURNUM ODORATISSIMUM 'AWABUKI'	AWABUKI SWEET VIBURNUM	36" HT.	15 GAL.	48" o.c.
GRASSES						
DP	20	PENNISETUM ORIENTALE	FOUNTAIN GRASS	30" HT.	3 GAL.	48" o.c.
GROUND COVERS						
TAM	1,000 SF	MURDANNIA KEISAK 'HOSHIDAKE'	PINK JOY	10" HT.	1 GAL.	24" o.c.
EGD	74	EQUISETUM GIGANTEUM 'BLUE MYRIAD'	BLUE DOZE	6-10" HT.	1 GAL.	18" o.c.
HSR	30	HEMIGRAPHIS REPANDA 'RED'	RED IVY	10" HT.	1 GAL.	18" o.c.
HSR	30	HEMIGRAPHIS REPANDA 'PERPLEXER'	PERPLEXER HEMIGRAPHIS	10" HT.	1 GAL.	18" o.c.
RAD	50	RHODODENDRON AZALEA 'DUC DE ROHAN'	AZALEA	18" HT.	3 GAL.	24" o.c.
TV	93	TRADESCANTIA VIOLACEA	PURPLE HEART	6-10" HT.	1 GAL.	18" o.c.
SOD						
BAH	TBD SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	---	---	---
SOD	1,000 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE GRASS	---	---	---

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-22	MLR	SUBMITTED TO SURFWMD
2	12-06-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SURFWMD
4	03-15-23	MLR	SUBMITTED TO CITY
5	06-15-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-27-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

PROJECT NO. 22-0001
DESIGNED BY: MRS
DRAWN BY: MRS
CHECKED BY: MLR

SHEET LA12 OF 14

PLANT SCHEDULE - SITE

CODE	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
QVIR	227	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	3.5" CAL.	10' MIN.
SOD	1,457,889 SF		SOD & MULCH	---	
PLANTING	1,457,889 SF	PERENNIAL/ORNAMENTAL GRASSES/GROUNDCOVER	SEE PLANTING DETAILS	---	SEE SHEET LA8 FOR SPECIFICATIONS
SOD	1,457,889 SF		ST. AUGUSTINE GRASS	---	
SOD	1,457,889 SF	TYPE/TYPE/TYPE/VEGETATION, PORTAU	ST. AUGUSTINE GRASS	---	

* SEE INDIVIDUAL SHEETS FOR STREET TREE PLANT ID TAGS

811 Know what's below. Call before you dig.

SCALE : 1" = 100'

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	06-10-22	MLR	SUBMITTED TO SJRWMD
2	12-08-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	06-16-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
STREET TREE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

PROJECT NO. ZC.21021
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JCS
DRAWING FILE: 21021-4 SHEETS 21021 SERIES.DWG

SHEET LA13 OF 14

PLANNING BOARD
STAFF REPORT
Tattersall, Phase 1 Preliminary Plat
Project Number: PP-2023-041

PLANNING BOARD DATE:	February 8, 2024
TENTATIVE CITY COMMISSION DATE:	March 19, 2024 (one hearing only)
APPLICANT:	Paylin Tymber 1 and 2, LLC, property owner
LOCATION:	304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road
REQUEST:	Preliminary plat approval for 75 single-family lots within the Tattersall subdivision (phase 1). The Planned Residential Development (PRD) development order issued with Ordinance 2022-33 approved 129 lots of approximately 84.14 acres.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Steven Spraker, AICP, Planning Director
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is an application submitted by Paylin Tymber 1 and 2, LLC, property owner, for a Preliminary Plat for phase 1 of the Tattersall subdivision consisting of 75 lots. The Tattersall subdivision was issued a development order with Ordinance 2022-33 for a 129-lot subdivision on approximately 84.14 acres under certain conditions. The Tattersall at Tymber Creek subdivision is located at 304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road. The remainder of the lots would be platted with a phase 2 plat to be reviewed and acted upon separately of this application. The preliminary plat allows the construction of subdivision improvements and division 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.

SECTION 2, BACKGROUND:

The subject property has a land use designation of “Suburban Low Density Residential” (SLDR) for 67.54 acres and “Open Space/Conservation” (OS/C) for 16.6 acres. The zoning classification is Planned Residential Development. The land use and zoning maps of the subject property are included in ATTACHMENT 2.

The following is a summary of the past development review and approval for the 84.14 acres included in the proposed Tattersall at Tymber Creek subdivision:

- On October 18, 2005, the City Commission approved Ordinance 2005-35 annexing 37.9 acres into the City from unincorporated Volusia County. The annexed land is directly north of the original Marshside subdivision of 46.24 acres.
- On November 14, 2006, the City Commission approved Ordinance 2006-09 authorizing the zoning approval of 68 lots (80’ X 110’) on 46.24 acres (1.47 gross units per acre). The Ordinance also allowed the provision of additional outdoor recreational square footage in lieu of indoor recreational facilities and required the construction of a sidewalk along Airport Road.
- On November 18, 2008, the City Commission approved Ordinance 2008-54 amending the Future Land Use Map of the Comprehensive Plan designation of the 37.9 acres that was annexed in 2005 as follows:
    1. The Future Land Use Map amendment for 21.3 acres from Volusia County “Rural” to “Suburban Low Density Residential”.
    2. The Future Land Use Map amendment for 16.6 acres from Volusia County “Environmental System Corridor” to “Open Space/Conservation”.
    3. A Future Land Use Map density restriction for the subdivision lands with the land use of “Suburban Low Density Residential” of 3.47 units per acre on 67.54 acres.
- On February 4, 2013, the City Commission acted upon the rezoning and Planned Residential Development amendment incorporating an additional 37.9 acres of land area into the Marshside Planned Residential Development. The application sought to:
    1. Rezone the annexed land, approximately 37.9 acres, from Volusia County A-2 (Rural Agriculture) and RC (Resource Corridor) to the Ormond Beach Planned Residential Development (PRD) zoning designation.

2. Amend the original Marshside PRD to include the annexed 37.9 acres for a total project size of 84.14 acres. The project proposes the phased development of 163 lots that are 60’ in width and 110’ in depth.

The City Commission approved the rezoning of 37.9 acres from Volusia County A-2 (Rural Agriculture) and RC (Resource Corridor) to the Ormond Beach Planned Residential Development (PRD) zoning designation. The City Commission denied the request to amend the Planned Residential Development to allow the phased development of 163 lots that are 60’ in width and 110’ in depth. Key issues discussed included:

1. Increasing the subdivision density by allowing a lot size less than 80’ in width;
2. Traffic impacts of the two elementary schools in close proximity to the proposed subdivision;
3. Development should be compatible with the surrounding subdivisions;
4. Flooding concerns and stormwater management; and
5. The Planning Board recommendation (denial 6-1) that the lot widths should remain at 80’ in width as approved with the original 2006 development plan. Denial was also recommended due to the issue of traffic related to the two elementary schools, Pathways and Pine Trail, and the planned widening of Tymber Creek Road were discussed.

- The project’s original approval of 68 lots on 46.24 acres expired on November 14, 2014.
- On November 5, 2018, the City Commission denied the execution and issuance of a Planned Residential Development (PRD) development order to allow 144 single-family lots. Key items discussed in the denial of the development order included:
  1. Lots that were less than 80’ in width. The application proposed 29 lots from 60’ to 69’ in width, 86 lots from 70’ to 79’ in width and 29 lots that are above 80’ in width;
  2. Request to reduce the required 40’ perimeter setback;
  3. Concerns with traffic;
  4. Concerns with flooding;
  5. A memo of agreement between CANDO2 and the Edward James Corporation; and
  6. Planning Board denial (3-2) that occurred on September 13, 2018.
- On January 18, 2022, the City Commission denied (4-1) the execution and issuance of a Planned Residential Development (PRD) development order to allow 143 single-family lots. Key items discussed in the denial of the development order included:
  1. Concerns with stormwater;
  2. Testimony of individuals regarding stormwater concerns and traffic;
  3. Environmental impact on wildlife;
  4. Proposed entry signage which required a waiver; and

5. Planning Board recommendation of denial (6-1) based on concerns of school impacts, traffic, environmental impact, stormwater/flooding, and density.

- ❖ On July 12, 2022, a submittal was made by the application for a Planned Residential Development application for 129 lots and associated subdivision improvements.
- ❖ August 23, 2022, a neighborhood meeting for the current application was conducted regarding the proposed subdivision. Key items discussed included:
  1. Traffic along Airport Road and Tymber Creek Road;
  2. Stormwater and compensating storage; and
  3. Discussion of the number of homes and if they could be reduced.
- ❖ On September 8, 2022, the Planning Board recommended approval of development order for the zoning approval of 129 lots and associated subdivision improvements. There were eight (8) individuals who addressed the Planning Board on the following topics:
  1. Stormwater impact;
  2. Impact to Quality of Life;
  3. Traffic;
  4. Environmental impact;
  5. Flooding impact to other properties; and
  6. Property needs to remain as a natural area.

  The Planning Board discussed stormwater, floodplain, traffic and project design. Planning Board members commented that the project has been improved from past submittals.
- ❖ On October 18, 2022 and November 1, 2022, the City Commission approved a development order, Ordinance 2022-33, for the zoning approval of 129 lots and associated subdivision improvements under certain conditions.
- ❖ January 18, 2024, the project team conducted a neighborhood meeting for the preliminary plat application. Typically, preliminary plats are not required to conduct neighborhood meetings but based upon the past approval process the neighborhood meeting was discussed at the zoning level and required. The applicant's notes of the neighborhood meeting are included in ATTACHMENT 1. Within the neighborhood meeting there was a discussion on advertising and a request to provide abutter letters (not a requirement of the preliminary plat) which has been completed.

SECTION 3, SUBDIVISION PROCESS:

The City's Land Development Code requires that any subdivision of lands within the "Suburban Low Density Residential" land use designation with lots of less than two acres (one acre if connecting to water and sewer) be approved through the Planned Residential Development process. The zoning map amendment to designate the Tattersall at Tymber Creek land area to the Planned Residential Development zoning category occurred in

2013. In order to subdivide land less than one acre within the "Suburban Low Density Residential" land use category, a three-step process is required. The steps are as follows:

1. Planned Residential Development (PRD) Development Order: This process requires the applicant to provide a holding capacity analysis, flood zone information, proposed lot layout, recreation areas, phasing plan, generalized areas of stormwater, road layouts, and landscaping buffers. The PRD Development Order does not require the applicant to provide detailed engineering information regarding the application. The detailed engineering work is not done until the Preliminary Plat approval process. The application for a development order is reviewed under criteria within the analysis section and the application can be approved, approved with conditions, or denied based on the evaluation of the criteria.

   Under the City's Land Development Code, the Planned Residential Development becomes the zoning district of the project site. The zoning designation for this property occurred in 2013 and there is no development order associated with the Planned Residential Development. The purpose of the land use and PRD zoning classification was to consider the land capacity and to reduce subdivision density. The Planned Residential Development (PRD) development order becomes a contract between the developer and the city, and identifies the overall development concept, the number and size of lots and the location of the lots.

2. Preliminary Plat: After a Planned Residential Development has been approved, the following is required: (1) the applicant's engineered designs and drawings in terms of the stormwater design, utilities, lot grading, and road layout and (2) the preparation of a preliminary plat document from a licensed surveyor. 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.

   It is important to note that the number of lots, landscape buffers, transportation, utility, and school concurrency were approved as part of the issuance of the PRD development order. The current application is for phase 1 only (75 lots) and the remainder of the lots would require a separate preliminary plat application, review and approval. The purpose of the preliminary plat review is to determine compliance with the approved PRD development order. There are two (2) options for development once a preliminary plat has been approved:

   Option 1 - Proceed with the application for construction for completion of the required subdivision improvements prior to recording the final plat (LDC, Section 4-18(8)(a)). When the required subdivision improvements are complete, the final plat along with the subdivision documents would be submitted by the applicant to the Site Plan Review Committee (SPRC). The final plat would be reviewed by the Planning Board and acted upon by the City Commission. If approved, the plat would be recorded.

   Option 2 - Proceed with final plat review and approval, with the completion of required improvements after recording the plat (LDC, Section 4-18(8)(b)). 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 reviewed by the Planning Board and acted upon by the City Commission. If approved, the plat would be recorded.

3. Final Plat: The final plat is a legal document that is reviewed by the Site Plan Review Committee (SPRC), an independent City Surveyor and the City's Legal Department to ensure compliance with State Statutes. Final plats are reviewed by the Planning Board and acted upon by the City Commission.

SECTION 4, ANALYSIS:

The subject property has a land use designation of "Suburban Low Density Residential" (SLDR) for 67.54 acres and "Open Space/Conservation" (OS/C) for 16.6 acres. The current application is for phase 1 only (75 lots) and the remainder of the lots would require a separate preliminary plat application, review and approval. The zoning classification is Planned Residential Development. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning

Direction	Current Land Uses	Future Land Use Designation	Zoning
North	Single-Family Residential	Volusia County (VC) "Rural" and "Environmental Systems Corridor"	VC "A-2 (Rural Agriculture)" and "RC (Resource Corridor)"
South	Airport Road, Residential	VC "Urban Low Density"	VC "MH-4 (Rural Mobile Home)"
East	Tymber Creek Road, Residential	VC "Urban Low Density"	VC "MH-4 (Rural Mobile Home)"
West	City property	"Public/Institutional" and "Recreation/Open Space"	"SR (Suburban Residential)"

Key aspects of the overall Tattersall at Tymber Creek subdivision plans include:

1. The total project size is 84.14 acres.
2. The development of lots is proposed to be phased and consists of 129 lots. The phasing plan is as follows:
    - Phase 1 – 75 lots.
    - Phase 2 – 54 lots.
3. Subdivision Density:

EXHIBIT 2: Subdivision density

Type of density	Units per acre	Number of units (maximum)
Holding capacity (Soils, floodplain, and utilities)	2.95	248
Land use restriction (Ordinance 2008-54)	3.47	234
Gross density (Number of project acres divided by number of lots)	1.53	129
Net density (SLDR land use area only)	1.91	129

The proposed gross density is 1.53 units per acre. The density within the "Suburban Low Density Residential" land use area is 1.91 units per acre.

4. All lots shall be 80' in width. The 80' width is required per the PRD development order.
5. Phase 1 of the site plan includes an exhibit showing a conveyance swale of 50' going from Leeway Trail (across the city parcel) connecting to Groover Branch. This swale includes inlets on either side of Leeway Trail to allow water to flow under Leeway Trail. The swale shall be constructed by the applicant and upon completion and acceptance provided to the city for maintenance. The swale would provide a dedicated path to ensure off-site stormwater is not blocked. The swale has natural areas on either side for the lot on Leeway Trail and the Tattersall lots. The conveyance swale was provided based upon public input during the PRD development order.
6. The setbacks for the project are as follows:

   Rear: 20'

   Rear (accessory): 5'

   Side: 7.5' to total 15'

   Side (accessory): 5'

   Side Corner: 25'

   Front Yard: 25'
7. The maximum building coverage is 50%. The maximum lot coverage is 70%.
8. The maximum building height is 35 feet.
9. The subdivision shall have access from Airport Road and Tymber Creek. Both access points are shown as full access.
10. The project has reserved land, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County.
11. A traffic study was performed with the original project by the project traffic engineer and reviewed by an independent traffic consultant hired by the city. The traffic concurrency was vested with the PRD development order.

12. A six (6') foot sidewalk is proposed along Airport Road to Leeway Trail (beyond the project limits) to allow a walkable path to Pathways Elementary.
13. The project proposes internal sidewalks on both sides of the streets within the Tattersall at Tymber Creek subdivision.
14. An Environmental Assessment Analysis was performed by Zev Cohen and Associates as part of the PRD development order. Zev Cohen staff performed field analysis of the property. A total of 15.16 acres of wetlands exists on the Tattersall at Tymber Creek property. As designed, the project would have 2.44 acres of direct impacts to on-site wetlands.
15. Wetland 4 within the Environmental Assessment includes a channelized wetland known as Groover Branch. Groover Branch discharges south and connects offsite to the Tomoka River.
16. The water conservation plan during the design utilizes reuse water for irrigation throughout the site.
17. The property lies within Flood Zone X (area of minimal flood hazard), Flood Zone A (Special Flood Hazard Area), a regulatory floodway, and Flood Zone shaded X (a 0.2% annual chance flood area).
18. There are 13 historic trees on-site and all are proposed to be saved.
19. The project landscape buffers are as follows:
    A. West (abutting city property). Required: 10'. Provided: 40' natural area.
    B. Airport Road. Required 20'. Provided: Minimum of 40', varies along frontage.
    C. North Tymber Creek Road. Required 20'. Provided: Minimum of 40', varies along frontage.
    D. North (abutting single-family). Required: 10'. Provided: minimum 40' natural area, ranges.

Within the Planned Residential Development (PRD) development order approval item, the following items were identified as exceeding the Land Development Code requirements:

1. The landscape buffer along Airport Road that is required to be 20' in width, a minimum of 40' in width of natural area will be provided;
2. The landscape buffer along North Tymber Creek Road that is required to be 20' in width, a minimum of 40' in width of natural area will be provided;
3. The landscape buffer to the city parcel (west of property) is required to be 6', a minimum 40' in width of natural area will be provided;
4. The landscape buffer along the north property boundary is required to be 20' in width and a minimum 40' in width of natural area will be provided;
5. The project has reserved land of 32' feet in depth, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County;

6. There will be construction of the Airport Road sidewalk from the property boundary to Leeway Trail;
7. Natural areas: 12.69 acres required outside of wetlands and buffers and 15.77 acres will be provided. There is an additional 16.7 acres of natural areas. The total natural area is approximately 38.5% of the total site;
8. Recreation area: 11,610 square feet of outdoor recreation area is required and 26,572 square feet is proposed;
9. The architectural controls of the subdivision will be provided; and
10. The conveyance swale from Leeway Trail to Groover Branch will be constructed.

SECTION 5, 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 for Tattersall, Phase 1, 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 for the entire subdivision. The stormwater management have been reviewed by city engineering staff and shall also require a stormwater permit form the Saint Johns River Water Management District. The project has demonstrated with the stormwater reports that the subdivision design will discharge less water and at a slower rate of discharge than what the vacant site is discharging today. The site plan has accepted any stormwater flow that comes onto the property, provides stormwater retention areas, and provides compensating storage stormwater pond.

(3) Consistency with the approved development order or zoning district for the property under application.

The Tattersall at Tymber Creek Planned Residential Development (PRD) development order, Ordinance 2022-33, is included in ATTACHMENT 5. The purpose of the preliminary plat review is to determine compliance with the approved PRD development order and the proposed preliminary plat is consistent with the zoning approval. It is important to note that the number of lots, landscape buffers, transportation, utility, and school concurrency were approved as part of the issuance of the PRD development order. It is the determination of the Site Plan Review Committee that the Tattersall, Phase 1 preliminary plat is consistent with Ordinance 2022-33.

(4) Consistency with the provisions of the Land Development Code.

The property is designated “Suburban 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. There are adequate water and sewer services to the subdivision. The Tattersall, Phase 1 preliminary plat submittal complies with the Land Development Code, Comprehensive Plan, and Tattersall at Tymber Creek Planned Residential Development (PRD) development order.

SECTION 6, RECOMMENDATION:

It is recommended that the Planning Board **APPROVE** the preliminary plat for a 75-lot subdivision titled “Tattersall, Phase 1” located at 304 North Tymber Creek Road, 370 North Tymber Creek Road, and 2099 Airport Road. The preliminary plat is consistent with the approved Planned Residential Development zoning (Ordinance 2022-33). The phase 2 plat would require separate preliminary plat approval.

Attachments:

Attachment 1: Neighborhood meeting summary
Attachment 2: Project maps
Attachment 3: Preliminary plat
Attachment 4: Subdivision construction plans
Attachment 5: Ordinance 2022-33

ATTACHMENT 1

Neighborhood meeting summary from the applicant

Memorandum

To: Steven Spraker, Planning Director, City of Ormond

From: Mark A. Watts, CobbCole

Re: Summary of Tattersall Preliminary Plat Neighborhood Meeting

Date: January 19, 2024

Steven,

Thank you for attending the above referenced neighborhood meeting last night. I estimated the number of attendees to be around 40 people. The sign-in list is attached for your records. Here is my summary of the primary issues discussed:

Flooding Concerns:

I believe the stormwater and flooding concerns discussed can be grouped into three general groups.

- First, several residents that own property along Grover Branch south of Tymber Creek Road (i.e. downstream of the Tattersall site) expressed concern regarding an increase in the amount of water that will drain in their direction in the post-development condition and the lack of organized maintenance for the stretch of Groover Branch from Tymber Creek to the confluence with the Tomoka River. We advised them of the general City and St. Johns River Water Management District regulations that prohibit an increase in the rate or volume of stormwater leaving the project site in the post-development condition. We also reiterated that while the project does not have the authority to conduct maintenance work south of Tymber Creek Road, it would at least improve maintenance for the section within the project boundary. Finally, we advised them that speaking with the City or County might be the appropriate avenue for establishing an ongoing maintenance schedule or program for the downstream section of Groover Branch.
- Second, several residents northwest of the Tattersall project site expressed concern about flooding conditions adjacent to their large lot, rural neighborhood that they state ultimately drain into Groover Branch upstream of the project site. We advised them that our project has coordinated with the City to try and alleviate some of the over the road flooding discussed in prior meetings over Leeway Trail that do not result from our client's proposed development. We detailed plans for the culvert that will be installed under Leeway Trail and the associated stormwater swale that our client agreed with the City to construct on the City property leading into the Tattersall project site. We also discussed during the meeting and in one-on-one conversations after the meeting concluded some alternatives for coordinated maintenance that the landowners in that area could pursue. We advised them of the process for establishing a special assessment district and suggested that they follow up with the City and County, as appropriate.

- Finally, several residents adjacent to the project site across Tymber Creek and Airport Roads expressed concern that the import of fill and elevation of homesites on the project site would divert stormwater toward their properties. Randy Hudak detailed the design of the onsite stormwater system and how stormwater will be directed away from their properties by the planned improvements. We also reiterated both the City and St. Johns Water Management District regulations requiring the project to equalize or improve the pre and post development conditions with respect to the volume and velocity of the stormwater both entering and exiting the project site.

Traffic:

- There were general comments regarding traffic conditions in the area. We provided an overview of the concurrency and proportionate fair share process and advised them that the project had already conducted a traffic impact analysis as required by the City, County and TPO guidelines and determined the project's proportionate fair share liability. We also advised them that the PFS agreement for the project had already been reviewed and approved. Several traffic comments also mentioned the volume of school traffic in the area around the project site and asked how entering and exiting traffic from the project site would interact with that traffic.
- Several residents across Tymber Creek Road from the project site also asked how the proposed entry and associated turn lanes would impact their ability to access Tymber Creek Road. We advised them that the project would not be modifying their access, and that access would remain unchanged from their properties.

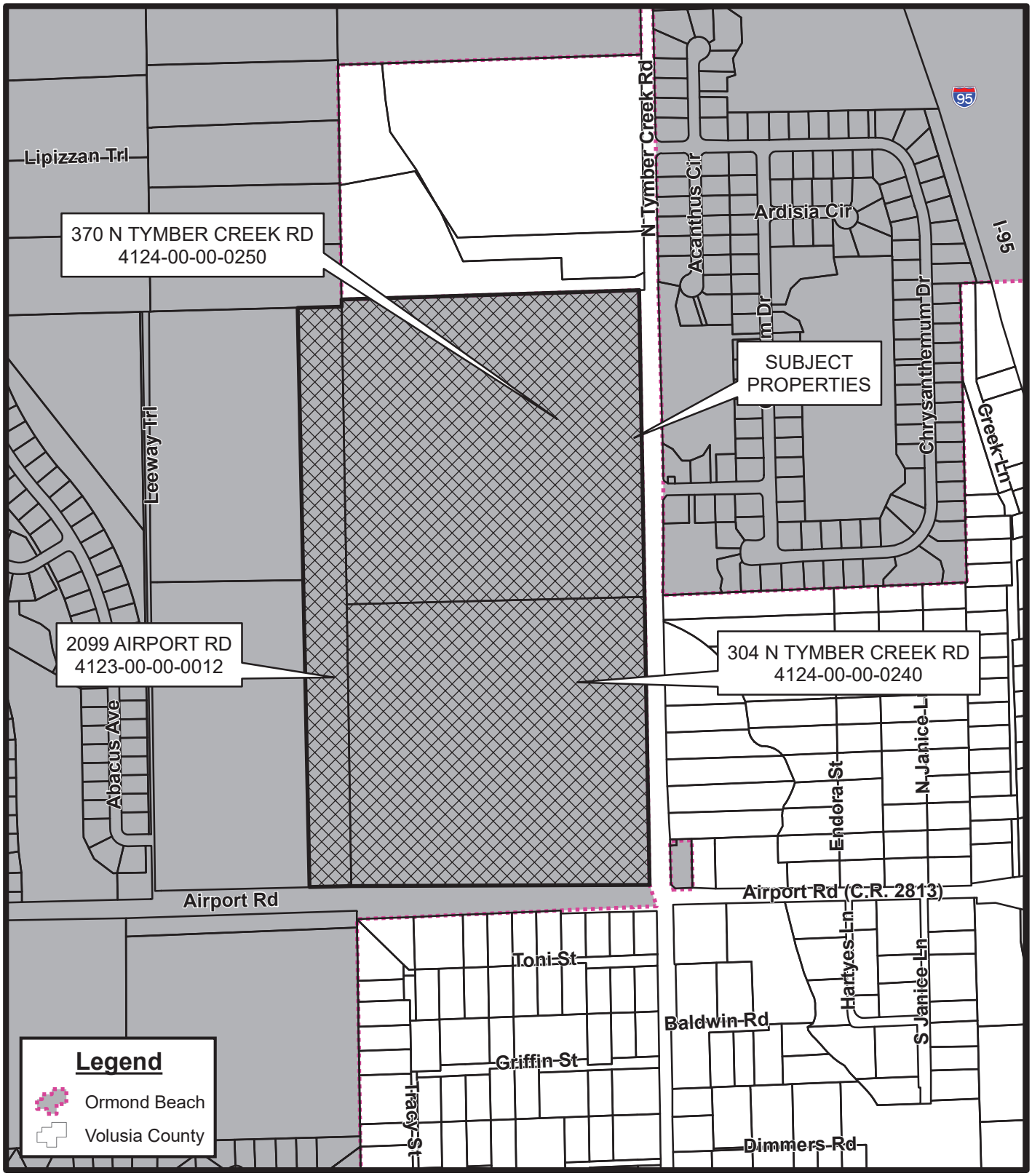
Miscellaneous Concerns:

- A few residents expressed concerns about displaced wildlife on the project site. We advised them that the area around Groover Branch across the project site would be placed into a conservation easement as part of the City and St. Johns River Water Management District permitting processes. We also advised them that all protected species would be protected as required by applicable regulatory programs. We also advised that the City and County, together with other cities, district and state governments have focused on establishing and protecting a connected wildlife corridor in the County and that approximately 1/3 of the land area in Volusia County is specifically protected for to preserve environmental features and to provide connected habitat for wildlife.

Please let me know if you have notes on any other relevant points raised during the discussion. Thank you again for attending and encouraging us to hold another meeting so the area residents can understand the process and how the project permitting will be handled moving forward.

ATTACHMENT 2

Location map and overall Tattersall subdivision maps



TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD AND 2099 AIRPORT RD
LOCATION MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021

N
W E
S
N.T.S.

AERIAL MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021

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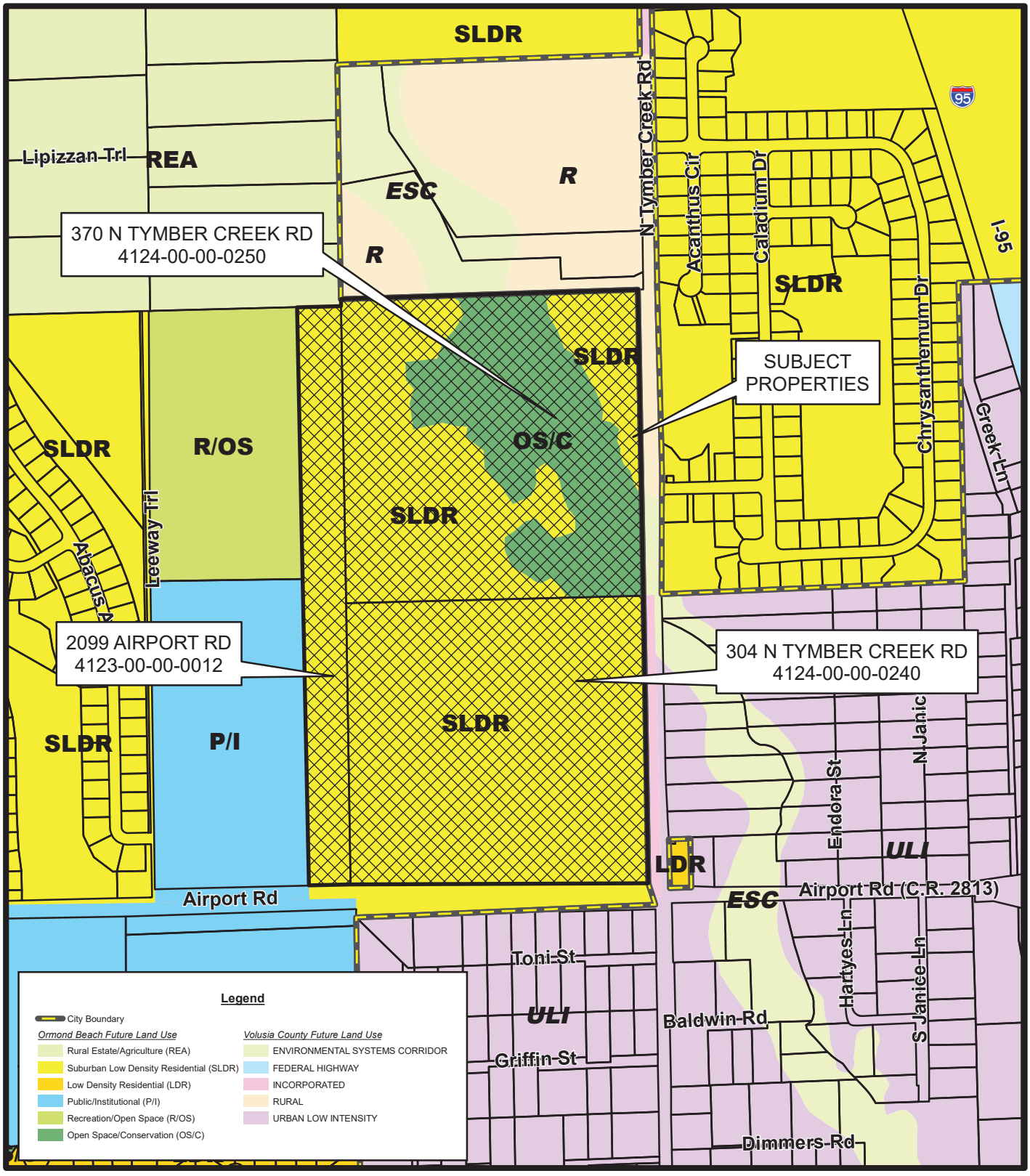
N.T.S.



FUTURE LAND USE MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD AND 2099 AIRPORT RD

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021

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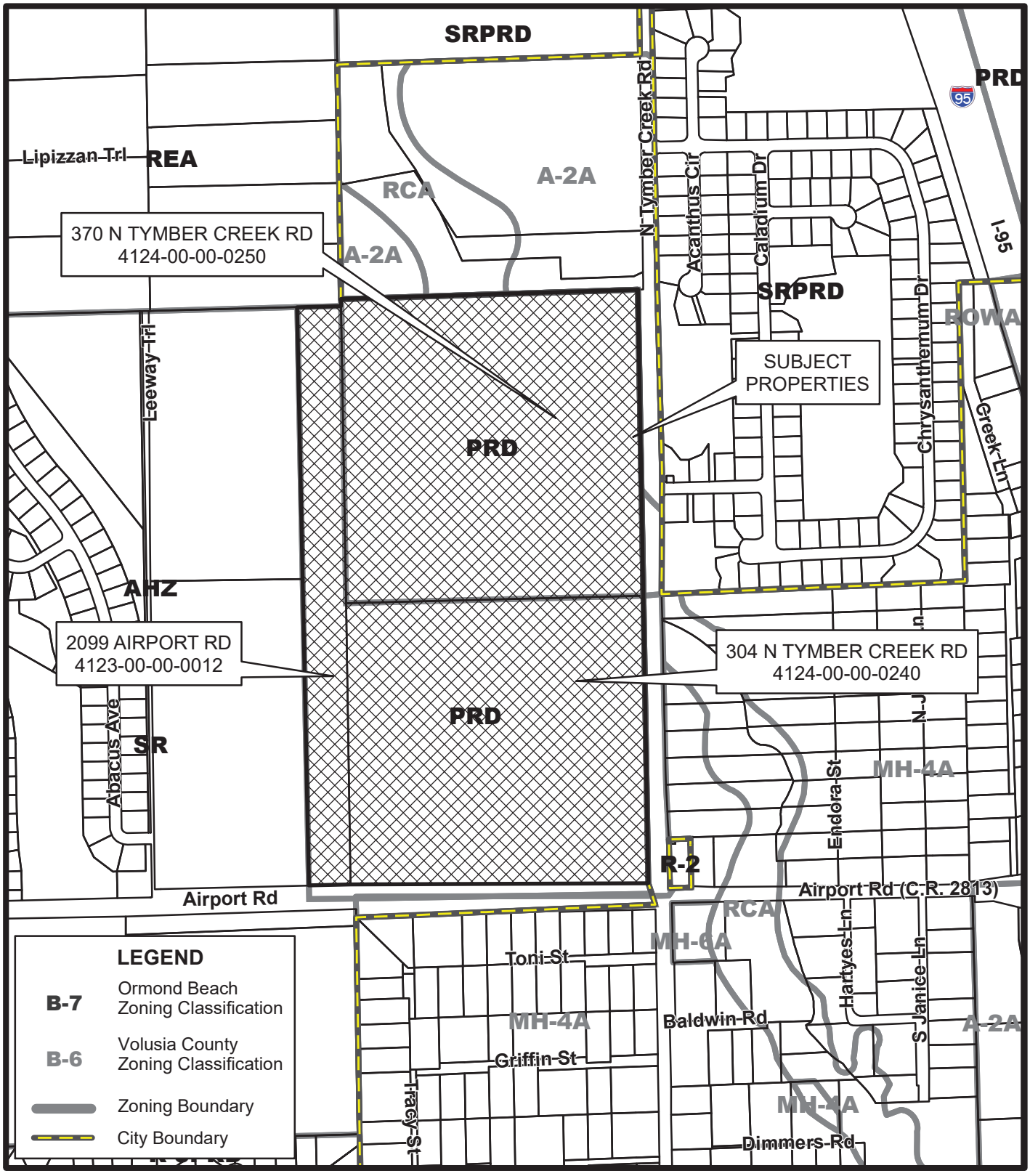


ZONING MAP
TATTERSALL AT TYMBER CREEK
304 N TYMBER CREEK RD, 370 N TYMBER CREEK RD
AND 2099 AIRPORT RD

Prepared By: The City of Ormond Beach
G.I.S. Department - October 15, 2021

N
W E
S
N.T.S.

Tattersall at Tymber Creek aerial map

ATTACHMENT 3

Preliminary Plat

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____PAGE _____

GENERAL NOTES:

1. THE USES AS STATED IN THE DEDICATION SHALL BE FOR COMMON AREAS, TRACTS AND FOR DRAINAGE EASEMENTS CROSSING THROUGH LOTS TO PONDS AND WETLANDS NOW LOCATED IN THE AREAS SHOWN AS TRACT A STORMWATER, TRACT B STORMWATER, TRACT C STORMWATER AND TRACT D STORMWATER. ADDITIONAL USES AND PURPOSES MAY ALSO BE FOUND IN THE COVENANTS, CONDITIONS AND RESTRICTIONS TO BE RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
2. THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 01°06'32" EAST ALONG THE WESTERLY RIGHT OF WAY OF TYMBER CREEK ROAD, AS NOW SURVEYED AND ESTABLISHED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM 1983(2011) AND WAS ESTABLISHED USING USING GPS RTK OBSERVATIONS WITH FDOT-FPRN BASELINE CORRECTIONS.
3. THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS THAT PERTAIN TO "TATTERSALL AT TYMBER CREEK HOA", WILL BE RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.
4. ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA IS 1 US FT = 0.304800609601 M.
5. WETLANDS SHOWN HEREON WERE TAKEN FROM AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY GEOPOINT SURVEYING, INC. DATED 4/29/21 WITH A REVISION DATE OF 01/24/23.
6. DIMENSIONS SHOWN ARE DEED DISTANCE UNLESS NOTED AS (M) FOR THE MEASURED DIFFERENCE, OR (C) FOR THE CALCULATED DISTANCE.
7. 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 SHOWN ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8. PERMANENT CONTROL POINTS (PCP) AS REQUIRED BY CHAPTER 177.091(8) WILL BE SET AFTER THE FINAL CONSTRUCTION OF THE ROADS.
9. LOT CORNERS WILL BE SET AT THE TIME AS REQUIRED BY CHAPTER 177.091(9) FLORIDA STATUTES.
10. LANDSCAPE AND IRRIGATION WITHIN THE COMMON AREAS AND ANY STREET ISLANDS, INCLUDING CURBING, WILL BE MAINTAINED BY THE "TATTERSALL AT TYMBER CREEK HOA".
11. COMMON AREAS FOR TRACTS THAT ARE DESIGNED TO REMAIN NATURAL PRESERVATION ARE TO BE LEFT IN THEIR NATURAL STATE WITH NO TREE REMOVAL IN THESE AREAS. MAINTENANCE OF THESE AREAS CAN BE PERFORMED BY THE "TATTERSALL AT TYMBER CREEK HOA" AS APPROVED BY THE CITY OF ORMOND BEACH LANDSCAPE ARCHITECT.
12. TRACT "U" IS A PART OF PHASE 1 AND WILL BE MAINTAINED BY THE CITY OF ORMOND BEACH.
13. ALL LOT LINES ARE RADIAL UNLESS NOTED OTHERWISE AS INDICATED BY (NR).
14. THIS PROPERTY LIES WITHIN FLOOD ZONE X, AREAS OF MINIMAL FLOOD HAZARD, FLOOD ZONE A, NO BASE FLOOD ELEVATION AND FLOOD ZONE AE, BASE FLOOD ELEVATION 19, PER THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAPS, NFIP FIRM MAP NO. 12127C0194J WITH A REVISED DATE OF FEBRUARY 19, 2014.
15. THE 10.00 FOOT FRONT LOT UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIED, 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 DOES 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, F.S. 177.091 (28).
16. SITE INFORMATION:

ZONING: PRD - PLANNED RESIDENTIAL DEVELOPMENT

TOTAL LOTS 75

MINIMUM SETBACKS:

FRONT = 25'
SIDE = 7.5'
SIDE CORNER = 25'
REAR = 20'
PERIMETER SETBACK = 40'

PROPERTY DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING THREE PARCELS OF LAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY FLORIDA, EXCEPTING THEREFROM THE EASTERLY 33 FEET IN HULL ROAD. A 66 FOOT STREET AS NOW LAID OUT, ALSO SUBJECT TO AN EASEMENT OVER AND UPON THE SOUTHERLY 25 FEET THEREOF, ALSO EXCEPTING THEREFROM, A PORTION FROM THE WEST ONE QUARTER (1/4) OF SAID SECTION 24, AS THE POINT OF BEGINNING, RUN NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.25 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°19'45" EAST A DISTANCE OF 1348.62 FEET; THENCE SOUTH 01°27'18" EAST A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF SAID SECTION 24; THENCE FOLLOWING SAID SOUTH LINE SOUTH 87°31'05" WEST A DISTANCE OF 1347.82 FEET TO THE WEST ONE QUARTER (1/4) OF SECTION 24 AND THE POINT OF BEGINNING.

PARCEL B:

A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EAST ONE QUARTER (1/4) OF SAID SECTION 23, RUN NORTH 01°56'27" WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°56'27" WEST ALONG THE EAST LINE A DISTANCE OF 2516.66 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 87°52'34" WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 197.43 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 01°56'27" EAST A DISTANCE OF 2515.42 FEET, THENCE NORTH 88°19'45" EAST, A DISTANCE OF 157.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:

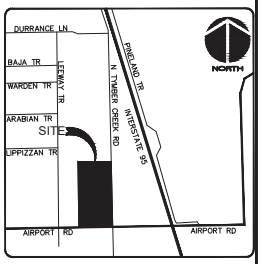
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST1/4 OF SAID SECTION 24, THENCE NORTH 00°52'02" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.27 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE PER OFFICIAL RECORD BOOK 3252, PAGE 1018 THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1264.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 66.00 FOOT WIDE RIGHT-OF-WAY, THENCE NORTH 00°45'48" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 44°19'08" WEST A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

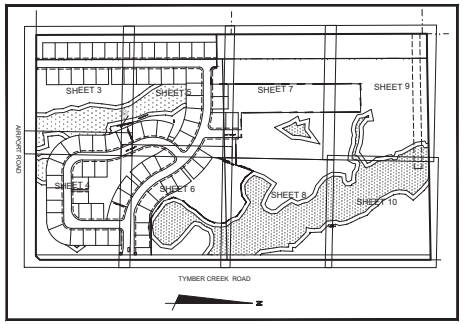
PARCEL 2:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 87°12'58" EAST ALONG THE NORTH LINE OF SAID SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1297.11 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH TYMBER CREEK ROAD; THENCE SOUTH 01°53'40" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1288.22 FEET; THENCE SOUTH 88°32'17" WEST 1295.97 FEET TO THE WEST LINE OF SAID SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1258.30 FEET TO THE POINT OF BEGINNING.



VICINITY MAP (NOT TO SCALE)



KEY MAP

400' 0 400' 800'
SCALE 1 INCH = 400 FEET

SYMBOLS AND DESCRIPTIONS

⊕	PCP - SET NAIL AND DISK LB8179
⊞	SET 18" X 1/2" IRON ROD WITH DISK MARKED "PRM" & LS6994
◉	PC AND PT DESIGNATORS

ABBREVIATIONS

AC.	=	ACRES
CHD	=	CHORD
D.&U.E.	=	DRAINAGE & UTILITY EASEMENT
FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION+
FPRN	=	FLORIDA PERMANENT REFERENCE NETWORK
GNSS	=	GLOBAL NAVIGATION SATELLITE SYSTEM
PC	=	POINT OF CURVATURE
PCC	=	POINT OF COMPOUND CURVE
PCP	=	PERMANENT CONTROL POINT
PG/PGS	=	PAGE/PAGES
PI	=	POINT OF INTERSECTION
PRC	=	POINT OF REVERSE CURVE
PRM	=	PERMANENT REFERENCE MONUMENT
PSM	=	PROFESSIONAL SURVEYOR AND MAPPER
PT	=	POINT OF TANGENCY
RTK	=	REAL TIME KINEMATICS
SQ. FT.	=	SQUARE FEET
R/W	=	RIGHT OF WAY

SHEET 1 OF 10

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ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490 - LB#8179

CITY ENGINEER CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____THIS PLAT WAS APPROVED BY THE CITY ENGINEER, CITY OF ORMOND BEACH.

BY: _____
ALEX SCHUMANN, CITY ENGINEER
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND SHOWN HEREON, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE INFORMATION SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177.091. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091(7) CONCERNING THE "PERMANENT REFERENCE MONUMENTS", THAT THE LAND SHOWN HEREON LIES WITHIN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA. AND THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND MAPPER IN THE STATE OF FLORIDA.

_____
JOSEPH JAY WOOLDRIDGE, PSM NUMBER 6994
ATLANTIC DRAFTING & SURVEYING, INC.
1362 N. US HWY 1, SUITE 304
ORMOND BEACH, FLORIDA 32174
PHONE: 386-264-8490

CERTIFICATE OF SURVEYOR AND MAPPER REVIEWING THIS PLAT FOR THE CITY OF ORMOND BEACH

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND THAT I HAVE REVIEWED THIS SURVEY AND PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____
CITY REGISTERED SURVEYOR
SURVEYOR'S NAME, LICENSE NUMBER
SURVEYOR'S COMPANY
COMPANY ADDRESS

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT PAYLIN TYMBER 1 AND 2, LLC, BEING THE OWNER OF THE LANDS DESCRIBED AND SHOWN ON THIS PLAT ENTITLED "TATTERSALL SUBDIVISION - PHASE I", LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USES AND PURPOSES SHOWN HEREON, AND DEDICATES ALL STREETS, PUBLIC DRAINAGE EASEMENTS, TRACT U DRAINAGE AND MAINTENANCE EASEMENT, TRACT L LIFT STATION AND RIGHT-OF-WAYS TO THE CITY OF ORMOND BEACH, A FLORIDA MUNICIPAL CORPORATION.

STORMWATER AREAS AND DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE "TATTERSALL AT TYMBER CREEK HOA", THE "HOA", FOR THE USES AND PURPOSES DESCRIBED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS. THE DEDICATION OF THE PONDS AND DRAINAGE EASEMENTS TO THE "HOA" IS SUBJECT TO THE RIGHT, BUT NOT THE OBLIGATION, OF THE APPLICABLE LOCAL GOVERNMENTAL ENTITY TO HAVE ACCESS TO THE DRAINAGE AREAS FOR INSPECTION, MAINTENANCE, REPAIR AND OTHER LEGITIMATE LOCAL GOVERNMENTAL PURPOSES.

PARCELS DESIGNATED AS AMENITY AREA AND TRACTS ARE DEDICATED TO THE "HOA" AND ARE INTENDED FOR USE SOLELY BY THE RESIDENTS OF TATTERSALL SUBDIVISION, AND ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC.

IN WITNESS THEREOF, JAMES W. PAYTAS, III - MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED, SIGNED, SEALED AND ATTESTED TO BY THE PERSONS NAMED BELOW:
ON THIS _____ DAY OF _____, 2023

PAYLIN TYMBER 1 AND 2, LLC

BY: _____
JAMES W. PAYTAS, III - MANAGER

SIGNED AND SEALED
IN THE PRESENCE OF:

_____ _____
PRINTED NAME

_____ _____
PRINTED NAME

STATE OF FLORIDA - COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON THIS_____DAY OF_____, 2023 JAMES W. PAYTAS, III - MANAGER OF PAYLIN TYMBER 1 AND 2, LLC PERSONALLY APPEARED AND EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THE CONSENTED ACT OF SAID COMPANY FOR THE USES AND PURPOSES EXPRESSED HEREIN.
HE IS PERSONALLY KNOWN TO ME, OR PRODUCED_____AS IDENTIFICATION.

_____
PRINTED NAME

SEAL:

NOTARY PUBLIC:
STATE OF FLORIDA
MY COMMISSION EXPIRES:
COMMISSION NUMBER:

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE_____DAY OF_____, 2023.

_____
CLERK OF THE COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CITY ATTORNEY CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED.

BY _____
RANDAL A. HAYES, CITY ATTORNEY
CITY OF ORMOND BEACH, FLORIDA

CERTIFICATE OF APPROVAL BY THE CITY OF ORMOND BEACH

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 2023 THIS PLAT WAS APPROVED BY THE CITY OF ORMOND BEACH.

BY: _____
BILL PARTINGTON, MAYOR

ATTEST: _____, _____ CITY CLERK

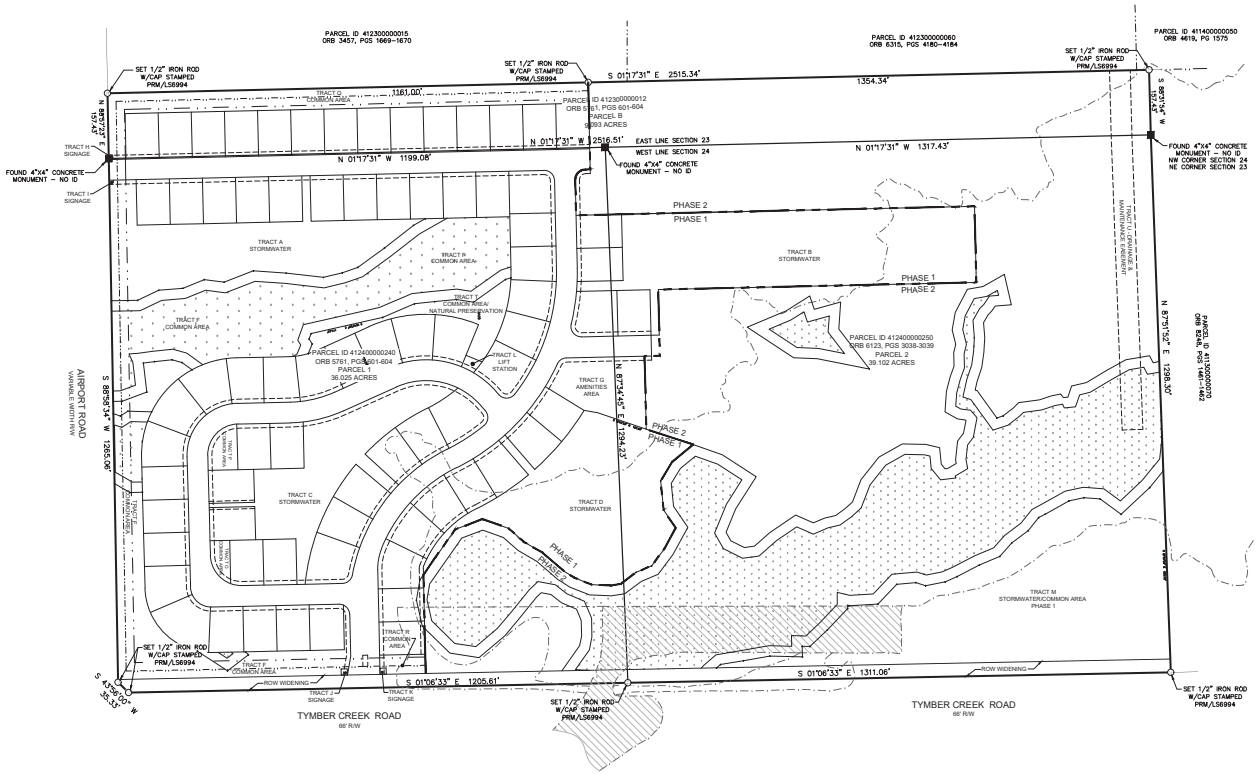
TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

150' 0 150' 300'
SCALE: 1 INCH = 150 FEET



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PHASE LINE

DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

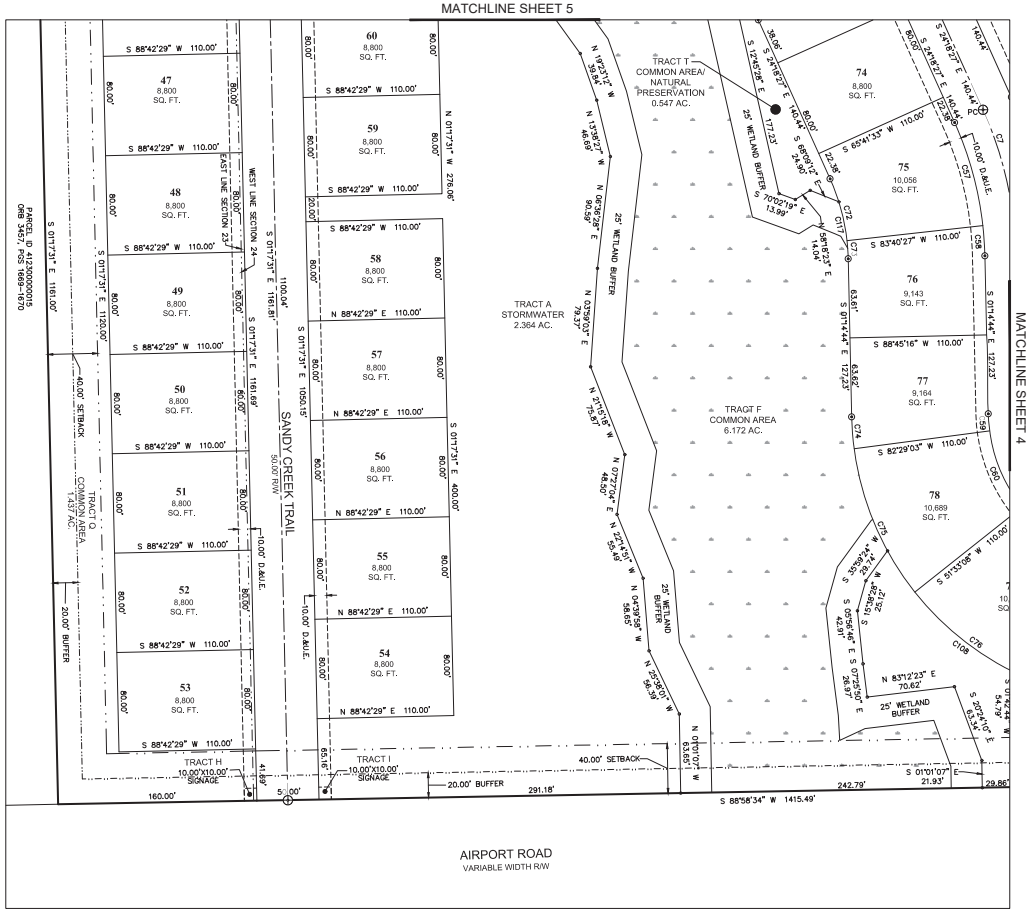
MAP BOOK _____ PAGE _____

N

50' 0 50' 100'

SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C57	86.31'	275.00'	17°58'54"	N 15°19'00" W	85.95'
C58	24.38'	275.00'	5°04'49"	N 03°47'09" W	24.38'
C59	13.68'	125.00'	6°16'12"	S 04°22'50" E	13.67'
C60	67.48'	125.00'	30°55'55"	S 22°58'54" E	66.67'
C72	51.78'	165.00'	17°58'54"	N 15°19'00" W	51.57'
C73	14.63'	165.00'	5°04'49"	N 03°47'09" W	14.63'
C76	126.87'	235.00'	30°55'55"	S 53°54'49" E	125.33'
C77	90.86'	235.00'	22°09'11"	S 80°27'23" E	90.30'
C78	60.56'	160.00'	21°41'06"	N 77°37'28" E	60.20'
C108	143.06'	235.00'	34°52'48"	N 46°09'38" W	140.86'
C117	46.57'	165.00'	16°10'11"	S 09°19'50" E	46.41'



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PHASE LINE

DENOTES WETLAND AREAS

SEE SHEET 1 FOR NOTES, SYMBOLS AND ABBREVIATIONS

TATTERSALL SUBDIVISION - PHASE 1

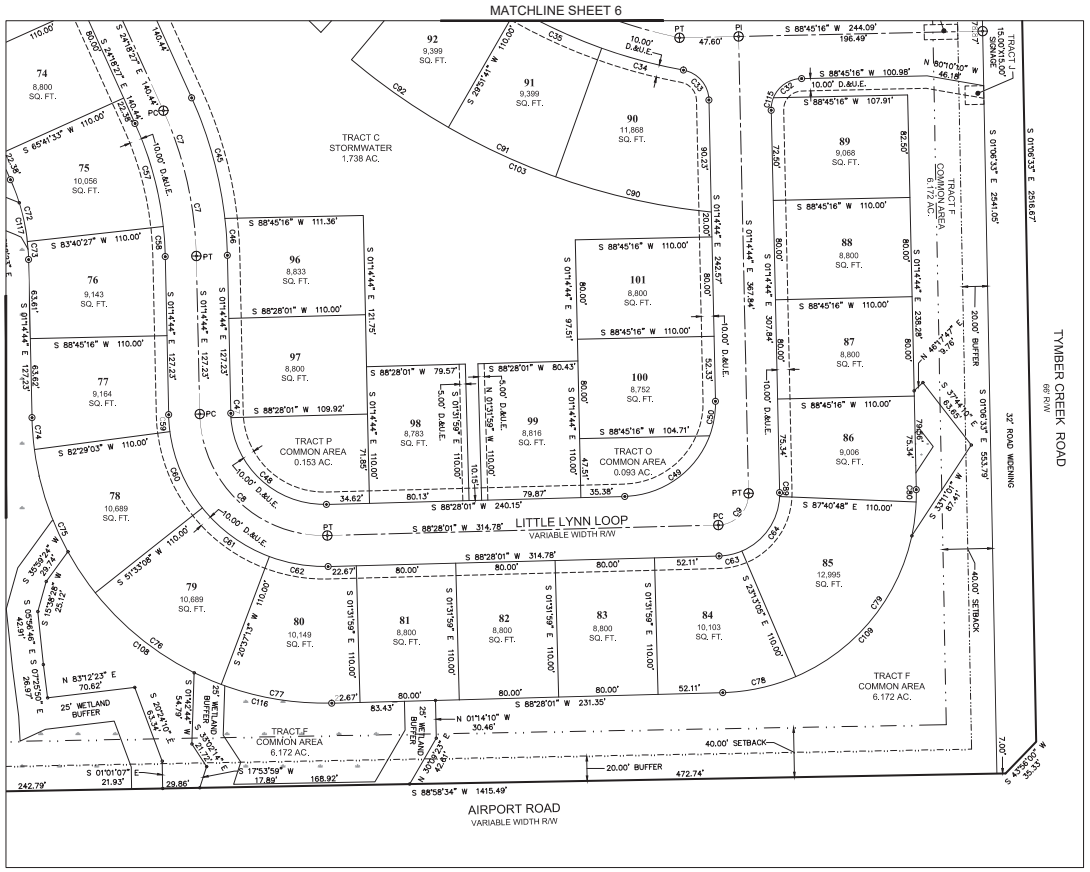
PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

60' 0 60' 100'
SCALE: 1 INCH = 60 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C7	120.75'	300.00'	23°03'43"	N 12°46'36" W	119.94'
C8	157.58'	100.00'	90°17'14"	S 46°23'21" E	141.78'
C9	39.14'	25.00'	89°42'46"	N 43°36'39" E	35.27'
C32	39.27'	25.00'	90°00'00"	S 43°45'16" W	35.36'
C33	34.16'	25.00'	78°17'50"	N 40°23'39" W	31.57'
C34	68.28'	425.00'	9°12'18"	S 74°56'26" E	68.21'
C35	75.66'	425.00'	10°11'58"	S 65°14'18" E	75.56'
C45	101.08'	325.00'	17°49'09"	N 15°23'53" W	100.67'
C46	29.74'	325.00'	5°14'34"	N 03°52'01" W	29.73'
C47	3.53'	75.00'	2°41'45"	S 02°35'37" E	3.53'
C48	114.66'	75.00'	87°35'29"	S 47°44'14" E	103.81'
C49	89.10'	75.00'	68°03'55"	N 54°26'04" E	83.95'
C50	28.34'	75.00'	21°38'50"	N 09°34'41" E	28.17'
C61	67.48'	125.00'	30°55'55"	S 53°54'49" E	66.67'
C62	48.33'	125.00'	22°09'12"	S 80°27'23" E	48.03'
C63	18.92'	50.00'	21°41'06"	N 77°37'28" E	18.81'
C64	56.25'	50.00'	64°27'43"	N 34°33'04" E	53.33'
C77	90.86'	235.00'	22°09'11"	S 80°27'23" E	90.30'
C78	60.56'	160.00'	21°41'06"	N 77°37'28" E	60.20'
C79	180.01'	160.00'	64°27'43"	N 34°33'04" E	170.67'
C80	9.96'	160.00'	3°33'57"	N 00°32'14" E	9.96'
C89	3.11'	50.00'	3°33'57"	N 00°32'14" E	3.11'
C90	128.78'	535.00'	13°47'30"	S 77°14'02" E	128.47'
C91	95.24'	535.00'	10°11'58"	S 65°14'18" E	95.11'
C92	95.24'	535.00'	10°11'58"	S 55°02'20" E	95.11'
C103	319.25'	535.00'	34°11'26"	S 67°02'04" E	314.54'
C107	47.40'	165.00'	16°27'34"	N 09°28'31" W	47.24'
C108	143.06'	235.00'	34°52'48"	N 46°09'38" W	140.86'
C109	250.53'	160.00'	89°42'46"	N 43°36'39" E	225.71'
C110	19.01'	165.00'	6°36'09"	N 21°00'23" W	19.00'
C115	10.29'	25.00'	23°34'41"	S 10°32'36" W	10.22'
C116	114.57'	235.00'	27°55'57"	N 77°34'00" W	113.43'



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PHASE LINE

DENOTES WETLAND AREAS

TATTERSALL SUBDIVISION - PHASE 1

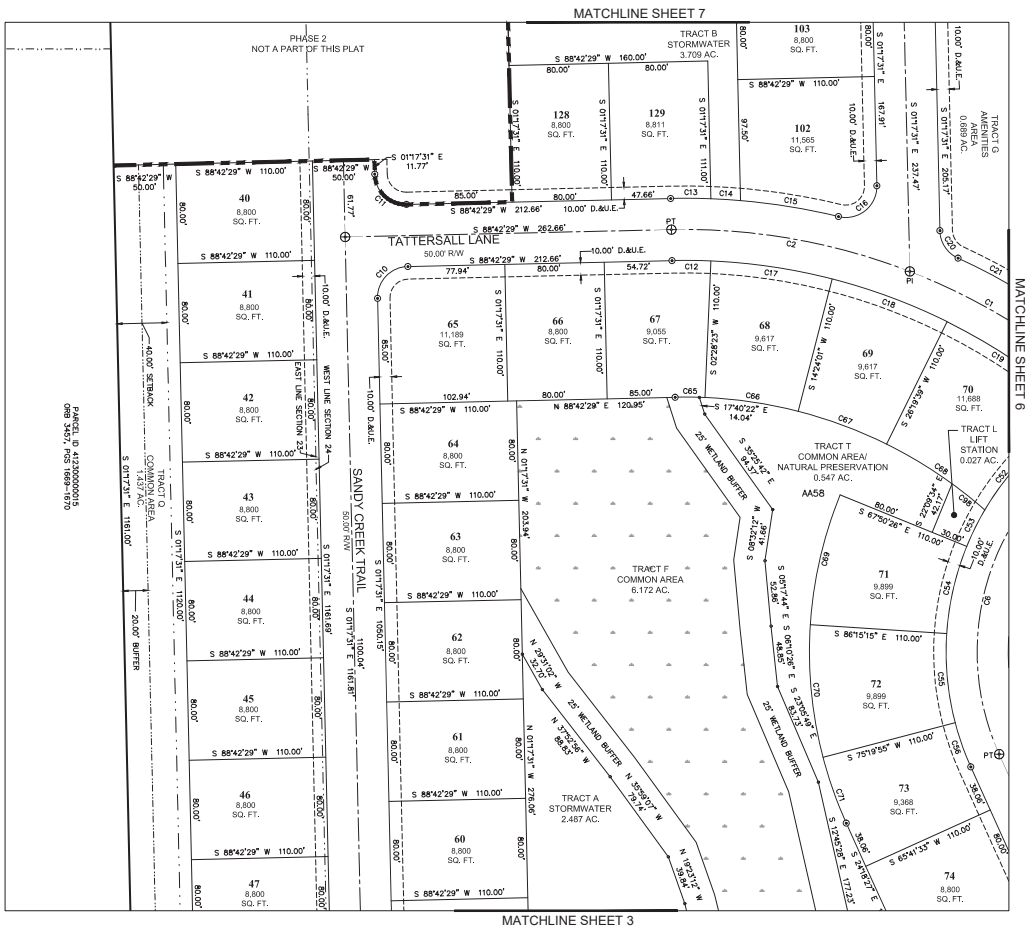
PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

50' 0 50' 100'
SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	566.23'	500.00'	64°53'06"	N 58°50'58" W	536.45'
C2	196.14'	500.00'	22°28'33"	N 80°03'14" W	194.88'
C10	39.27'	25.00'	90°00'08"	S 43°42'25" W	35.36'
C11	39.27'	25.00'	90°00'00"	S 46°17'31" E	35.36'
C12	31.21'	475.00'	3°45'54"	N 89°24'34" W	31.21'
C13	32.36'	525.00'	3°31'55"	N 89°31'33" W	32.36'
C14	23.89'	525.00'	2°36'26"	N 86°27'22" W	23.89'
C15	80.00'	525.00'	8°43'51"	N 80°47'14" W	79.92'
C16	45.76'	25.00'	104°52'13"	N 51°08'36" E	39.63'
C17	98.88'	475.00'	11°55'38"	N 81°33'48" W	98.70'
C18	98.88'	475.00'	11°55'38"	N 69°38'10" W	98.70'
C19	97.10'	475.00'	11°42'46"	N 57°48'58" W	96.93'
C20	27.92'	25.00'	63°59'42"	S 33°17'22" E	26.49'
C21	62.19'	525.00'	6°47'14"	N 61°53'36" W	62.16'
C52	71.40'	225.00'	18°10'56"	S 39°34'40" W	71.10'
C53	32.70'	225.00'	8°19'36"	S 26°19'23" W	32.67'
C54	72.31'	225.00'	18°24'50"	S 12°57'10" W	72.00'
C55	72.31'	225.00'	18°24'50"	S 05°27'40" E	72.00'
C56	37.85'	225.00'	9°38'22"	S 19°29'16" E	37.81'
C65	23.99'	365.00'	3°45'54"	N 89°24'34" W	23.98'
C66	75.98'	365.00'	11°55'38"	N 81°33'48" W	75.84'
C67	75.98'	365.00'	11°55'38"	N 69°38'10" W	75.84'
C68	95.43'	365.00'	14°58'49"	N 56°10'53" W	95.16'
C69	107.66'	335.00'	18°24'50"	S 12°57'10" W	107.20'
C70	107.66'	335.00'	18°24'50"	S 05°27'40" E	107.20'
C71	56.36'	335.00'	9°38'22"	S 19°29'16" E	56.29'
C98	33.77'	365.00'	5°18'06"	N 51°20'35" W	33.76'



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DENOTES WETLAND AREAS

TATTERSALL SUBDIVISION - PHASE 1

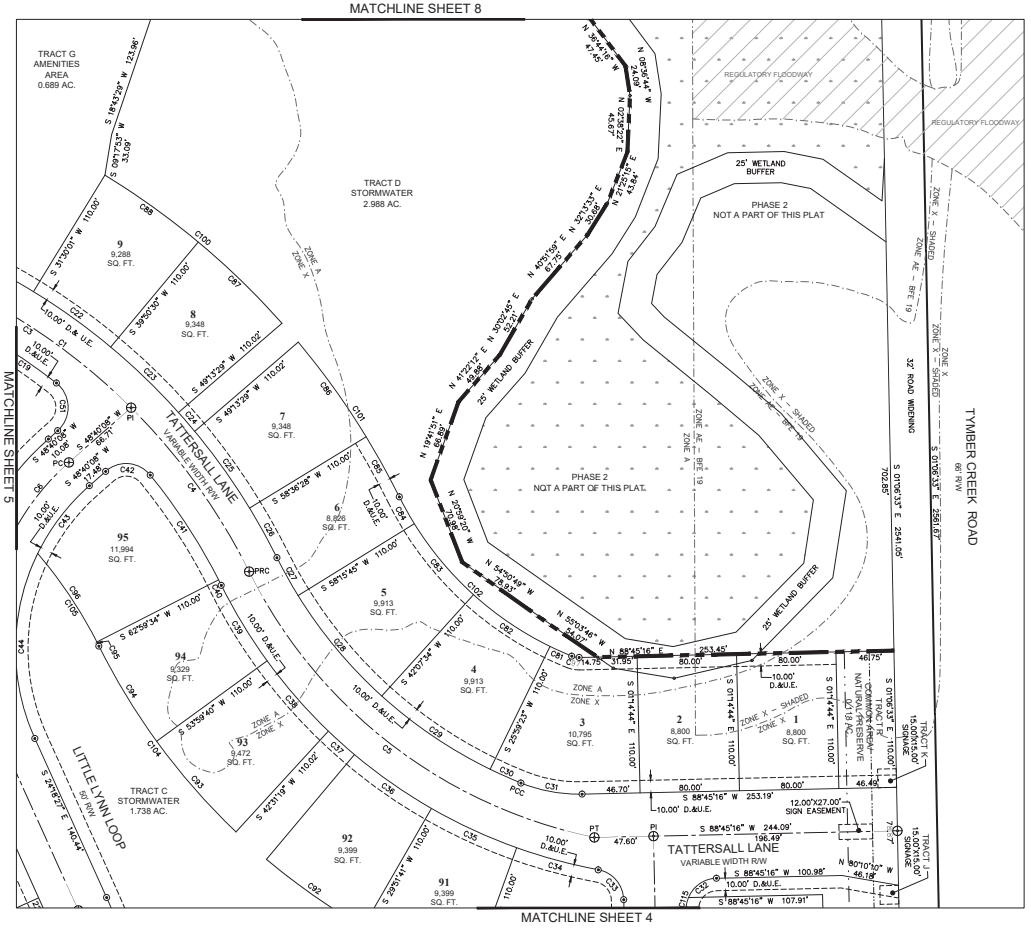
PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____ PAGE _____

N

50' 0 50' 100'
SCALE: 1 INCH = 50 FEET

CURVE	ARC LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	566.23'	500.00'	64°53'06"	N 58°50'58" W	536.45'
C3	206.83'	500.00'	23°42'03"	N 56°57'56" W	205.36'
C4	163.26'	500.00'	18°42'30"	N 35°45'40" W	162.54'
C5	363.04'	400.00'	52°00'05"	S 52°24'27" E	350.70'
C6	254.74'	200.00'	72°58'35"	S 12°10'51" W	237.86'
C22	76.43'	525.00'	8°20'29"	N 54°19'44" W	76.36'
C23	75.98'	525.00'	8°17'30"	N 46°00'45" W	75.91'
C24	20.00'	525.00'	2°10'58"	N 40°46'31" W	20.00'
C25	75.98'	525.00'	8°17'30"	N 35°32'17" W	75.91'
C26	45.68'	525.00'	4°59'07"	N 28°53'58" W	45.67'
C27	34.89'	375.00'	5°19'50"	S 29°04'20" E	34.88'
C28	105.61'	375.00'	16°08'11"	S 39°48'21" E	105.26'
C29	105.61'	375.00'	16°08'11"	S 55°56'31" E	105.26'
C30	27.24'	375.00'	4°09'45"	S 66°05'29" E	27.24'
C31	50.34'	125.00'	23°04'22"	S 79°42'33" E	50.00'
C32	39.27'	25.00'	90°00'00"	S 43°45'16" W	35.36'
C33	34.16'	25.00'	78°17'50"	N 40°23'39" W	31.57'
C34	68.28'	425.00'	9°12'18"	S 74°56'26" E	68.21'
C35	75.66'	425.00'	10°11'58"	S 65°14'18" E	75.56'
C36	75.66'	425.00'	10°11'58"	S 55°02'20" E	75.56'
C37	28.26'	425.00'	3°48'34"	S 48°02'04" E	28.25'
C38	75.10'	425.00'	10°07'28"	S 41°04'03" E	75.00'
C39	71.20'	425.00'	9°35'55"	S 31°12'22" E	71.12'
C40	4.98'	475.00'	0°36'01"	N 26°42'25" W	4.98'
C41	100.80'	475.00'	12°09'32"	N 33°05'12" W	100.61'
C42	40.21'	25.00'	92°09'54"	N 85°14'55" W	36.02'
C43	69.02'	175.00'	22°35'47"	S 37°22'15" W	68.57'
C44	153.88'	175.00'	50°22'49"	S 00°52'57" W	148.97'
C51	43.91'	25.00'	100°37'43"	N 01°38'43" W	38.48'
C81	19.25'	265.00'	4°09'45"	S 66°05'29" E	19.25'
C82	74.63'	265.00'	16°08'11"	S 55°56'31" E	74.39'
C83	74.63'	265.00'	16°08'11"	S 39°48'21" E	74.39'
C84	24.66'	265.00'	5°19'50"	S 29°04'20" E	24.65'
C85	55.25'	635.00'	4°59'07"	N 28°53'58" W	55.23'
C86	93.99'	635.00'	8°28'51"	N 35°37'57" W	93.91'
C87	93.99'	635.00'	8°28'51"	N 45°50'05" W	93.90'
C88	92.45'	635.00'	8°20'29"	N 54°19'44" W	92.36'
C92	95.24'	535.00'	10°11'58"	S 55°02'20" E	95.11'
C93	97.13'	535.00'	10°24'06"	S 41°17'22" E	96.99'
C94	89.63'	535.00'	9°35'55"	S 31°12'22" E	89.52'
C95	3.82'	365.00'	0°36'01"	N 26°42'25" W	3.82'
C96	85.81'	365.00'	13°28'15"	N 33°44'34" W	85.62'
C97	6.04'	15.00'	23°04'22"	S 79°42'33" E	6.00'
C100	186.44'	635.00'	16°49'19"	N 50°05'19" W	185.77'
C101	149.24'	635.00'	13°27'58"	N 33°08'24" W	148.90'
C102	193.17'	265.00'	41°45'57"	S 47°17'23" E	188.92'
C104	186.75'	535.00'	20°00'01"	S 36°24'25" E	185.81'
C105	89.64'	365.00'	14°04'16"	N 33°26'33" W	89.41'
C115	10.29'	25.00'	23°34'41"	S 10°32'36" W	10.22'



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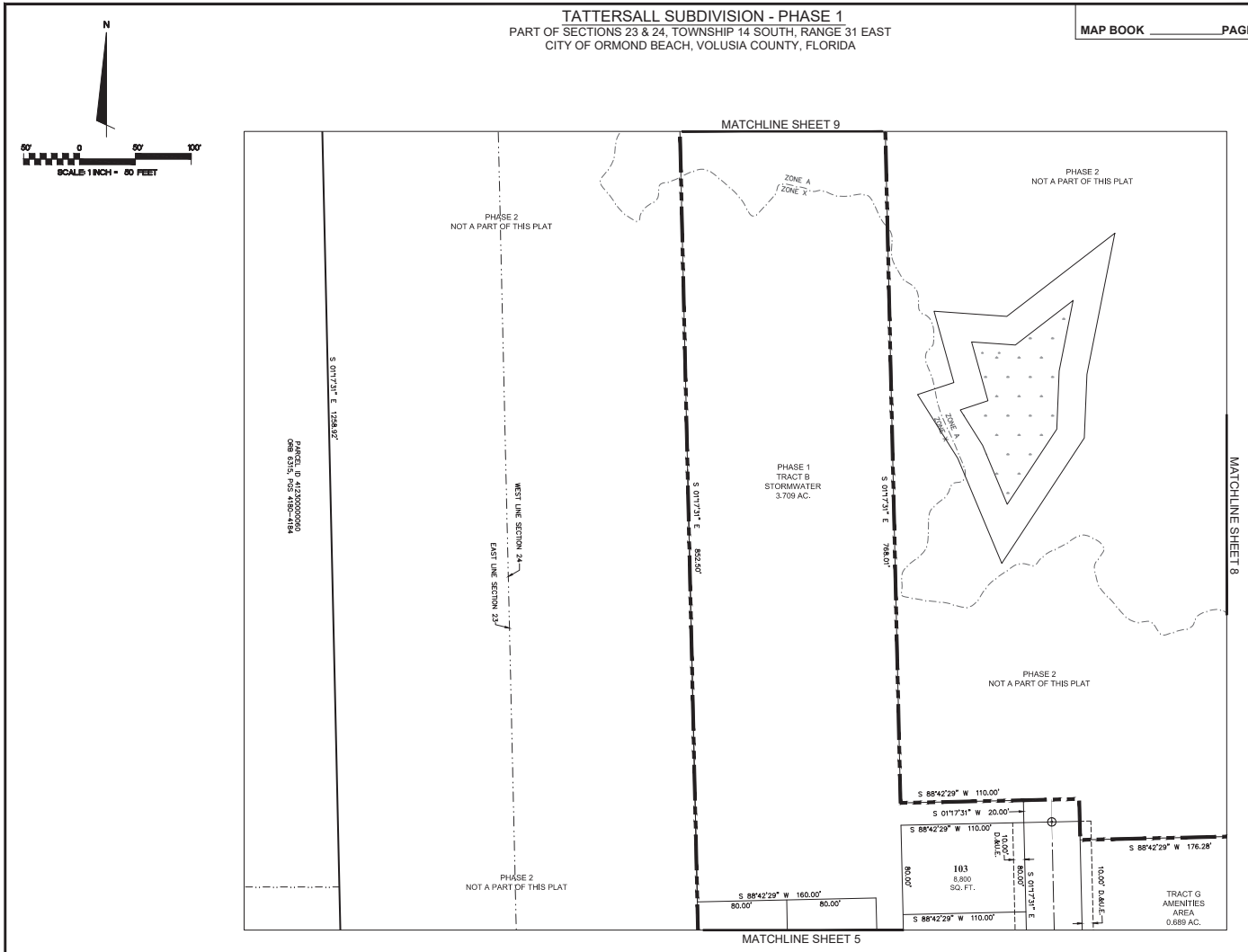
TATTERSALL SUBDIVISION - PHASE 1

PART OF SECTIONS 23 & 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST
CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK _____PAGE _____



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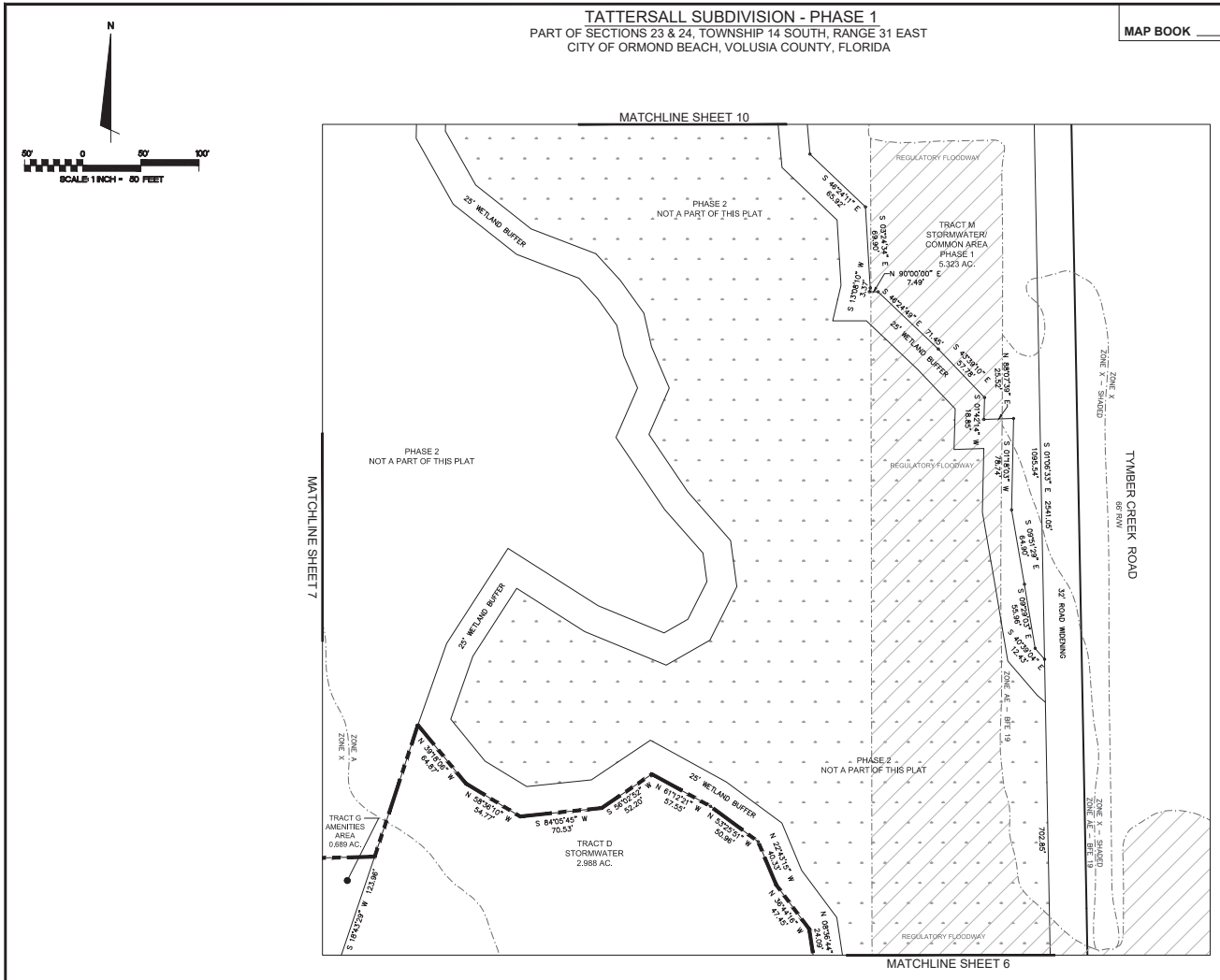

MATCHLINE SHEET 10

MATCHLINE SHEET 7

MATCHLINE SHEET 6

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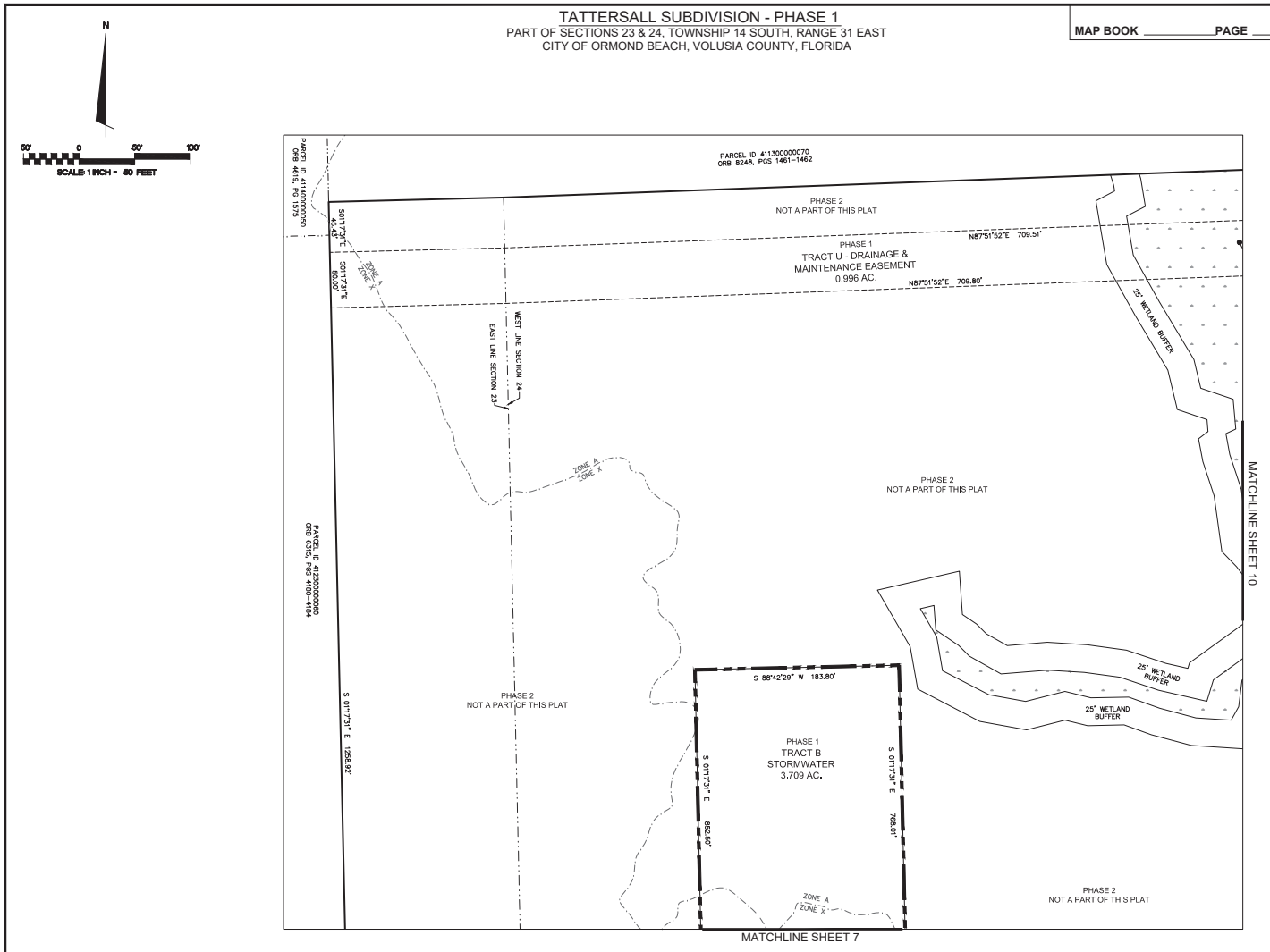

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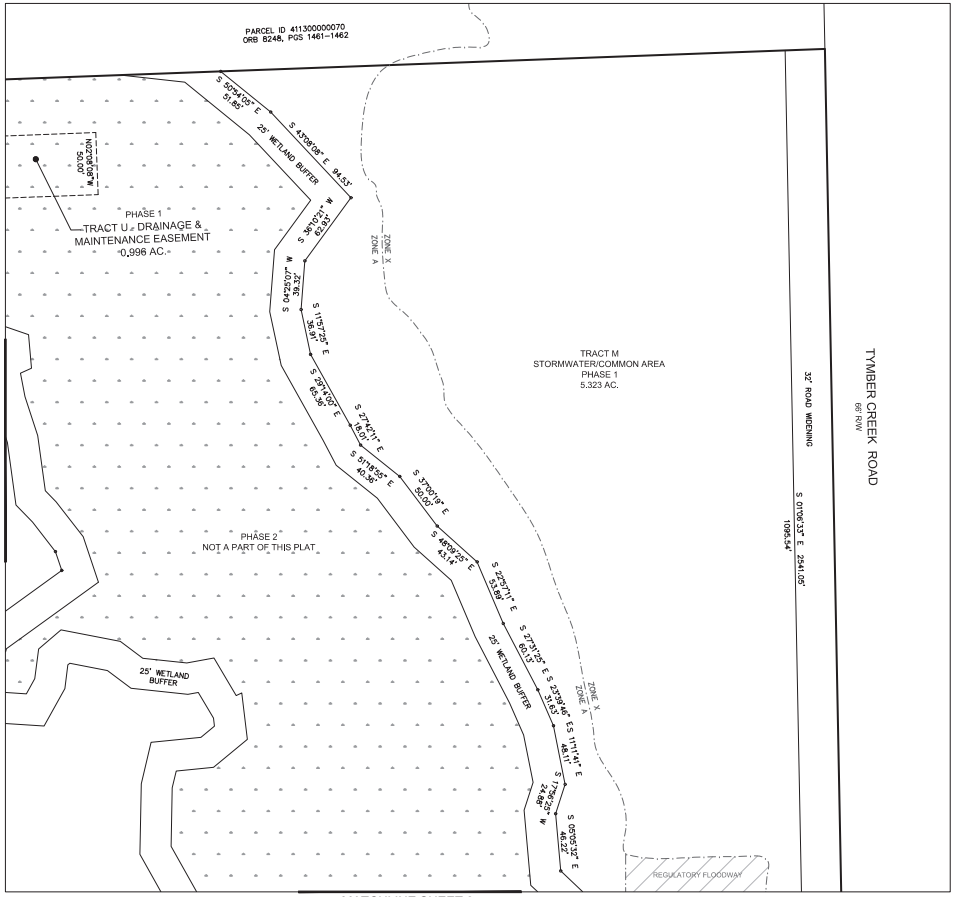
N

50' 0 50' 100'
SCALE: 1 INCH = 50 FEET



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SHEET 10 OF 10

ATTACHMENT 4

Subdivision construction plans

TATTERSALL AT TYMBER CREEK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

DEVELOPER:
PAYLIN TYMBER 1 AND 2, LLC
794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE: 386-756-0439
FAX: 386-304-3308
CONTACT PERSON: TREY PAYTAS
e-mail: tpaytas@paytashomes.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

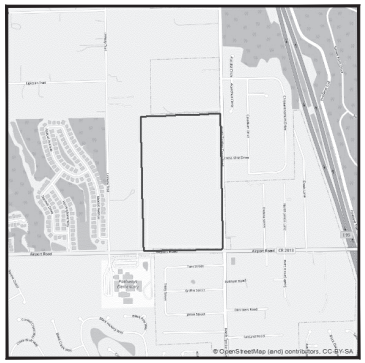
LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD.
DELAND, FL 32720
PHONE: 386-736-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
email: mark.watts@cobbcole.com

PROJECT DESCRIPTION:

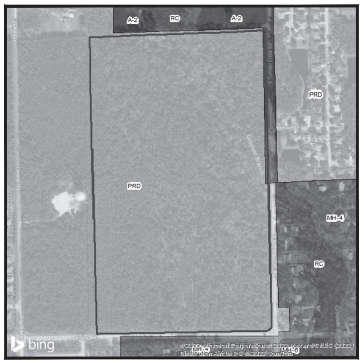
THIS PROJECT INCLUDES THE CONSTRUCTION OF 129 SINGLE FAMILY RESIDENTIAL LOTS ALONG WITH ASSOCIATED ROADWAY, STORMWATER AND UTILITY INFRASTRUCTURE.

SITE INFORMATION:		
SITE ADDRESS:	304 N TYMBER CREEK ROAD, ORMOND BEACH, FL 32174	
PROJECT AREA:	±84.22 AC	
TAX PARCEL I.D. #:	412300000012, 412400000240, 412400000250	
EXISTING & PROPOSED ZONING:	PRD - PLANNED RESIDENTIAL DEVELOPMENT	
EXISTING & PROPOSED LAND USE:	SUBURBAN LOW DENSITY RESIDENTIAL (SLDR) & OPEN SPACE/CONSERVATION (OS/C)	
TOTAL LOT COUNT:	129	
LOT DENSITY:	1.53 PER ACRE	
SETBACKS:		
FRONT:	25 FT	
SIDE:	7.5 FT (INTERIOR); 25 FT (CORNER); 5 FT (ACCESSORY STRUCTURE)	
REAR:	20 FT; 5 FT (ACCESSORY STRUCTURE)	
REQUIRED LANDSCAPE BUFFER(S):	20 FT - ALONG AIRPORT ROAD	
	20 FT - ALONG TYMBER CREEK ROAD	
	10 FT - WEST	
	20 FT - NORTH	
MAXIMUM BUILDING COVERAGE:	50%	
MAXIMUM LOT IMPERVIOUS COVERAGE:	70%	
MAXIMUM BUILDING HEIGHT	35 FT	
UTILITIES:	PROVIDED BY CITY OF ORMOND BEACH	

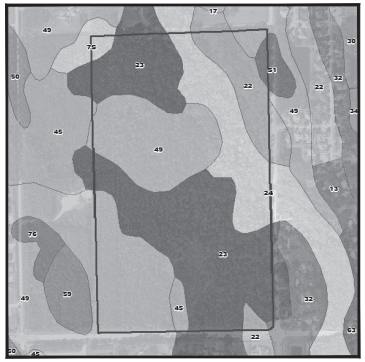
LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	15.37 AC	18.2%
UPLAND AREA	68.85 AC	81.8%
PROPOSED IMPROVEMENTS:		
LOTS	27.46 AC	32.60%
RIGHT-OF-WAY	7.82 AC	9.29%
POND AREA	7.63 AC	9.06%
LANDSCAPE/OPEN SPACE	28.46 AC	33.79%
WETLANDS TO REMAIN	12.85 AC	15.26%
WETLAND IMPACT AREA:	2.52 AC	
NATURAL PRESERVATION AREA:	33.40 AC	



VICINITY MAP
SCALE: 1" = 1,200'



ZONING MAP
SCALE: 1" = 600'
CURRENT ZONING FOR THIS SITE IS: PRD - PLANNED RESIDENTIAL DEVELOPMENT



SOILS MAP
SCALE: 1" = 600'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
22-ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES; 23-FARMTON FINE SAND;
24-FLUVAQUENTS; 45-PINEDA FINE SAND; 49-POMONA FINE SAND;
51-POMONA FINE SAND, DEPRESSIONAL

FLOOD ZONE MAP
SCALE: 1" = 600'
THE PROPERTY LIES IN:
FLOOD ZONE A, AE & X PER FEMA MAP 12127C0194J

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	PHASE 1 PLAN
C8	PHASE 2 PLAN
C9-C12	GEOMETRY, SIGNAGE AND STRIPING PLAN
C13-C16	PAVING, GRADING & DRAINAGE PLAN
C17	OFF-SITE DRAINAGE PLAN
C18-C21	UTILITY PLAN
C22-C29	PLAN & PROFILE
C30	CROSS-SECTIONS
C32-C38	CONSTRUCTION DETAILS
TP1-TP11	TREE PROTECTION PLAN & DETAILS
HA1-HA3	HARDSCAPE PLAN AND DETAILS
LA1-LA14	LANDSCAPE PLAN & DETAILS

LEGAL DESCRIPTION:

PARCEL 1:
THE SOUTHWEST ONE QUARTER (1/4) OF THE NORTHWEST ONE QUARTER (1/4) OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, ALSO SUBJECT TO AN EASEMENT OVER AND UPON THE SOUTHERLY 25 FEET THEREOF; ALSO EXCEPTING THEREFROM, A PORTION FROM THE WEST ONE QUARTER (1/4) OF SAID SECTION 24, AS THE POINT OF BEGINNING, RUN NORTH 01°56'27" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.25 FEET, THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°19'45" EAST A DISTANCE OF 1348.62 FEET; THENCE SOUTH 01°27'18" EAST A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTH LINE OF NORTHWEST ONE QUARTER (1/4) OF SAID SECTION 24; THENCE FOLLOWING SAID SOUTH LINE SOUTH 87°31'05" WEST A DISTANCE OF 1347.82 FEET TO WEST ONE QUARTER (1/4) OF SECTION 24 AND POINT OF BEGINNING.

PARCEL 5: (NOT INCLUDED IN THIS SURVEY)
THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION 13, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING WESTERLY OF INTERSTATE 95, EXCEPTING THEREFROM THE SOUTH 1217.0 FEET, AND ALSO EXCEPTING THEREFROM THE WEST 33 FEET IN HULL ROAD, A 66 FOOT STREET AS NOW LAID OUT, BEING IN VOLUSIA COUNTY, FLORIDA.

PARCEL B:
A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EAST ONE QUARTER (1/4) OF SAID SECTION 23, RUN NORTH 01°56'27" WEST ALONG THE EAST LINE OF SAID SECTION 23 A DISTANCE OF 119.25 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 01°56'27" WEST ALONG SAID EAST LINE A DISTANCE OF 2316.66 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE SOUTH 87°52'34" WEST ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF
197.43 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 01°56'27" EAST A DISTANCE OF 2515.42 FEET, THENCE NORTH 88°19'45" EAST, A DISTANCE OF 157.43 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24, THENCE NORTH 00°52'02" WEST ALONG THE WEST LINE OF SAID SECTION 24 A DISTANCE OF 119.27 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE PER OFFICIAL RECORDS BOOK 3252, PAGE 101 IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1264.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 89°24'03" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 25.00 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF TYMBER CREEK ROAD, A 66.00 FOOT WIDE RIGHT-OF-WAY, THENCE NORTH 00°45'48" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 25.00 FEET, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 44°19'08" WEST A DISTANCE OF 35.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
THE NORTHWEST 1/4 OF THE NORTHWEST OF SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 87°12'56" EAST ALONG THE NORTH LINE OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, A DISTANCE OF 1297.11 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH TYMBER CREEK ROAD; THENCE SOUTH 01°53'40" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1288.22 FEET; THENCE SOUTH 88°32'17" WEST A DISTANCE OF 1295.97 FEET TO THE WEST LINE OF SAID SECTION 24, TOWNSHIP 14 SOUTH, RANGE 31 EAST, THENCE NORTH 01°56'27" WEST ALONG SAID WEST LINE OF SECTION 24, A DISTANCE OL' 1258.30 FEET TO THE POINT OF BEGINNING.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

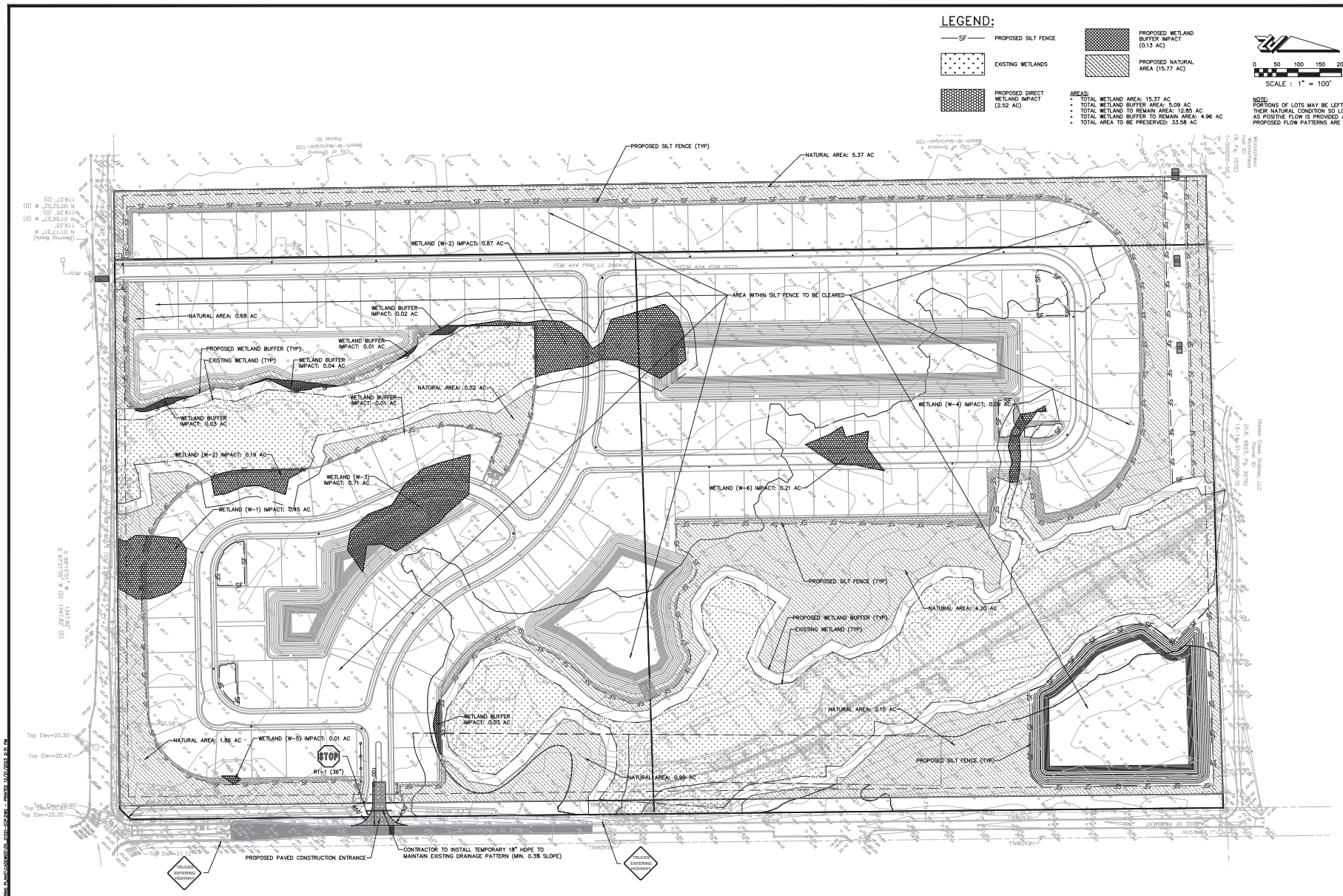
NO	DATE	BY	SUBMITTALS/REVISIONS
1	08-25-21	MLR	SUBMITTED TO SJRWMD
2	12-15-21	MLR	SUBMITTED TO SJRWMD
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	08-15-23	MLR	SUBMITTED TO CITY
5	09-15-23	MLR	SUBMITTED TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 01_21021-COV
XREF'S: ---
XREF'S: ---

Randy Hudak
MELISA D. RUSSELL P.E. NO. 66524
NOT VALID WITHOUT SEAL

SHEET: C1 OF 38



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200 PATRICIA AVE., STE. 210
DAYTONA BEACH, FL 32114
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS/ REVISIONS
1	09-25-23	MLR	SUBMITTED TO SJRWMD
2	10-25-23	MLR	RESUBMITTAL TO SJRWMD
3	02-15-24	MLR	RESUBMITTAL TO SJRWMD
4	05-15-24	MLR	SUBMITTED TO COUNTY
5	08-15-24	MLR	SUBMITTED TO COUNTY
6	10-11-24	MLR	RESUBMITTAL TO CITY
7	12-12-24	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
EROSION CONTROL PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

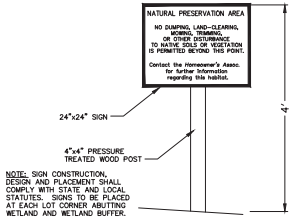
PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 05_21021-ECP
XREF'S: ---
XREF'S: ---

Digitally signed by Randy Hudak
DN: CN=Randy Hudak, ...
Reason: I am the author of this document
Location: Florida
Date: 2023.12.21 07:15:41 -05'00'

Randy Hudak

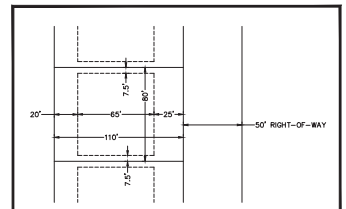
MELIA L. RUSSELL, P.E. NO. 68307
NOT VALID WITHOUT SEAL

SHEET: C5 OF 38



NATURAL PRESERVATION AREA SIGN DETAIL

NTS



TYPICAL 80' X 110' LOT

NTS

0 50 100 150 200

SCALE : 1" = 100'

LEGEND:

- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE

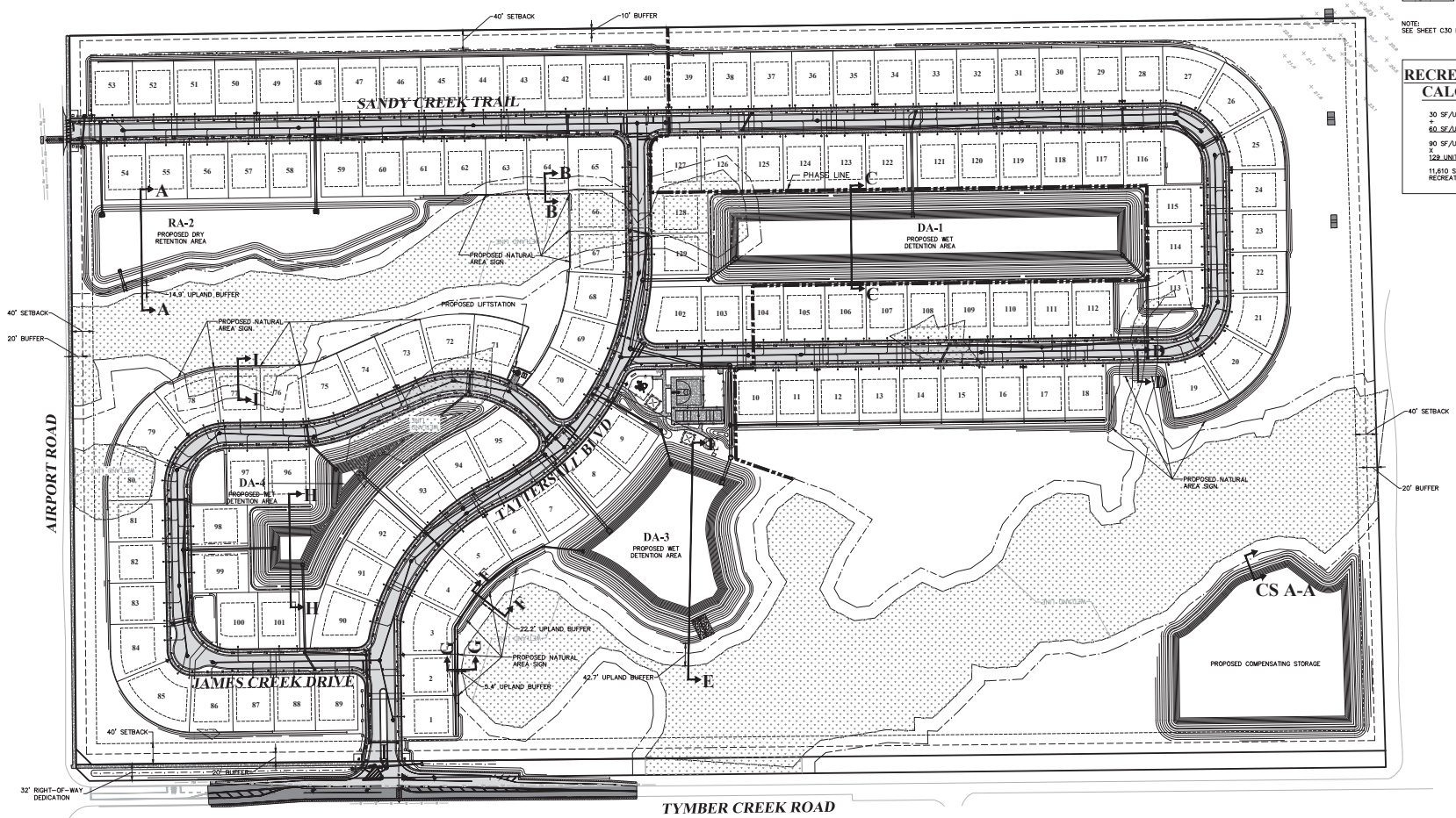
NOTE:
SEE SHEET C30 FOR CROSS-SECTIONS.

RECREATION AREA CALCULATION

30 SF/UNIT INDOOR
+
60 SF/UNIT OUTDOOR

90 SF/UNIT
X
129 UNITS

11,610 SF REQUIRED RECREATION AREA



ZEV COHEN & ASSOCIATES, INC.
320 INTERCHANGE BLVD., STE. C
DIAMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	06-19-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
OVERALL DEVELOPMENT PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 06_21021-ODP
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

Digitally signed by Randy Hudak
DN: CN=Randy Hudak, O=Zev Cohen and Associates Inc, C=US
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
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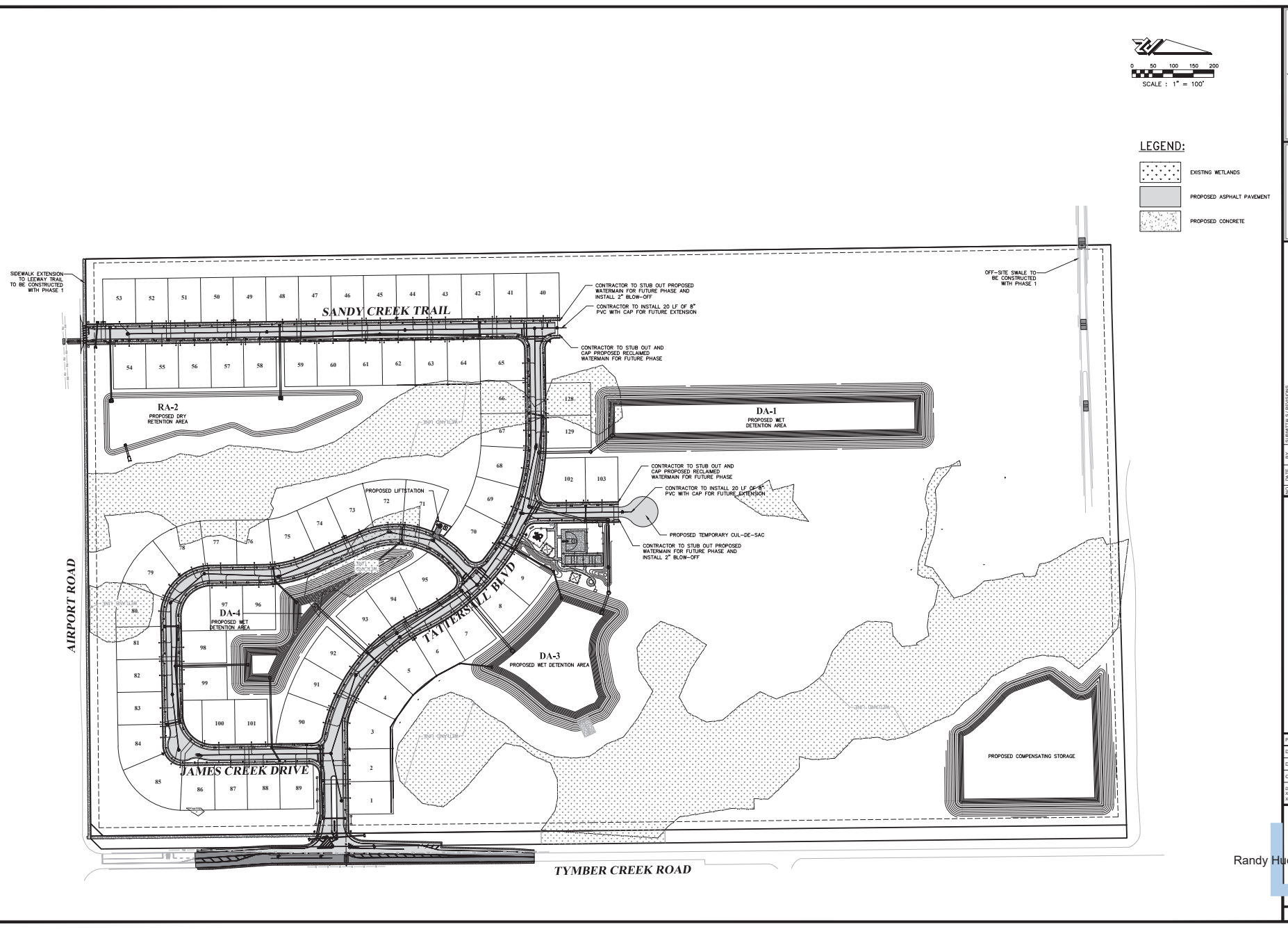
Contact Info: This item has been electronically signed and sealed by Randy Hudak, P.E. using a SHA authentication code.
Date: 2023.12.21 17:16:04-05'00'

RANDY M. HUDAK, P.E. NO. 65053
MELIA L. RUSSELL, P.E. NO. 68357
NOT VALID WITHOUT SEAL

SHEET: C6 OF 38



ZEV COHEN & ASSOCIATES, INC.
320 INTERCHANGE BLVD., STE. C
DEMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PHASE 1 PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 07-08_21021-PH
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

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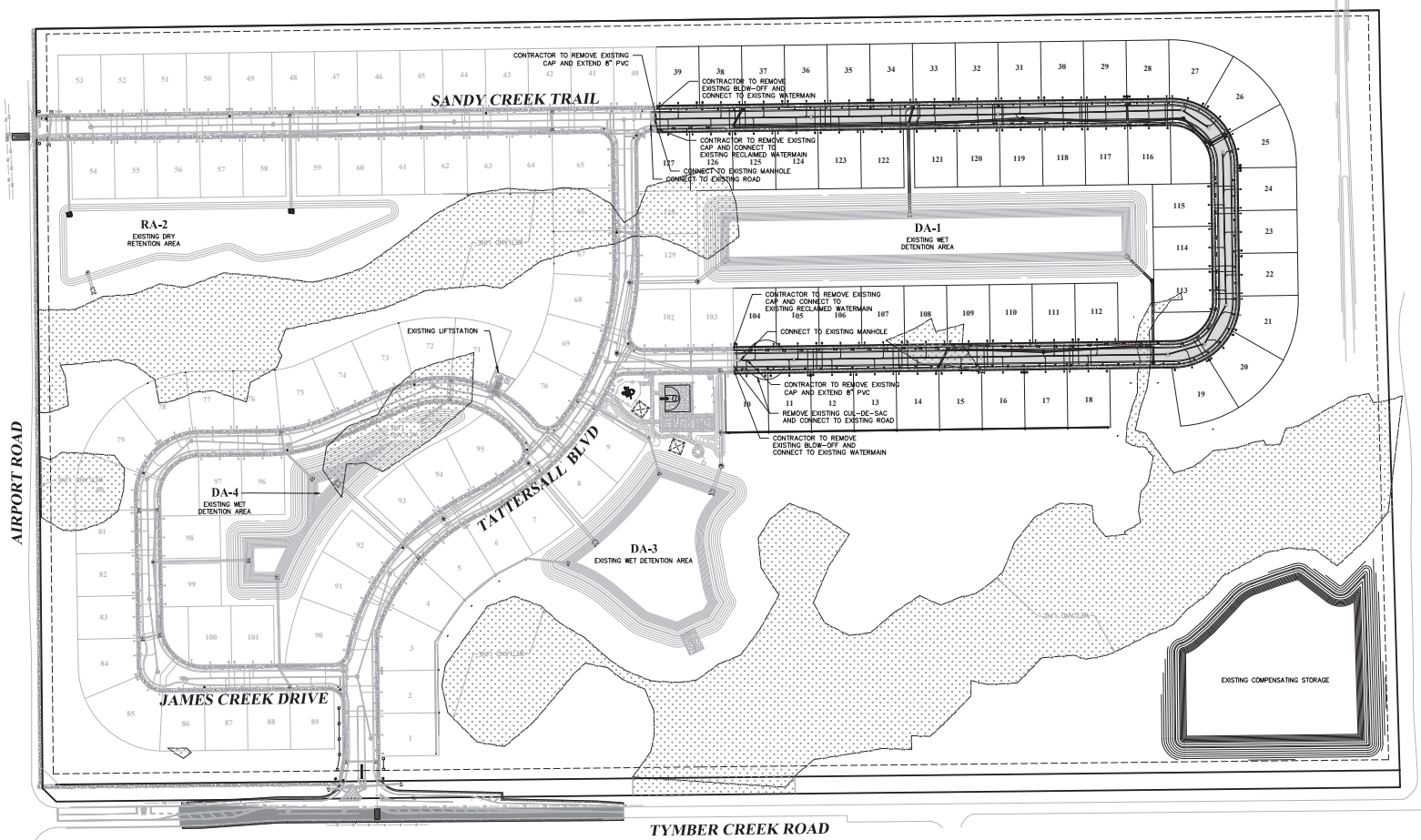
Reason: I am the author of this document
Contact Info: This item has been electronically signed and sealed by Randy Hudak, P.E. using a SHA authentication code.
Date: 2023.12.21 17:18:21-05'00'

NO. 65053
MELIA L. RUSSELL, P.E. NO. 68357
NOT VALID WITHOUT SEAL

SHEET: C7 OF 38



0 50 100 150 200
SCALE : 1" = 100'

LEGEND:

- EXISTING WETLANDS
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DEMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO S&RWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO S&RWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PHASE 2 PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 07-08_21021-PH
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

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RANDY M. HUDAK, P.E. NO. 65053
MELIA L. RUSSELL, P.E. NO. 68357
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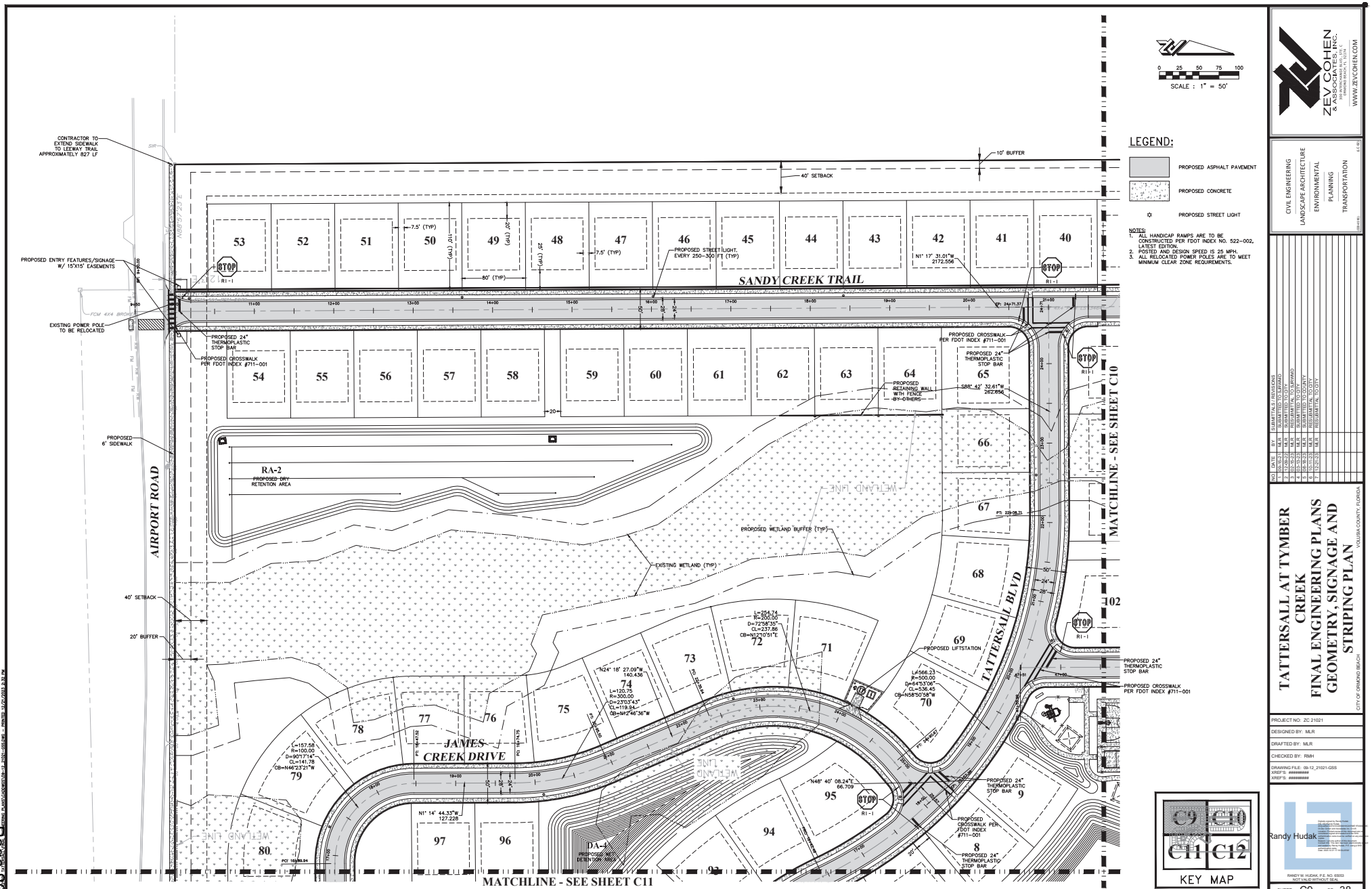
SHEET: C8 OF 38



0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STREET LIGHT

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL RELOCATED POWER POLES ARE TO MEET MINIMUM CLEAR ZONE REQUIREMENTS.

KEY MAP

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO	DATE	BY	SUBMITTALS/REVISIONS
1	09-25-23	MLR	SUBMITTED TO SEMINOLE
2	02-15-23	MLR	SUBMITTED TO CITY
3	03-15-23	MLR	RESUBMITTAL TO SEMINOLE
4	04-19-23	MLR	SUBMITTED TO CITY
5	08-15-23	MLR	RESUBMITTAL TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-12-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE AND STRIPING PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 09-12_21021-GSS
XREF'S: ##########
XREF'S: ##########

Randy Hudak

RANDY M. HUDAK, P.E. NO. 65553
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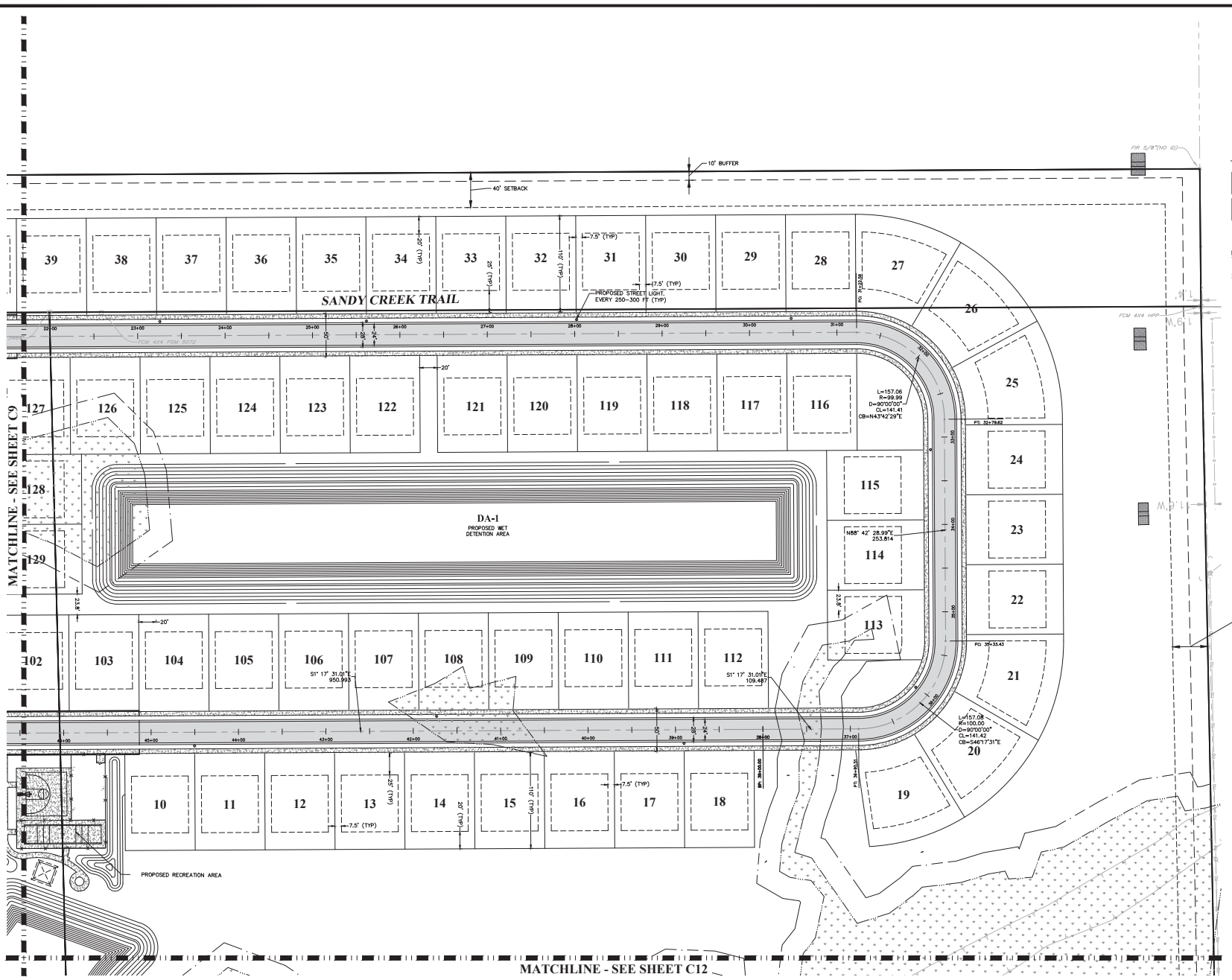
SHEET: C9 OF 38



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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	09-15-21	MLR	SUBMITTED TO SKYWARD
2	10-15-21	MLR	RESUBMITTAL TO SKYWARD
3	02-15-23	MLR	RESUBMITTAL TO SKYWARD
4	05-15-23	MLR	SUBMITTED TO COA/MY
5	08-15-23	MLR	SUBMITTED TO COA/MY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 09-12_21021-GSS
XREF'S: ##########
XREF'S: ##########

Digitally signed by Randy Hudak
DN: c=US, o=Florida, ou=Licensed Professional Engineer, cn=Randy Hudak, email=rhudak@zevcohen.com
Reason: I am the author of this document
Location: FL
Date: 2024-12-11 11:49:49-05'00'

RANDY M. HUDAK, P.E. NO. 85553
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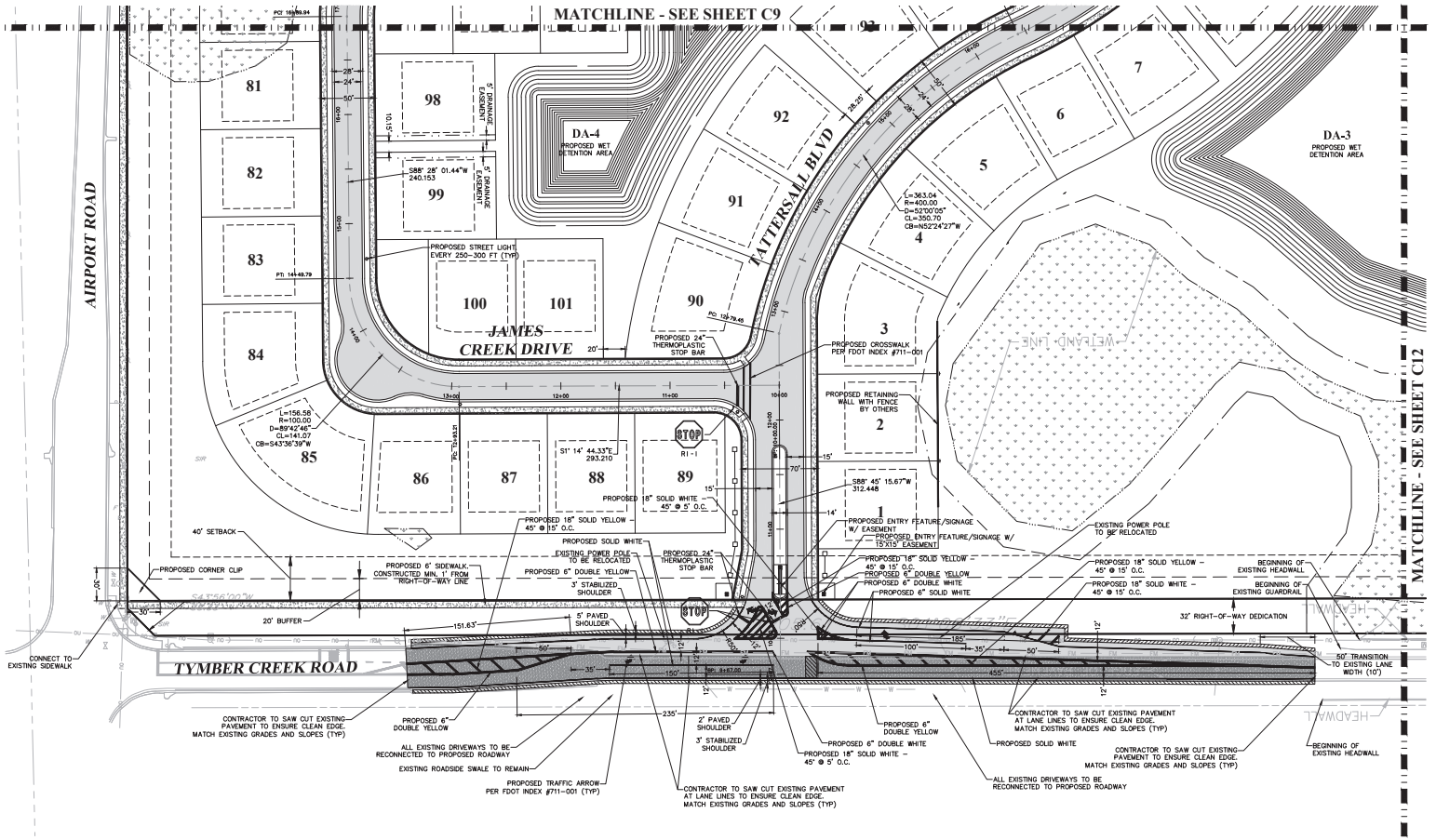
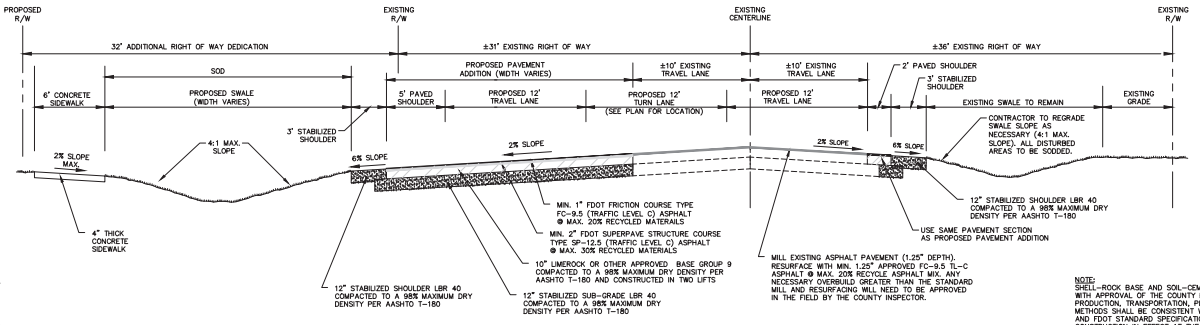
SHEET: C10 OF 38





TYPICAL SECTION FOR TYMBER CREEK ROAD

NTS

COUNTY NOTES:
1. ALL ASPHALT MIX DESIGNS MUST BE PREAPPROVED BY VOLUSIA COUNTY BEFORE PLACEMENT.
2. SAWCUT EXISTING EDGE OF PAVEMENT FOR NEW PROPOSED ROADWAY CONNECTION TIE-INS.
3. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITHIN PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX #706-001.
4. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX #711-001.
5. ALL PIONEER TRAIL RIGHT-OF-WAY IMPROVEMENTS ARE BEING REVIEWED AND PERMITTED BY VOLUSIA COUNTY. IMPROVEMENTS SHOWN WITHIN THE COUNTY ROW IN THIS PLAN SET ARE FOR INFORMATION PURPOSES ONLY.
6. CONTRACTOR SHALL CONFIRM EXISTING BASE MATERIAL MEETS COUNTY REQUIREMENTS AND COUNTY INSPECTOR SHALL REVIEW FIELD CONDITIONS PRIOR TO ASPHALT PLACEMENT.

NOTE:
SHELL-ROCK BASE AND SOIL-CEMENT BASE IS ONLY ALLOWED WITH APPROVAL OF THE COUNTY ENGINEER. ALL MATERIALS, PRODUCTION, TRANSPORTATION, PLACEMENT AND CONSTRUCTION METHODS SHALL BE CONSISTENT WITH FDOT DESIGN STANDARDS AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY. ALL TESTING, INSPECTIONS, AND VERIFICATIONS SHALL BE PERFORMED CONSISTENT WITH FDOT QUALITY CONTROL TESTING CRITERIA IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY.

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED MILL & OVERLAY
- PROPOSED CONCRETE
- PROPOSED STREET LIGHT

NOTES:
1. ALL HANDICAP RAMPS ARE TO BE CONSTRUCTED PER FDOT INDEX NO. 522-002, LATEST EDITION.
2. POSTED AND DESIGN SPEED IS 25 MPH.
3. ALL RELOCATED POWER POLES ARE TO MEET MINIMUM CLEAR ZONE REQUIREMENTS.

KEY MAP

C11 C12

ZEVCOHEN & ZEVCOHEN, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTAL/S REVISIONS
1	09-25-21	MLR	SUBMITTED TO SJRWMD
2	12-15-21	MLR	SUBMITTED TO SJRWMD
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
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5	08-15-23	MLR	SUBMITTED TO COUNTY
6	10-17-23	MLR	RESUBMITTAL TO COUNTY
7	12-12-23	MLR	RESUBMITTAL TO COUNTY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE AND STRIPING PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 09-12_21021-GSS
XREF'S: ##########
XREF'S: ##########

Randy Hudak

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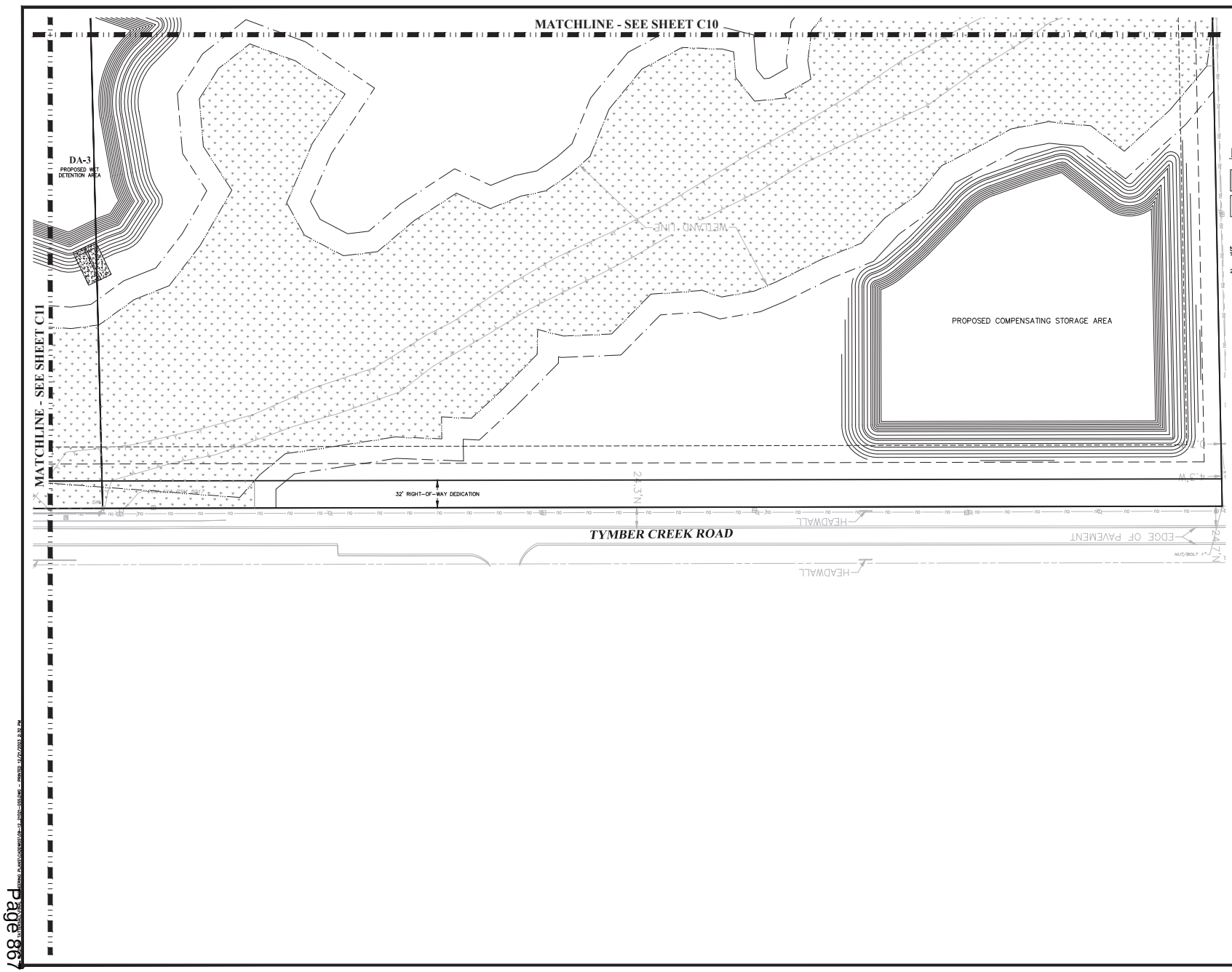
SHEET: C11 OF 38



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
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5	06-16-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE AND STRIPING PLAN

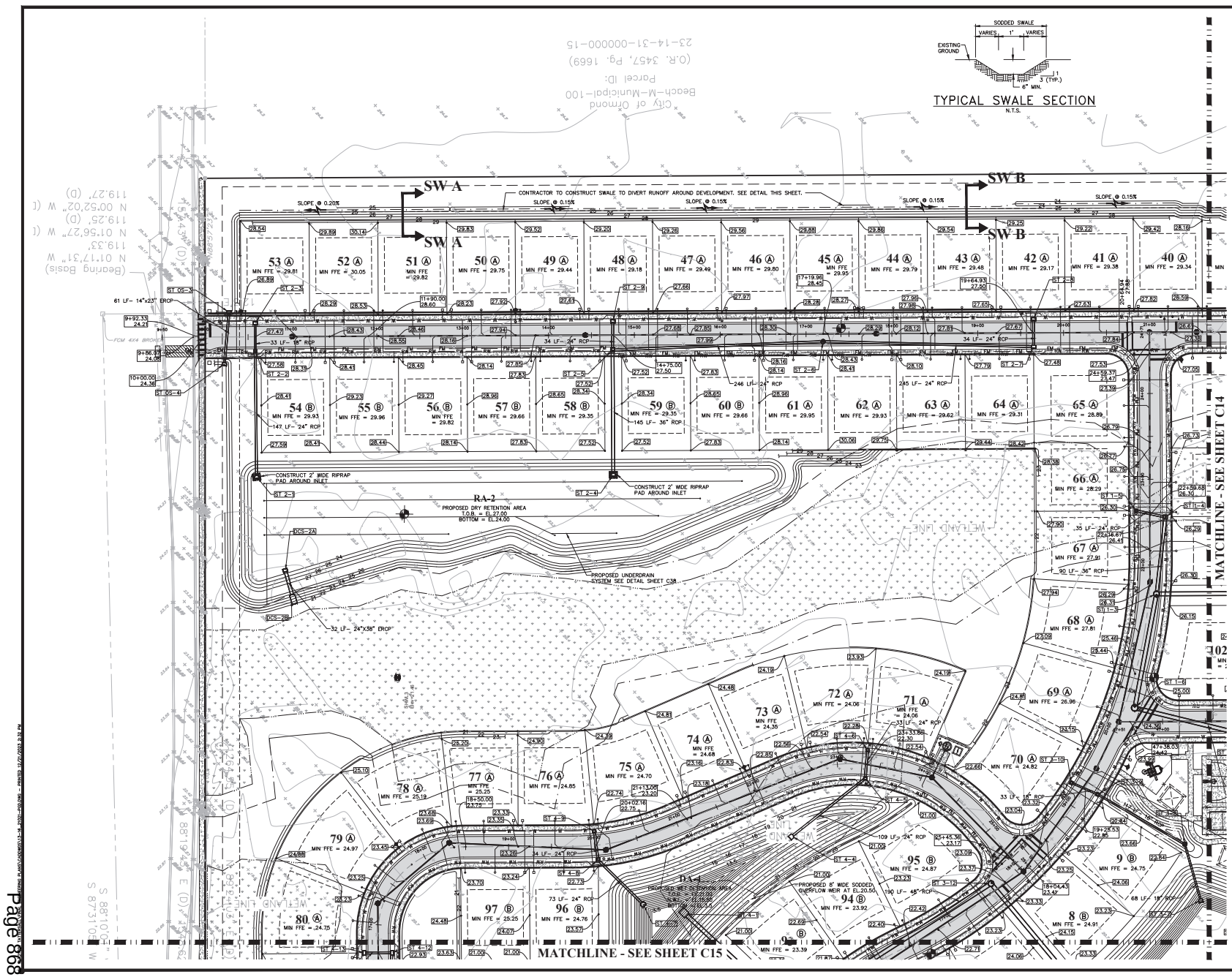
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 09-12_21021-GSS
XREF'S: ########
XREF'S: ########

Randy Hudak

RANDY M. HUDAK, P.E. NO. 65053
NOT VALID WITHOUT SEAL

SHEET: C12 OF 38



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 38.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- E.G. EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- Ⓐ PROPOSED LOT GRADING TYPE
- PROPOSED STREET LIGHT
- SOIL BORING LOCATION

NOTES:
1. SEE SHEET C16 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS. SILTY FINE SAND AND CLAYEY FINE SAND ARE NOT SUITABLE FOR FILL MATERIAL.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH CITY'S LDC REQUIREMENTS.
4. DEVELOPER SHALL HAVE THE OPTION OF REDUCING THE LOT ELEVATIONS AS LONG AS POSITIVE FLOW IS PROVIDED IN THE DIRECTION INTENDED IN THE CONSTRUCTION PLANS. THE HOME BUILDER WILL BE REQUIRED TO MATCH THE GRADES AS INDICATED ON THE CONSTRUCTION PLANS. IF THE PLANS ARE ALTERED, PLEASE SUBMIT TO THE CITY TO RE-APPROVE, TO ASSURE NO NEGATIVE ADVERSE IMPACTS TO THE PROPERTY OWNERS.
5. SEE SHEET C15 FOR SWALE SECTIONS.

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	06-19-23	MLR	SUBMITTED TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

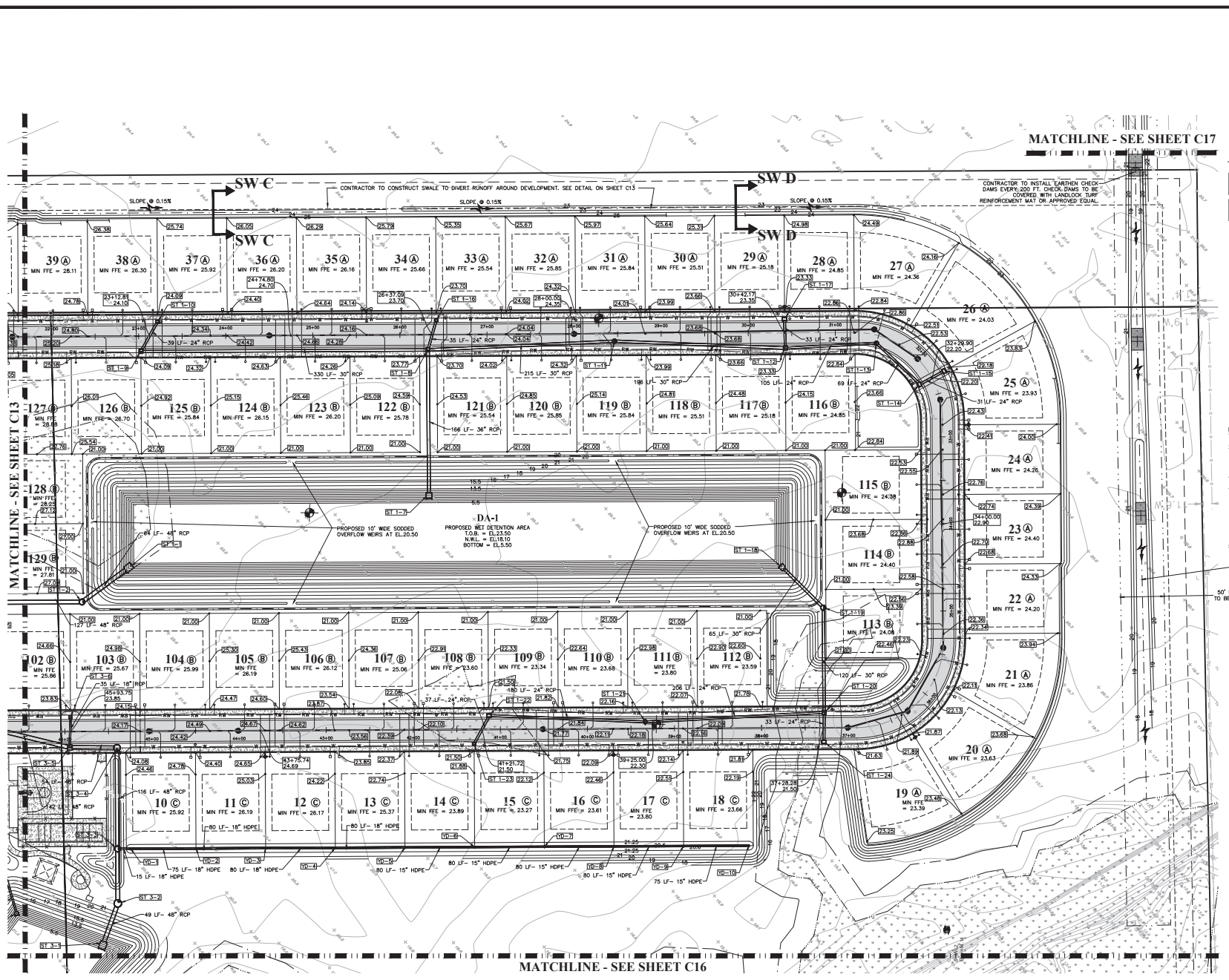
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PGD
XREF'S: 21021_BAS.DWG
XREF'S: ---

Randy Hudak

RANDY M. HUDAK, P.E. NO. 65053
NOT VALID WITHOUT SEAL

SHEET: C13 OF 38



SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED LOT GRADING TYPE
- PROPOSED STREET LIGHT

NOTES:
1. SEE SHEET C16 FOR STORMWATER STRUCTURE TABLES.
2. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS. SILTY FINE SAND AND CLAYEY FINE SAND ARE NOT SUITABLE FOR FILL MATERIAL.
3. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH CITY'S LDC REQUIREMENTS.
4. DEVELOPER SHALL HAVE THE OPTION OF REDUCING THE LOT ELEVATIONS AS LONG AS POSITIVE FLOW IS PROVIDED IN THE DIRECTION INTENDED IN THE CONSTRUCTION PLANS. THE HOME BUILDER WILL BE REQUIRED TO MATCH THE GRADES AS INDICATED ON THE CONSTRUCTION PLANS. IF THE PLANS ARE ALTERED, PLEASE SUBMIT TO THE CITY TO RE-APPROVE, TO ASSURE NO NEGATIVE ADVERSE IMPACTS TO THE PROPERTY OWNERS.
5. SEE SHEET C15 FOR SWALE SECTIONS.

KEY MAP: C13 | C14 | C15 | C16

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
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NO.	DATE	BY	SUBMITTALS/ REVISIONS
1	09-25-21	MLR	SUBMITTED TO SJRWMD
2	12-15-21	MLR	SUBMITTED TO CITY
3	03-15-22	MLR	RESUBMITTAL TO SJRWMD
4	05-18-22	MLR	SUBMITTED TO CITY
5	08-15-22	MLR	RESUBMITTAL TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PGD
XREF'S: 21021_BAS.DWG
XREF'S: ----

Digitally signed by Randy Hudak
DN: CN=Randy Hudak
Reason: I am the author of this document
Location: Florida
Date: 2024.01.11 08:43:00 -05'00'

RANDY M. HUDAK, P.E. NO. 65553
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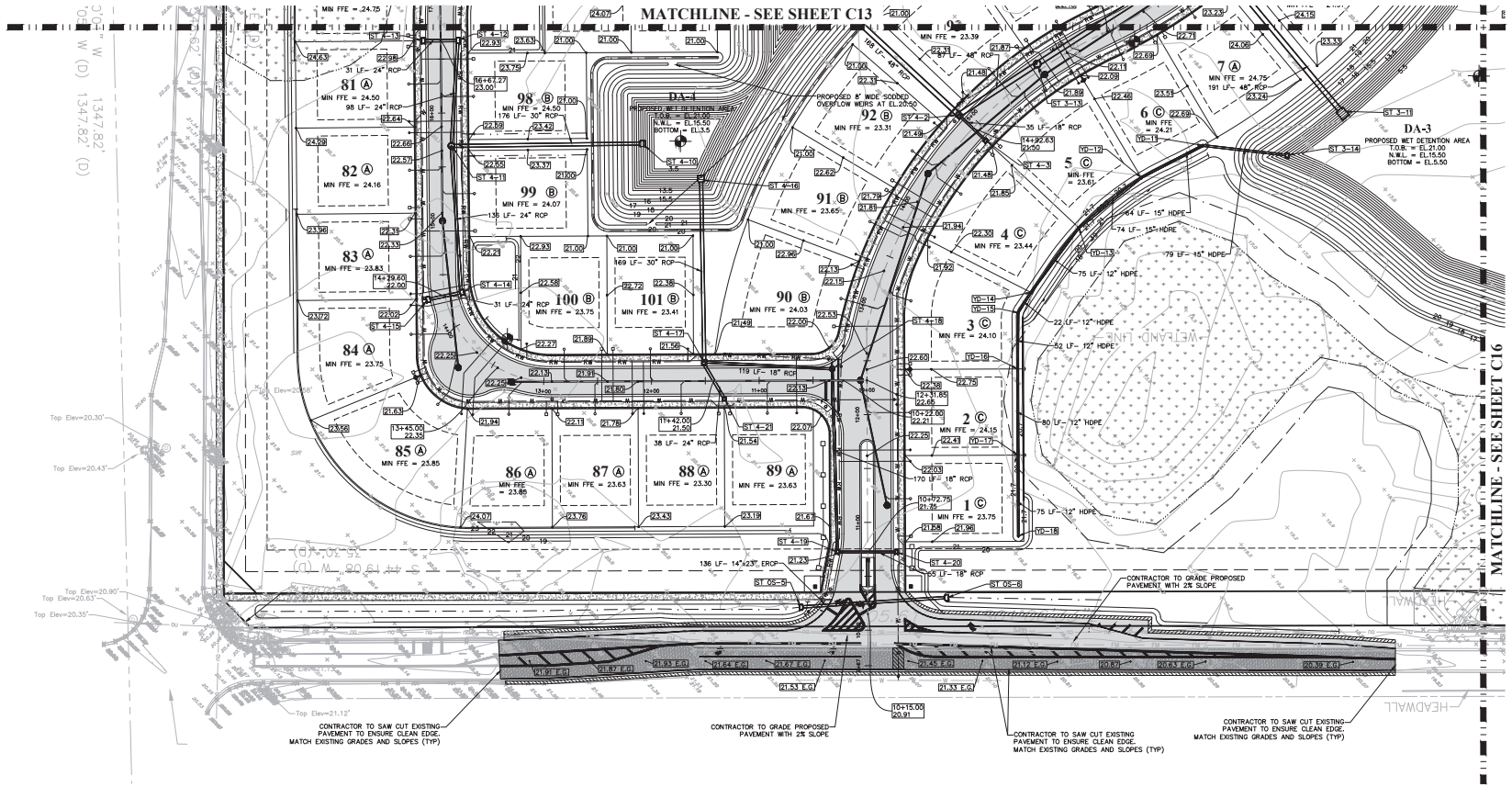
SHEET: C14 OF 38



0 25 50 75 100

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED MILL & OVERLAY
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE
- PROPOSED MATCH EXISTING GRADE LABEL
- EXISTING GRADE LABEL
- PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- PROPOSED LOT GRADING TYPE
- PROPOSED STREET LIGHT

NOTES:
1. SEE SHEET C16 FOR STORMWATER STRUCTURE TABLES.
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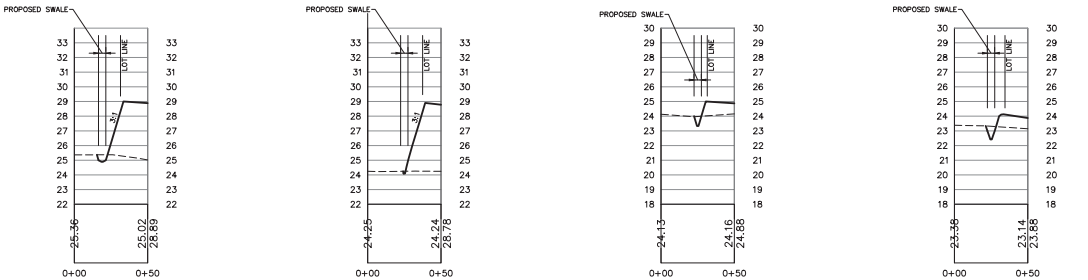

SECTION SW A–A | SECTION SW B–B | SECTION SW C–C | SECTION SW D–D

KEY MAP

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
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NO	DATE	BY	SUBMITTALS/REVISIONS
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2	10-25-23	MLR	SUBMITTED TO CITY
3	02-15-24	MLR	RESUBMITTAL TO SJRWMD
4	03-15-24	MLR	SUBMITTED TO CITY
5	08-15-24	MLR	RESUBMITTAL TO CITY
6	10-11-24	MLR	RESUBMITTAL TO CITY
7	12-12-24	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PAVING, GRADING & DRAINAGE PLAN

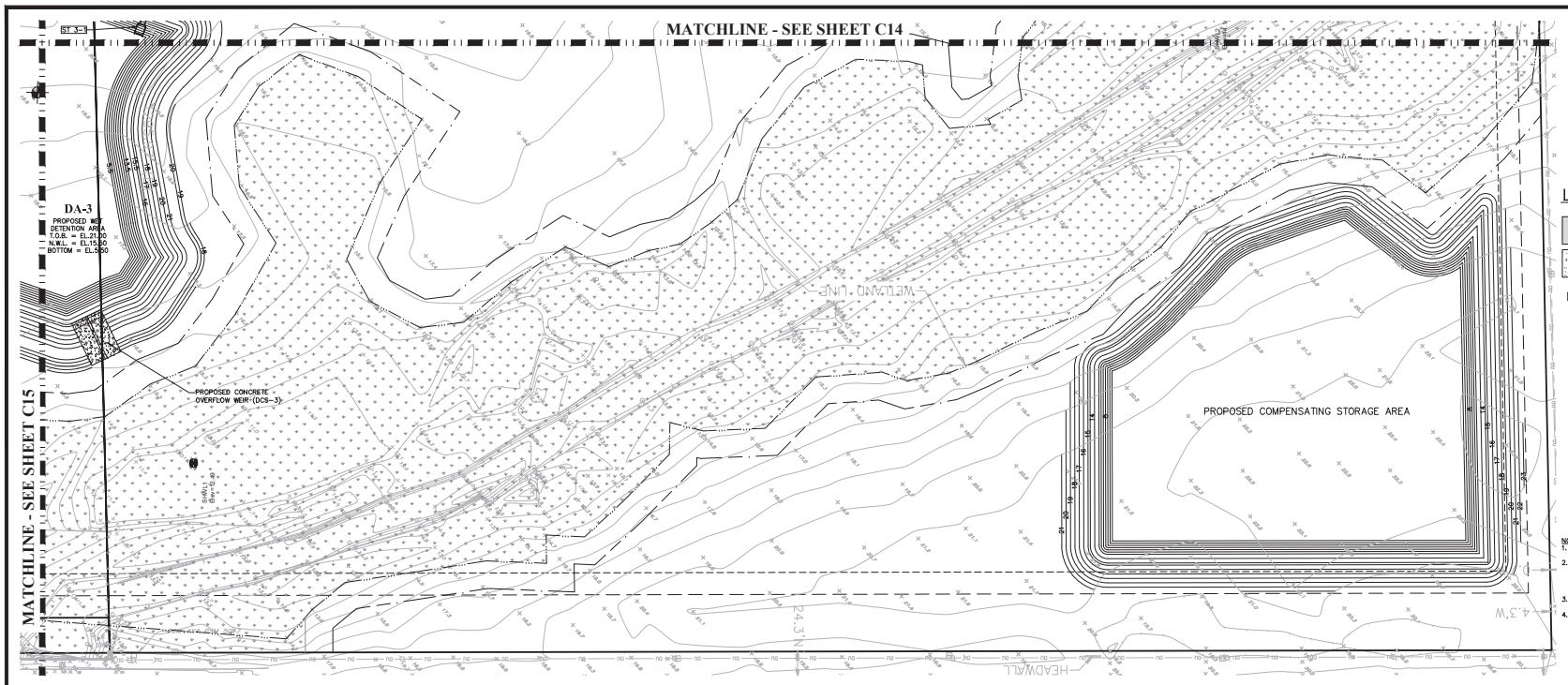
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PGD
XREF'S: 21021_BAS.DWG
XREF'S: ----

Digitally signed by Randy Hudak
DN: cn=Randy Hudak, o=Zev Cohen & Associates, Inc., ou=Civil Engineering, email=randy@zevcohen.com, c=US
Date: 2025.02.24 11:08:00 -05'00'

RANDY M. HUDAK, P.E. NO. 65503
NOT VALID WITHOUT SEAL

SHEET: C15 OF 38



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 16.20 PROPOSED GRADE
- M.E.G. PROPOSED MATCH EXISTING GRADE LABEL
- E.G. EXISTING GRADE LABEL
- FFE PROPOSED FINISHED FLOOR ELEVATION
- PROPOSED FLOW DIRECTION
- A PROPOSED LOT GRADING TYPE
- PROPOSED STREET LIGHT

NOTES:
1. SEE SHEET C16 FOR STORMWATER STRUCTURE TABLES.
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STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-2A	TYPE E INLET – INDEX NO. 425-052	24.68	21.65 (E) 24"x38" ERCP
DCS-2B	MES (30") – INDEX NO. 430-021	–	21.55 (W) 24"x38" ERCP
ST 1-1	MES (48") – INDEX NO. 430-021	–	6.50 (SE) 48" RCP
ST 1-2	MANHOLE (72" DIA.) – INDEX NO. 425-001	21.00	13.00 (S) 48" RCP 6.85 (NW) 48" RCP
ST 1-3	MANHOLE (72" DIA.) – INDEX NO. 425-001	26.09	19.75 (W) 36" RCP 13.70 (N) 48" RCP 13.70 (E) 48" RCP
ST 1-4	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	25.80	20.20 (S) 24" RCP 20.20 (E) 36" RCP
ST 1-5	TYPE C INLET – INDEX NO. 425-052	25.80	20.40 (N) 24" RCP
ST 1-6	MANHOLE (84" DIA.) – INDEX NO. 425-001	24.76	13.00 (W) 48" RCP 6.00 (N) 48" RCP
ST 1-7	MES (36") – INDEX NO. 430-021	11.83	7.50 (W) 36" RCP
ST 1-8	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	23.20	17.30 (W) 24" RCP 11.20 (N) 30" RCP 8.30 (E) 36" RCP 15.85 (S) 30" RCP
ST 1-9	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	23.60	18.05 (NW) 24" RCP 17.50 (N) 30" RCP
ST 1-10	TYPE C INLET – INDEX NO. 425-052	23.60	18.25 (SE) 24" RCP
ST 1-11	MANHOLE (48" DIA.) – INDEX NO. 425-001	23.99	12.25 (N) 30" RCP 12.25 (S) 30" RCP
ST 1-12	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	22.85	13.30 (W) 24" RCP 13.20 (S) 30" RCP 15.45 (N) 24" RCP
ST 1-13	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.51	16.00 (S) 24" RCP 16.00 (NE) 24" RCP
ST 1-14	TYPE E INLET – INDEX NO. 425-052	21.70	16.35 (SW) 24" RCP 16.35 (NW) 24" RCP
ST 1-15	TYPE E INLET – INDEX NO. 425-052	21.70	16.50 (SE) 24" RCP
ST 1-16	TYPE C INLET – INDEX NO. 425-052	23.20	17.50 (E) 24" RCP
ST 1-17	TYPE E INLET – INDEX NO. 425-052	22.85	13.50 (E) 24" RCP
ST 1-18	MES (30") – INDEX NO. 430-021	10.29	8.50 (NE) 30" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 1-19	MANHOLE (60" DIA.) – INDEX NO. 425-001	21.00	10.90 (E) 30" RCP 8.75 (SW) 30" RCP
ST 1-20	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	21.00	11.80 (E) 24" RCP 11.50 (W) 30" RCP 11.50 (S) 24" RCP
ST 1-21	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.11	12.60 (S) 24" RCP 12.60 (N) 24" RCP
ST 1-22	TYPE E INLET – INDEX NO. 425-052	21.00	16.30 (SE) 24" RCP 13.50 (N) 24" RCP
ST 1-23	TYPE C INLET – INDEX NO. 425-052	21.00	16.50 (NW) 24" RCP
ST 1-24	TYPE E INLET – INDEX NO. 425-052	21.00	12.00 (W) 24" RCP
ST 2-1	TYPE E INLET – INDEX NO. 425-052	23.50	19.00 (W) 24" RCP
ST 2-2	TYPE C INLET – INDEX NO. 425-052	27.00	20.80 (W) 18" RCP 19.75 (E) 24" RCP
ST 2-3	TYPE E INLET – INDEX NO. 425-052	27.00	21.00 (E) 18" RCP
ST 2-4	TYPE E INLET – INDEX NO. 425-052	23.50	15.75 (W) 36" RCP
ST 2-5	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	27.00	17.80 (W) 24" RCP 16.50 (E) 36" RCP 16.50 (N) 24" RCP
ST 2-6	MANHOLE (48" DIA.) – INDEX NO. 425-001	28.27	17.75 (N) 24" RCP 17.75 (S) 24" RCP
ST 2-7	TYPE E INLET – INDEX NO. 425-052	27.00	21.30 (W) 24" RCP 19.00 (S) 24" RCP
ST 2-8	TYPE E INLET – INDEX NO. 425-052	27.00	21.50 (E) 24" RCP
ST 2-9	TYPE E INLET – INDEX NO. 425-052	27.00	18.00 (E) 24" RCP
ST 3-1	MES (48") – INDEX NO. 430-021	–	5.50 (W) 48" RCP
ST 3-2	MANHOLE (96" DIA.) – INDEX NO. 425-001	21.00	5.55 (W) 48" RCP 5.55 (E) 48" RCP
ST 3-3	MANHOLE (72" DIA.) – INDEX NO. 425-001	21.25	5.65 (W) 48" RCP 5.65 (E) 48" RCP 13.80 (N) 18" HDPE
ST 3-4	MANHOLE (84" DIA.) – INDEX NO. 425-001	23.92	5.75 (E) 48" RCP 5.75 (S) 48" RCP
ST 3-5	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	23.35	18.05 (W) 18" RCP 5.80 (S) 48" RCP 5.80 (N) 48" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 3-6	TYPE C INLET – INDEX NO. 425-052	23.35	18.25 (E) 18" RCP
ST 3-7	MES (18") – INDEX NO. 430-021	–	7.50 (W) 18" RCP
ST 3-8	MANHOLE (48" DIA.) – INDEX NO. 425-001	21.00	7.85 (E) 18" RCP 16.70 (SW) 18" RCP
ST 3-9	TYPE C INLET – INDEX NO. 425-052	22.35	17.30 (SW) 18" RCP 17.30 (NE) 18" RCP
ST 3-10	TYPE C INLET – INDEX NO. 425-052	22.35	17.50 (NE) 18" RCP
ST 3-11	MES (48") – INDEX NO. 430-021	–	6.50 (SW) 48" RCP
ST 3-12	MANHOLE (72" DIA.) – INDEX NO. 425-001	23.12	7.70 (SE) 48" RCP 7.70 (NE) 48" RCP
ST 3-13	MANHOLE (72" DIA.) – INDEX NO. 425-001	21.77	6.75 (SE) 48" RCP 6.75 (NW) 48" RCP
ST 3-14	MES (15") – INDEX NO. 430-021	–	8.50 (S) 15" HDPE
ST 4-1	MES (48") – INDEX NO. 430-021	–	5.50 (NE) 48" RCP
ST 4-2	TYPE C INLET RISER WITH 60"X60"TYPE J BOTTOM – INDEX NO. 425-010 & 052	21.00	12.05 (NE) 18" RCP 6.30 (SW) 48" RCP 6.30 (NW) 48" RCP
ST 4-3	TYPE C INLET – INDEX NO. 425-052	21.00	12.25 (SW) 18" RCP
ST 4-4	MES (24") – INDEX NO. 430-021	–	13.50 (NW) 24" RCP
ST 4-5	TYPE C INLET – INDEX NO. 425-052	21.80	16.00 (W) 24" RCP 14.00 (SE) 24" RCP
ST 4-6	TYPE C INLET – INDEX NO. 425-052	21.80	16.20 (E) 24" RCP
ST 4-7	MES (24") – INDEX NO. 430-021	–	7.50 (SW) 24" RCP
ST 4-8	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	22.25	17.25 (W) 24" RCP 7.80 (NE) 24" RCP
ST 4-9	TYPE C INLET – INDEX NO. 425-052	22.25	17.45 (E) 24" RCP
ST 4-10	MES (24") – INDEX NO. 430-021	–	7.50 (S) 30" RCP
ST 4-11	MANHOLE (60" DIA.) – INDEX NO. 425-001	22.41	8.30 (N) 30" RCP 12.35 (W) 24" RCP 13.30 (E) 24" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST 4-12	TYPE E INLET – INDEX NO. 425-052	22.50	12.85 (S) 24" RCP 12.85 (E) 24" RCP
ST 4-13	TYPE E INLET – INDEX NO. 425-052	22.50	13.00 (N) 24" RCP
ST 4-14	TYPE E INLET – INDEX NO. 425-052	21.50	14.00 (S) 24" RCP 14.00 (W) 24" RCP
ST 4-15	TYPE E INLET – INDEX NO. 425-052	21.50	14.15 (N) 24" RCP
ST 4-16	MES (30") – INDEX NO. 430-021	–	6.50 (E) 30" RCP
ST 4-17	TYPE C INLET RISER WITH 48"X48"TYPE J BOTTOM – INDEX NO. 425-010 & 052	21.00	13.55 (NE) 24" RCP 7.50 (W) 30" RCP 12.90 (N) 18" RCP
ST 4-18	MANHOLE (48" DIA.) – INDEX NO. 425-001	22.01	13.50 (E) 18" RCP 13.50 (S) 18" RCP
ST 4-19	TYPE C INLET – INDEX NO. 425-052	21.25	15.20 (N) 18" RCP 14.50 (W) 18" RCP
ST 4-20	TYPE C INLET – INDEX NO. 425-052	21.25	15.50 (S) 18" RCP
ST 4-21	TYPE C INLET – INDEX NO. 425-052	21.00	13.75 (SW) 24" RCP
ST OS-3	MES (14" X 23") – INDEX NO. 430-021	–	23.75 (E) 14"x23" ERCP
ST OS-4	MES (14" X 23") – INDEX NO. 430-021	–	23.50 (W) 14"x23" ERCP
ST OS-5	MES (14" X 23") – INDEX NO. 430-021	–	18.40 (N) 14"x23" ERCP
ST OS-6	MES (14" X 23") – INDEX NO. 430-021	–	18.00 (S) 14"x23" ERCP
YD-1	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	13.90 (N) 18" HDPE 13.90 (S) 18" HDPE
YD-2	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	14.30 (N) 18" HDPE 14.30 (S) 18" HDPE
YD-3	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	14.70 (N) 18" HDPE 14.70 (S) 18" HDPE
YD-4	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	15.10 (N) 18" HDPE 15.10 (S) 18" HDPE
YD-5	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	15.50 (N) 15" HDPE 15.50 (S) 18" HDPE
YD-6	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	15.90 (N) 15" HDPE 15.90 (S) 15" HDPE

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
YD-7	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	16.30 (N) 15" HDPE 16.30 (S) 15" HDPE
YD-8	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	16.70 (N) 15" HDPE 16.70 (S) 15" HDPE
YD-9	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	17.10 (N) 15" HDPE 17.10 (S) 15" HDPE
YD-10	15" YARD DRAIN WITH CIRCULAR GRATE	20.56	17.50 (S) 15" HDPE
YD-11	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	14.60 (SE) 15" HDPE 9.00 (N) 15" HDPE
YD-12	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	14.95 (SE) 15" HDPE 14.95 (NW) 15" HDPE
YD-13	15" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.35 (SE) 12" HDPE 15.35 (NW) 15" HDPE
YD-14	12" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.75 (SE) 12" HDPE 15.75 (NW) 12" HDPE
YD-15	12" YARD DRAIN WITH CIRCULAR GRATE	20.70	15.90 (E) 12" HDPE 15.90 (NW) 12" HDPE
YD-16	12" YARD DRAIN WITH CIRCULAR GRATE	20.70	16.20 (E) 12" HDPE 16.20 (W) 12" HDPE
YD-17	12" YARD DRAIN WITH CIRCULAR GRATE	20.70	16.60 (E) 12" HDPE 16.60 (W) 12" HDPE
YD-18	12" YARD DRAIN WITH CIRCULAR GRATE	20.70	17.00 (W) 12" HDPE

KEY MAP

C13 C14 C15 C16

ZEV COHEN & ASSOC., INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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WWW.ZEVCOHEN.COM

NO	DATE	BY	SUBMITTALS/ REVISIONS
1	09-25-23	MLR	SUBMITTED TO SJRWMD
2	12-20-23	MLR	SUBMITTED TO CITY
3	02-15-24	MLR	RESUBMITTAL TO SJRWMD
4	03-15-24	MLR	SUBMITTED TO CITY
5	05-15-24	MLR	RESUBMITTAL TO SJRWMD
6	10-11-24	MLR	RESUBMITTAL TO CITY
7	12-12-24	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

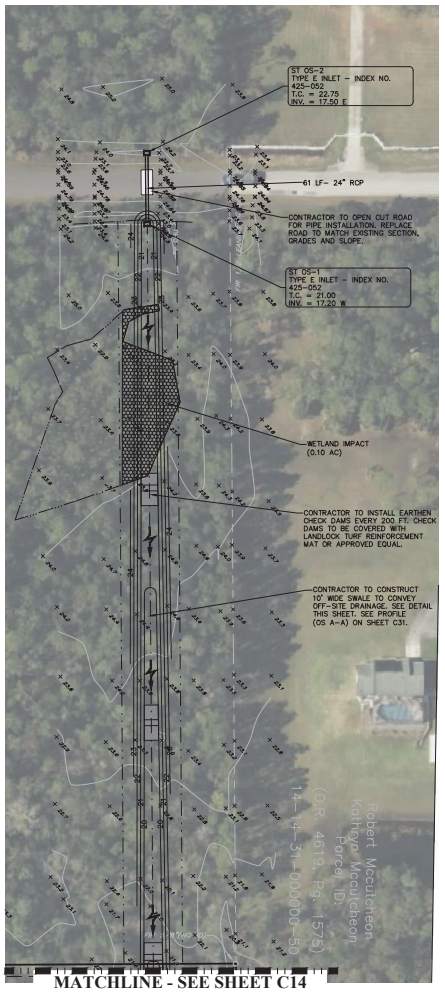
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PGD
XREFS: 21021_BAS.DWG
XREFS: ---

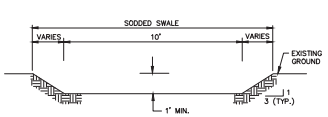
Digitally signed by Randy Hudak
DN: CN=Randy Hudak, O=Zev Cohen & Assoc., Inc., OU=Engineering, E=randy@zevcohen.com, C=US
Reason: I am the author of this document
Location: Florida
Date: 2023-12-21 11:18:51-05'00'
RANDY M. HUDAK, P.E. NO. 65503
NOT VALID WITHOUT SEAL

SHEET: C16 OF 38

Randy Hudak



MATCHLINE - SEE SHEET C14



TYPICAL 10' WIDE SWALE SECTION
N.T.S.

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- PROPOSED GRADE (38.20)
- PROPOSED MATCH EXISTING GRADE LABEL (M.E.G.)
- E.G. EXISTING GRADE LABEL
- PROPOSED FLOW DIRECTION

Section 2721

Engineered Surface Drainage Products

GENERAL

PVC surface drainage inlets shall include the drain basin type as indicated on the contract drawing and referenced within the contract specifications. The ductile iron grates for each of these fittings are to be considered an integral part of the surface drainage inlet and shall be furnished by the same manufacturer. The surface drainage inlets shall be as manufactured by Nyloplast a division of Advanced Drainage Systems, Inc., or prior approved equal.

MATERIALS

The drain basins required for this contract shall be manufactured from PVC pipe stock, utilizing a thermoforming process to reform the pipe stock to the specified configuration. The drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. This joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.

The grates and frames furnished for all surface drainage inlets shall be ductile iron for structure sizes 8", 10", 12", 15", 18", 24", 30" and 36" and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting various wheel loads as specified by Nyloplast. 12" and 15" square grates will be hinged to the frame using pins. Ductile iron used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05. Grates and covers shall be provided painted black.

INSTALLATION

The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures. The backfill material shall be crushed stone or other granular material meeting the requirements of class 1, class 2, or class 3 material as defined in ASTM D2321. Bedding and backfill for surface drainage inlets shall be well placed and compacted uniformly in accordance with ASTM D2321. The drain basin body will be cut at the time of the final grade. No brick, stone or concrete block will be required to set the grate to the final grade height. For load rated installations, a concrete slab shall be poured under and around the grate and frame. The concrete slab must be designed taking into consideration local soil conditions, traffic loading, and other applicable design factors. For other installation considerations such as migration of fines, ground water, and soft foundations refer to ASTM D2321 guidelines.

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MATERIAL | PROJECT NO. NAME

3122 KEDRON AVE.
BUFORD, GA 30519
PHN (770) 932-2442
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: 8 IN - 36 IN DRAIN BASIN SPECIFICATIONS

DWG NO. 7001-110-001 | REV F

WHEN ARE INLINE DRAINS USED?

2706AG __ X
2710AG __ X
2712AG __ X
2715AG __ X
2718AG __ X
2724AG __ X
2730AG __ X

1: TO ENTER AN EXISTING LINE USING A TEE & RISER
2: AT THE BEGINNING OF A DRAIN LINE USING AN ELBOW & RISER
RISER
TEE
ELBOW

TYPICAL INSTALLATIONS

TYPICAL INSTALLATION OF NYLOPLAST DRAIN BASIN AND INLINE DRAIN

INLINE DRAIN
DRAIN BASIN
(3) VARIABLE ELEVATION
WATERTIGHT ADAPTERS AVAILABLE FOR MOST COMMON PLASTIC PIPING SYSTEMS
12" DRAIN BASIN
10" INLINE DRAIN
(2) INLET & OUTLET ADAPTERS CAN BE PUT ON ANY ANGLE
17" INLINE DRAIN

WHEN ARE DRAIN BASINS USED?

2836AG __ X
2815AG __ X
2812AG __ X
2815AG __ X
2818AG __ X
2824AG __ X
2830AG __ X
2836AG __ X

1: TO CHANGE ELEVATION
2: TO CHANGE PIPE DIAMETER
3: TO CHANGE PIPE TYPE
4: FOR SHALLOW APPLICATIONS
5: TO CHANGE DIRECTION
CORRUGATED HDPE PIPE
SMOOTH WALL PVC

1 - STRUCTURALS & ADAPTERS AVAILABLE IN ANGLES 9° - 36°
2 - ADAPTERS CANNOT BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 48" DUE TO SHIPPING RESTRICTIONS SEE DRAWING NO. 7001-110-000
4 - 8" INLINE DRAIN CONFORMS TO 24" DIAMETER WELL SEE REQUIRED FOR 36" DRAIN BASINS

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DRAWN BY: AWA | DATE: 8-19-09 | REVISED BY: NMH | DATE: 11-2-18 | DWG SIZE: A | SCALE: 1:48 | SHEET: 1 OF 1

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3122 KEDRON AVE.
BUFORD, GA 30519
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TITLE: 8 IN - 36 IN TYPICAL INSTALLATION OPTIONS

DWG NO. 7001-110-042 | REV E

NYLOPLAST RISER EXTENSION: 29 __ AG

12" INCREMENTAL EXTENSION
4" ON BODY SIZES 12" - 24"
6" ON BODY SIZES 30"
FIELD GLUE JOINT
3" ON BODY SIZES 8" & 10"

1. NYLOPLAST RISER JOINTS SHALL BE FIELD INSTALLED USING THE GUIDELINES OUTLINED IN ASTM D2855.
2. PVC CEMENT USED SHALL MEET THE REQUIREMENTS OF ASTM D2564.
3. PVC PRIMER USED SHALL MEET THE REQUIREMENTS OF ASTM F656.

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MATERIAL | PROJECT NO. NAME

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BUFORD, GA 30519
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FAX (770) 932-2490
www.nyloplast-us.com

TITLE: 8 IN - 36 IN RISER EXTENSION

DWG NO. 7001-110-063 | REV E

NYLOPLAST DRAIN BASIN WITH STANDARD GRATE

(1, 2) INTEGRATED DUCTILE IRON FRAME & GRATE TO MATCH BASIN O.D.
18" MIN WIDTH GUIDELINE
8" MIN THICKNESS GUIDELINE
(3) VARIABLE INVERT HEIGHTS AVAILABLE ACCORDING TO PLANS(TANGE OFF)
MINIMUM PIPE BURIAL DEPTH PER PIPE MANUFACTURER RECOMMENDATION (MIN. MANUFACTURING REQ. SAME AS MIN. SUMP FOR 8"-30" BASINS. 30" BASINS REQ. 2.25 FT FOR REDUCING CONE)
(5) ADAPTER ANGLES (ADAPTER ANGLE 0° - 360° AVAILABLE ON FLANGE)
(6, 7) TRAFFIC LOADS: CONCRETE SLAB DIMENSIONS ARE FOR GUIDELINE PURPOSES ONLY. ACTUAL CONCRETE SLAB MUST BE DESIGNED TAKING INTO CONSIDERATION LOCAL SOIL CONDITIONS, TRAFFIC LOADING, & OTHER APPLICABLE DESIGN FACTORS. SEE DRAWING NO. 7001-110-111 FOR NON TRAFFIC INSTALLATION.
(4) VARIOUS TYPES OF INLET & OUTLET ADAPTERS AVAILABLE. 4" - 30" FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL, ADSANCHOR SINGLE WALL) & 6"-12" PVC SEWER (EX: SDR 35) PVC DWV (EX: SCH 40), PVC CIB/DIC/BS, CORRUGATED & RIBBED PVC
WATERTIGHT JOINT (CORRUGATED HDPE SHOWN)
4" MIN ON 8" - 24" 6" MIN ON 30" & 36"
(3) VARIABLE SUMP DEPTH ACCORDING TO PLANS 18" MIN. ON 8" - 24", 18" MIN. ON 30" & 12" MIN. ON 36" BASED ON MANUFACTURING REQ.)
8" - 36"
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

1 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2 - 8" - 30" STANDARD GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05. 36" STANDARD GRATES GO DIRECTLY ONTO DRAIN BASIN WITH THE USE OF A PVC BODY TOP. SEE DRAWING NO. 7001-110-063
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 48" DUE TO SHIPPING RESTRICTIONS SEE DRAWING NO. 7001-110-000
4 - ENHANCED DESIGN ON STRUCTURAL WALL THICKNESS SHALL CONFORM TO ADS N-12 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL) & N-12/HT & PVC SEWER (8" - 36").
5 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012
6 - 6" INLINE DRAIN CONFORMS TO 24" (610 MM) WELL
7 - 8" & 10" STANDARD GRATES ARE RATED FOR LIGHT DUTY APPLICATIONS ONLY. NO CONCRETE COLLAR NEEDED FOR LIGHT DUTY RATING.

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DRAWN BY: GEC | DATE: 1-23-06 | REVISED BY: NMH | DATE: 06-12-19 | DWG SIZE: A | SCALE: 1:48 | SHEET: 1 OF 1

MATERIAL | PROJECT NO. NAME

3122 KEDRON AVE.
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FAX (770) 932-2490
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TITLE: DRAIN BASIN WITH STANDARD GRATE QUICK SPEC INSTALLATION DETAIL

DWG NO. 7001-110-165 | REV F

NON TRAFFIC INSTALLATION

DRAIN BASIN

GRATE/COVER
TOP SOIL
4" MIN ON 8" - 24" 6" MIN ON 30" & 36"
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

INLINE DRAIN

GRATE/COVER
TOP SOIL
THE BACKFILL MATERIAL SHALL BE CRUSHED STONE OR OTHER GRANULAR MATERIAL MEETING THE REQUIREMENTS OF CLASS I, CLASS II, OR CLASS III MATERIAL AS DEFINED IN ASTM D2321. BEDDING & BACKFILL FOR SURFACE DRAINAGE INLETS SHALL BE PLACED & COMPACTED UNIFORMLY IN ACCORDANCE WITH ASTM D2321.

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MATERIAL | PROJECT NO. NAME

3122 KEDRON AVE.
BUFORD, GA 30519
PHN (770) 932-2442
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: DRAIN BASIN & INLINE DRAIN NON TRAFFIC INSTALLATION

DWG NO. 7001-110-111 | REV F

10 IN - 24 IN DROP-IN LOCKING KIT - P/N 1024DROPLOCK

DRAIN BASIN

WALL MOUNT SHOULD BE INSTALLED 1.38" - 2.00" BELOW THE STRUCTURE TOP

INLINE DRAIN

WALL MOUNT SHOULD BE INSTALLED 1.38" - 2.00" BELOW THE STRUCTURE TOP

LOCKING DEVICE SHALL BE STAINLESS STEEL TO BE USED WITH PVC RISER ONLY

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DRAWN BY: GEC | DATE: 01-03-13 | APPD BY: JJC | DATE: 01-03-13 | DWG SIZE: A | SCALE: 1:20 | SHEET: 1 OF 1

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3122 KEDRON AVE.
BUFORD, GA 30519
PHN (770) 932-2442
FAX (770) 932-2490
www.nyloplast-us.com

TITLE: 10 IN - 24 IN DROP-IN LOCKING KIT

DWG NO. 7001-110-037 | REV A

ZEVCOHEN & ASSOCIATES, INC.
200 PATRICIA LANE, SUITE C
DESOTO, TEXAS 75115
WWW.ZEVCOHEN.COM

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3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-15-23	MLR	SUBMITTED TO CITY
5	09-13-23	MLR	RESUBMITTAL TO SJRWMD
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
OFF-SITE DRAINAGE PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 13-16_21021-PGD
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Digitally signed by Randy Hudak
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Randy Hudak

RANDY M. HUDAK, P.E. NO. 83503
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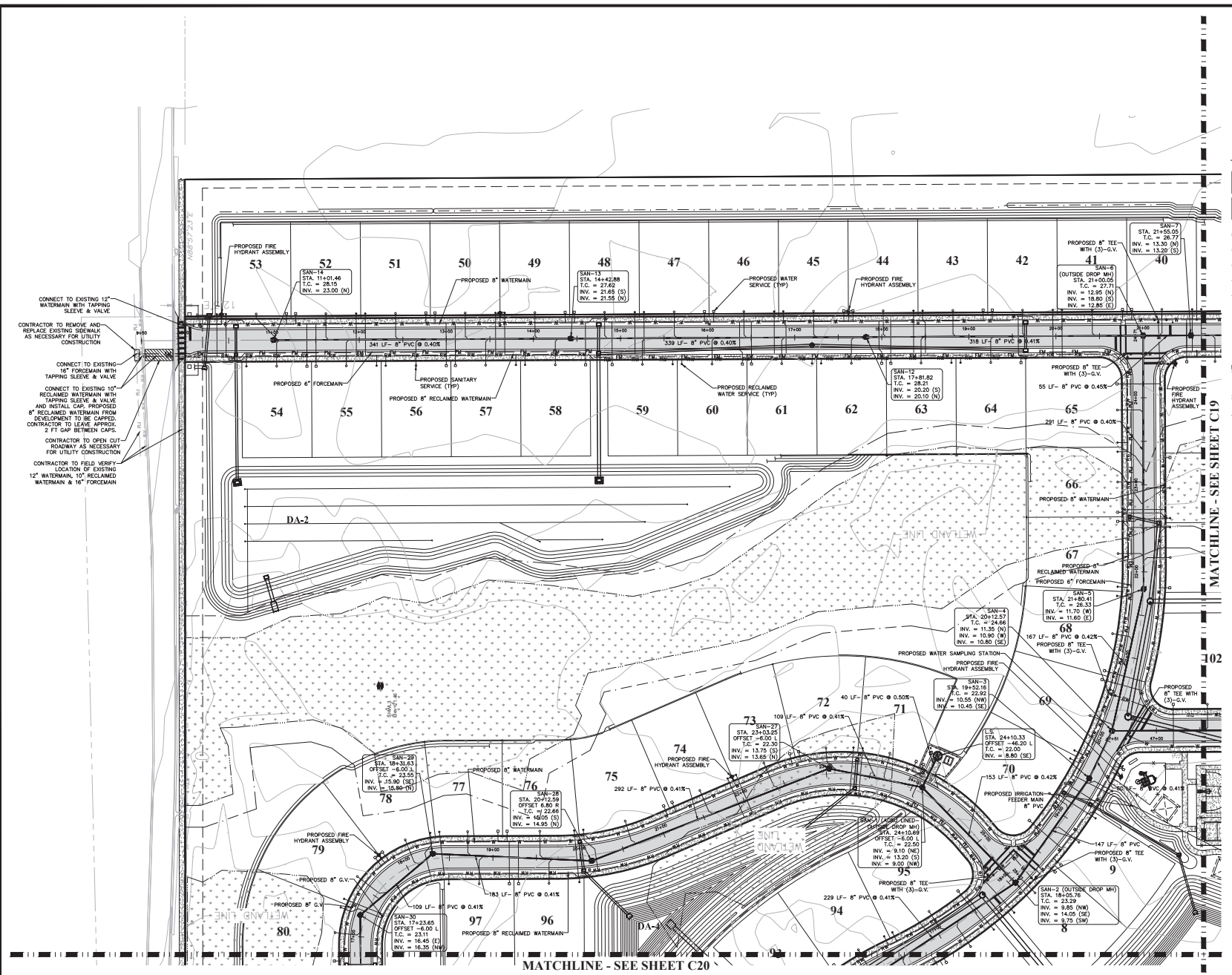
SHEET: C17 OF 38

Page 872 of 1185



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5	08-15-23	MLR	SUBMITTED TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-12-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
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XREFS: XXXXX.DWG

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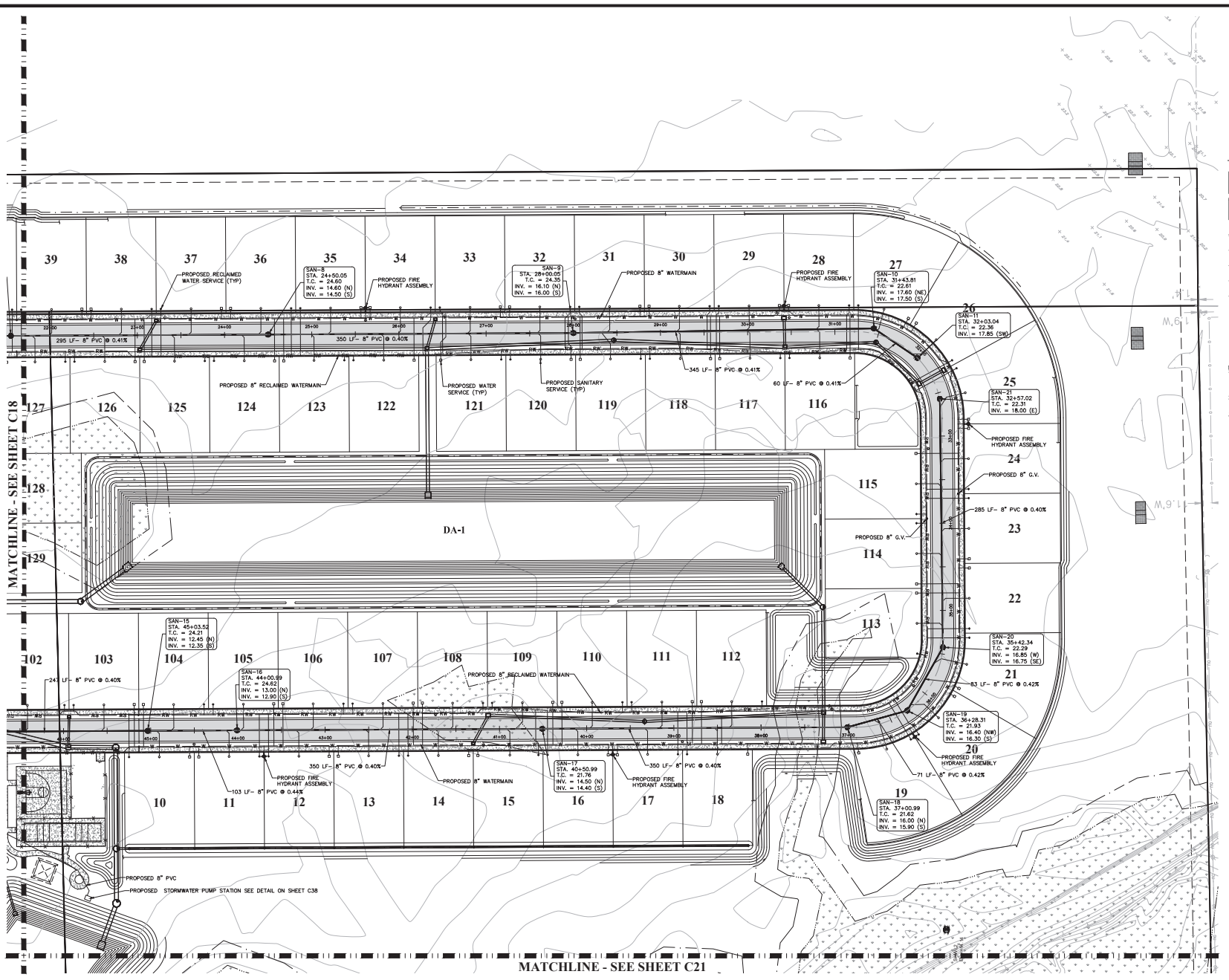

SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- SS — PROPOSED SANITARY SERVICE
- W — PROPOSED WATERMAIN
- R — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED STREET LIGHT

NOTES:
1. CONTRACTOR TO PROVIDE 10 LF CONCRETE ENCASEMENT OF GRAVITY SEWER WHERE MINIMUM DEP CLEARANCE CANNOT BE ACHIEVED AND/OR MAINTAINED.
2. ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. LOCATIONS OF PROPOSED DRIVEWAYS ARE TO AVOID CONFLICTS WITH WATER, SANITARY SEWER AND RECLAIMED WATER SERVICES.

KEY MAP

C18	C19
C20	C21

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2	12-15-21	M.A.	SUBMITTED TO CITY
3	02-15-23	M.A.	RESUBMITTAL TO LANYARD
4	03-15-23	M.A.	SUBMITTED TO CITY
5	08-15-23	M.A.	SUBMITTED TO CITY
6	10-11-23	M.A.	RESUBMITTAL TO CITY
7	12-21-23	M.A.	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 17-20_21021-UTL
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

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Reason: I am the author of this document
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RANDY M. HUDAK, P.E. NO. 65553
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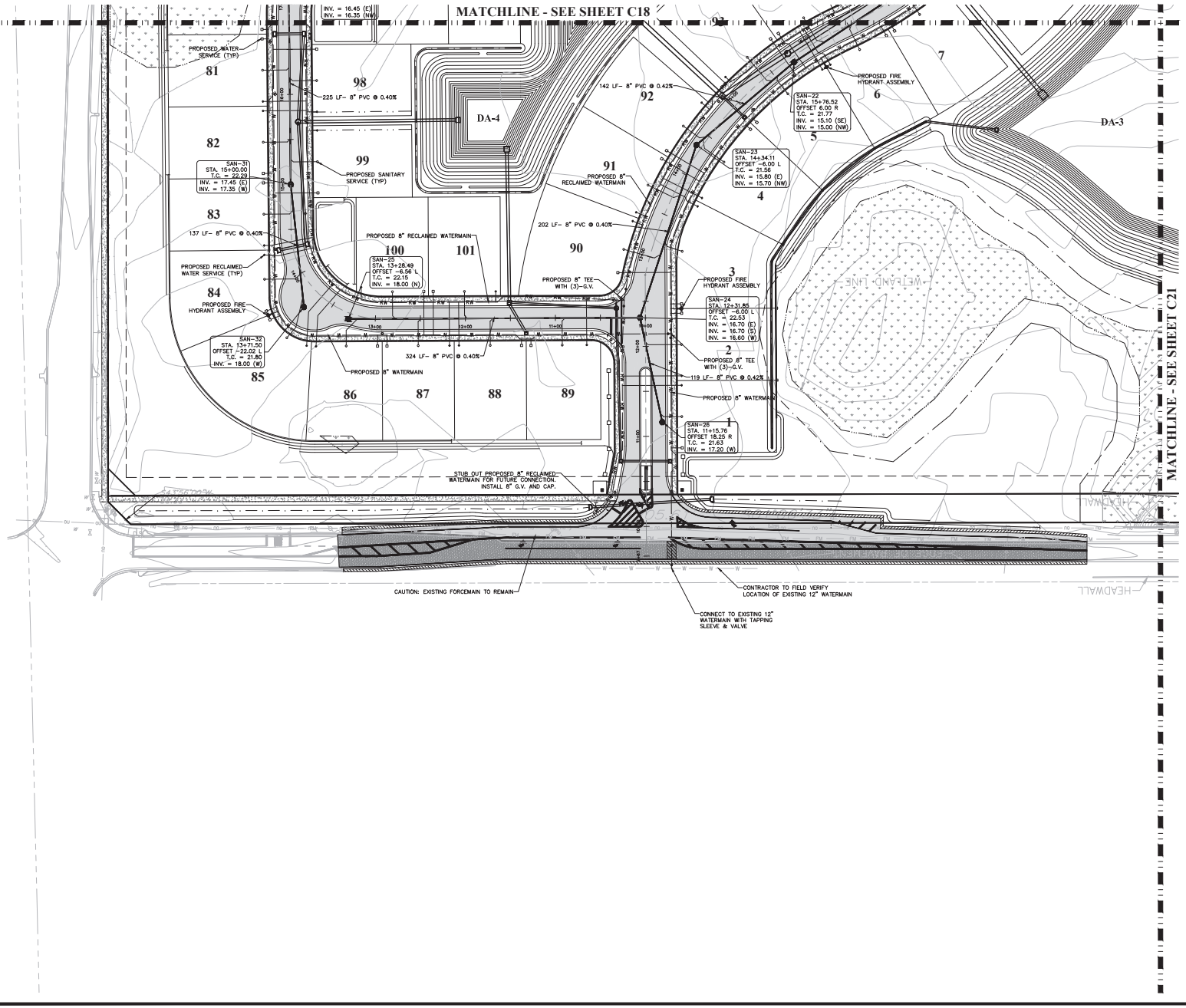
Randy Hudak



0 25 50 75 100
SCALE : 1" = 50'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED SANITARY MAIN AND MANHOLE
- SS — PROPOSED SANITARY SERVICE
- W — PROPOSED WATERMAIN
- R — PROPOSED RECLAIMED WATERMAIN
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- PROPOSED FIRE HYDRANT ASSEMBLY
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- PROPOSED STREET LIGHT

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2. ALL GRAVITY SEWER PIPE LESS THAN 4 FT OR GREATER THAN 10 FT IN DEPTH TO BE C-900 GREEN PVC WITH COMPATIBLE SERVICE FITTINGS.
3. LOCATIONS OF PROPOSED DRIVEWAYS ARE TO AVOID CONFLICTS WITH WATER, SANITARY SEWER AND RECLAIMED WATER SERVICES.

KEY MAP

ZEV COHEN & ASSOCIATES, INC.
300 WINTERSPRINGS BLVD., STE. C
OREGON BEACH, FL 32174
WWW.ZEVCOHEN.COM

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4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS UTILITY PLAN

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 17-20_21021-UTL
XREF'S: XXXXX.DWG
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Randy Hudak

RANDY M. HUDAK, P.E. NO. 65053
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5	08-15-23	MLR	SUBMITTED TO SJRWMD
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-12-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
UTILITY PLAN

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
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DRAWING FILE: 17-20_21021-UTL
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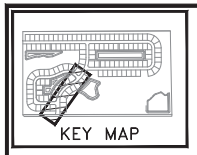
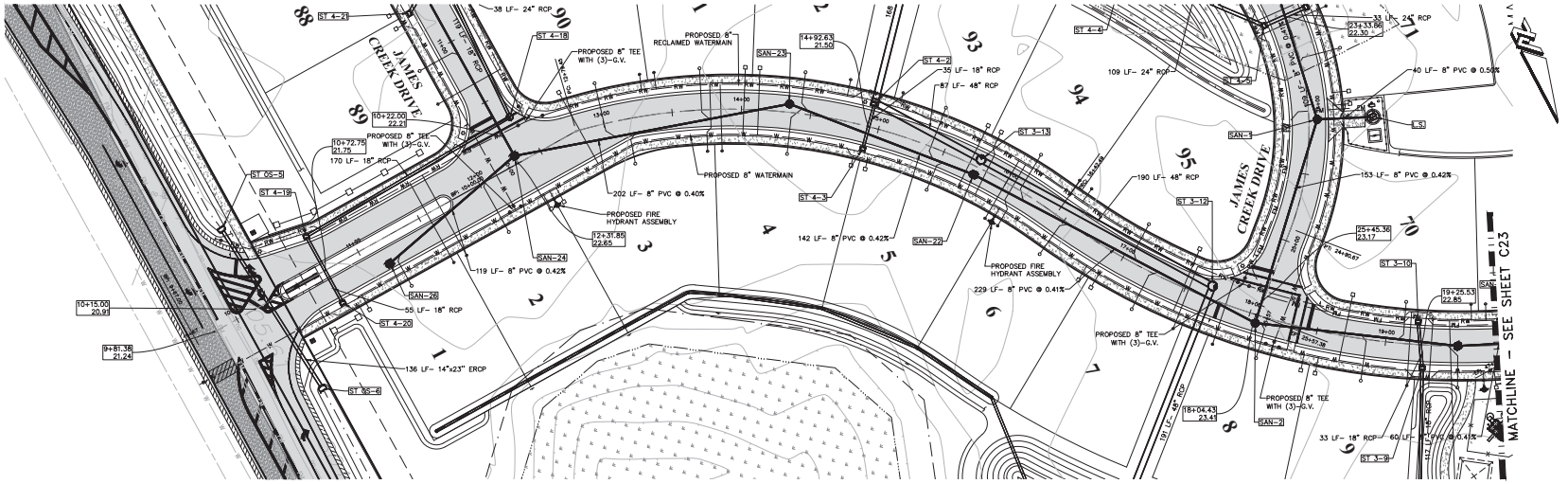


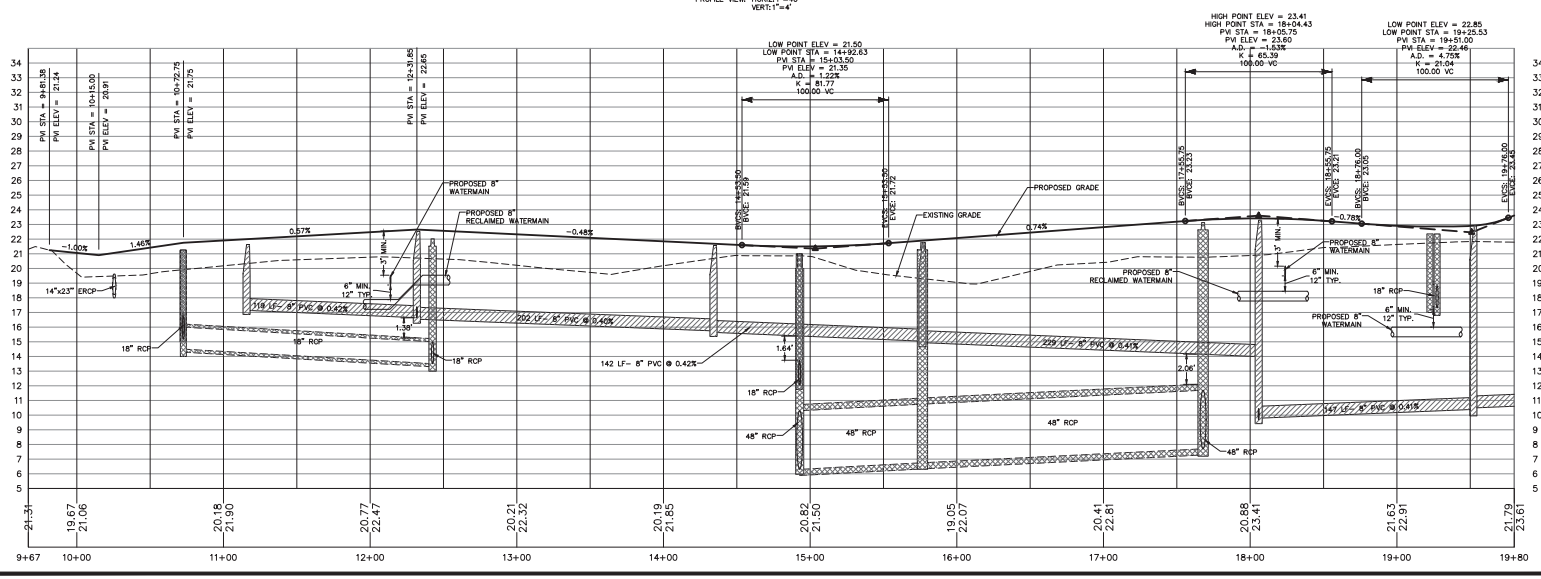
LEGEND:

PROPOSED SANITARY MAIN AND MANHOLE	PROPOSED FORCEMAIN
PROPOSED WATERMAIN	PROPOSED STORMWATER INLET
PROPOSED FIRE MAIN	PROPOSED STORMWATER MANHOLE
PROPOSED RECLAIMED WATERMAIN	PROPOSED MES



TATTERSALL BOULEVARD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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DYMOND BEACH, FL 32174
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TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-26-21	MLR	SUBMITTED TO SJRWMD
2	12-09-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	06-19-23	MLR	SUBMITTED TO COUNTY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 22-29_21021-PP
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

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E=Question.AI3.0.0.0000000C2C7B0E1F0000A0, C=US, O=Zev Cohen and Associates, Inc., OU=Civil Engineer, Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
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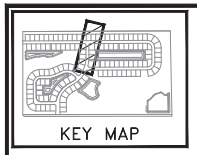
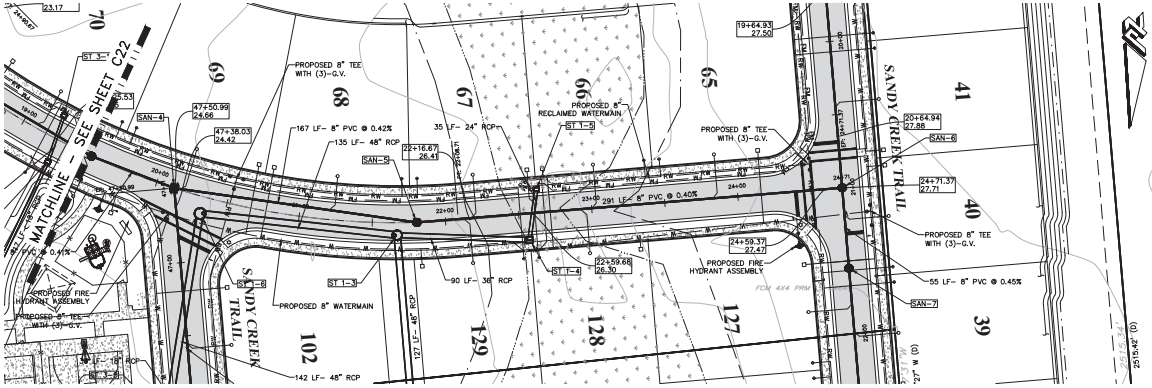
SHEET: C22 OF 38


KEY MAP

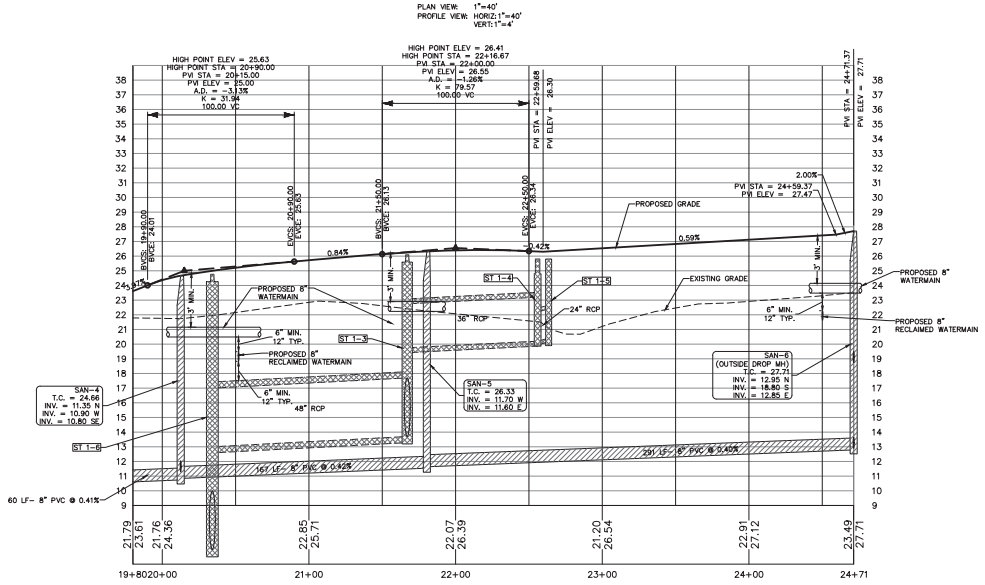
LEGEND:

	PROPOSED SANITARY MAIN AND MANHOLE	FM	PROPOSED FORCEMAIN
W	PROPOSED WATERMAIN	OR	PROPOSED STORMWATER INLET
F	PROPOSED FIRE MAIN		PROPOSED STORMWATER MANHOLE
R	PROPOSED RECLAIMED WATERMAIN		PROPOSED MES



TATTERSALL BOULEVARD PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40' VERT:1"=4'



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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

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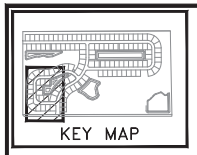
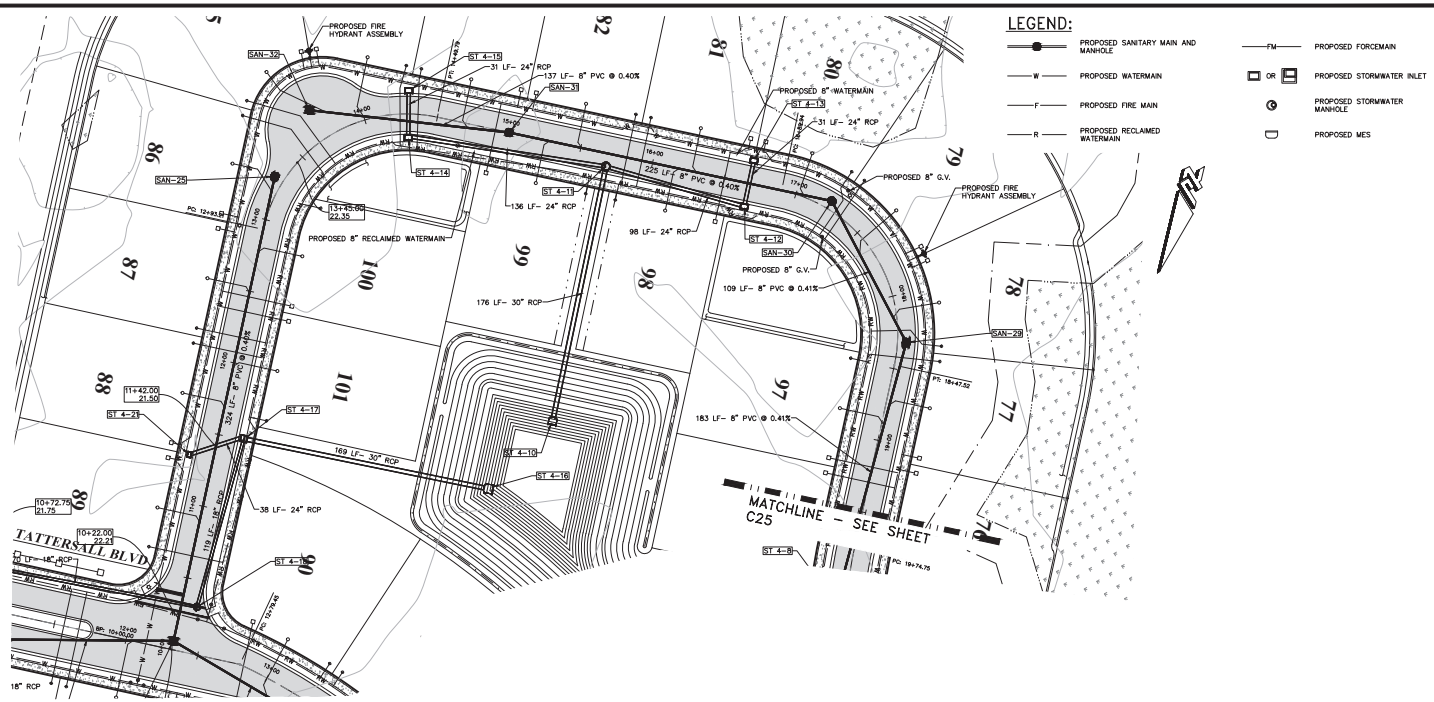
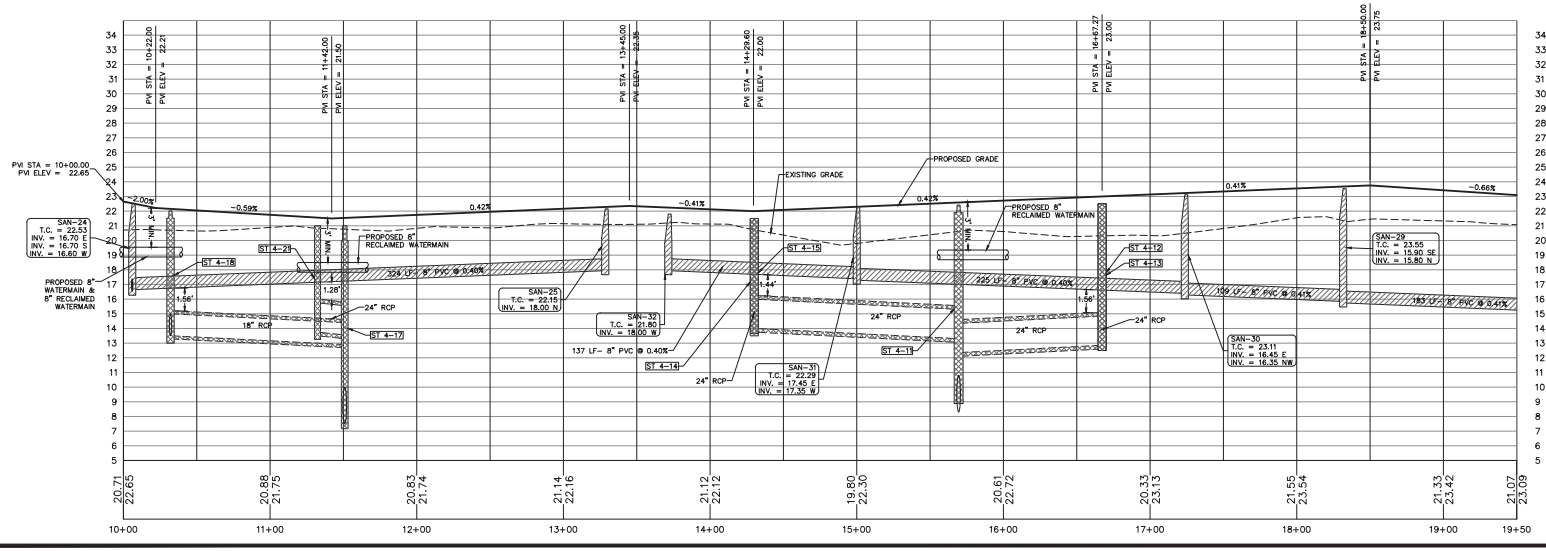




JAMES CREEK DRIVE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
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CHECKED BY: RMH
DRAWING FILE: 22-29_21021-PP
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XREF'S: XXXXX.DWG

Randy Hudak

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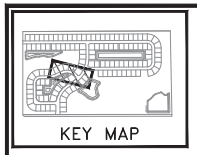
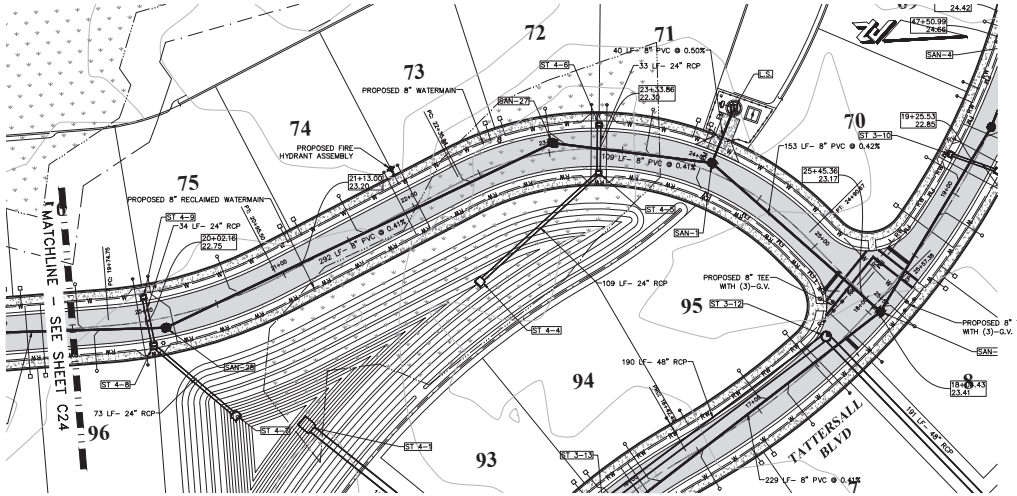
SHEET: C24 OF 38



LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES



JAMES CREEK DRIVE PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
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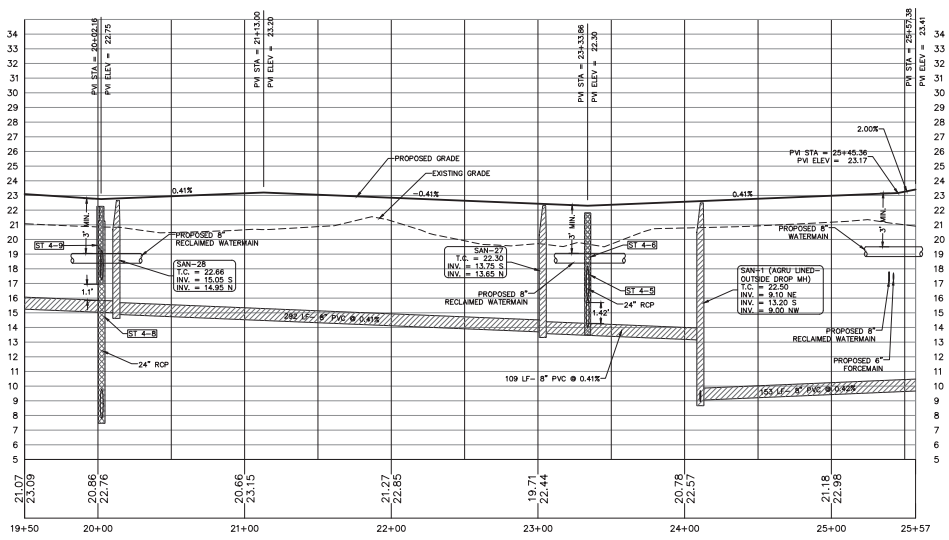

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CIVIL ENGINEERING
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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
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DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 22-29_21021-PP
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

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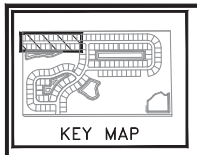
SHEET: C25 OF 38



LEGEND:

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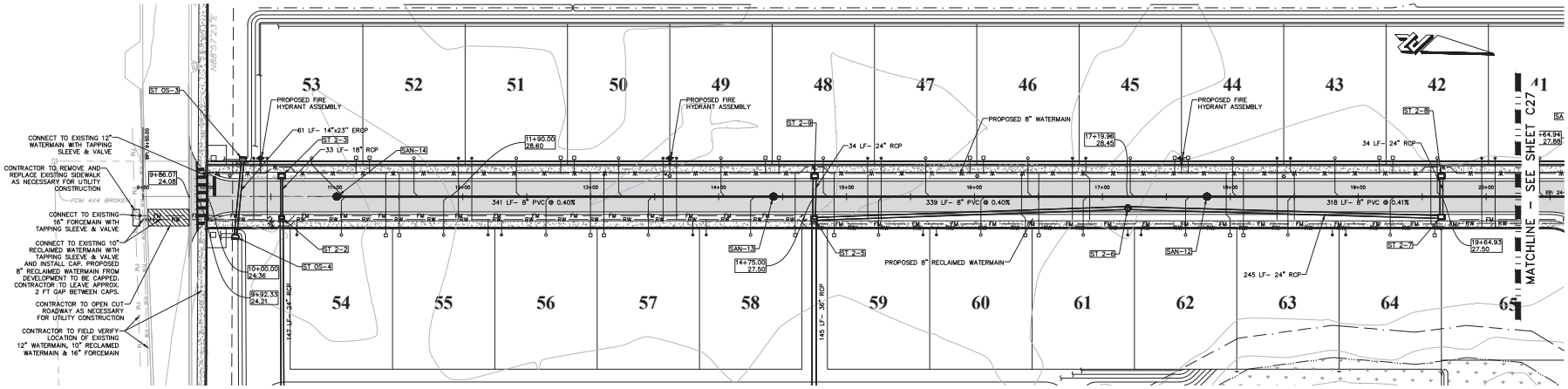
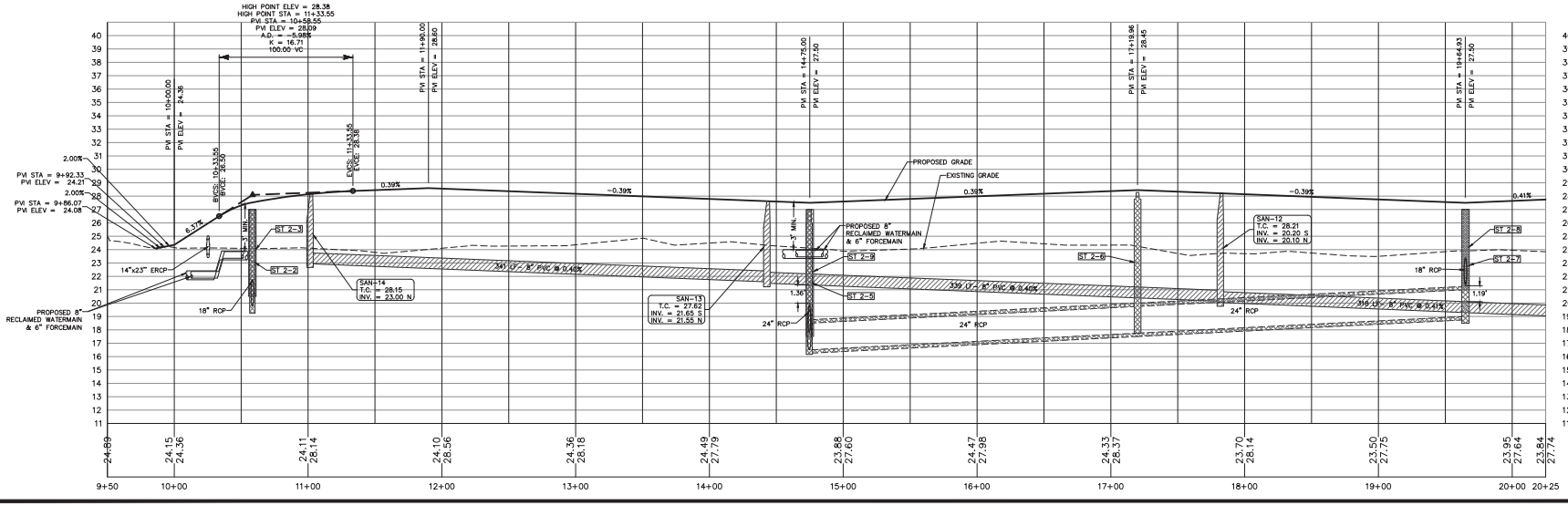
R	PROPOSED RECLAIMED WATERMAIN		PROPOSED MES



SANDY CREEK TRAIL PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
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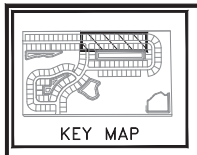
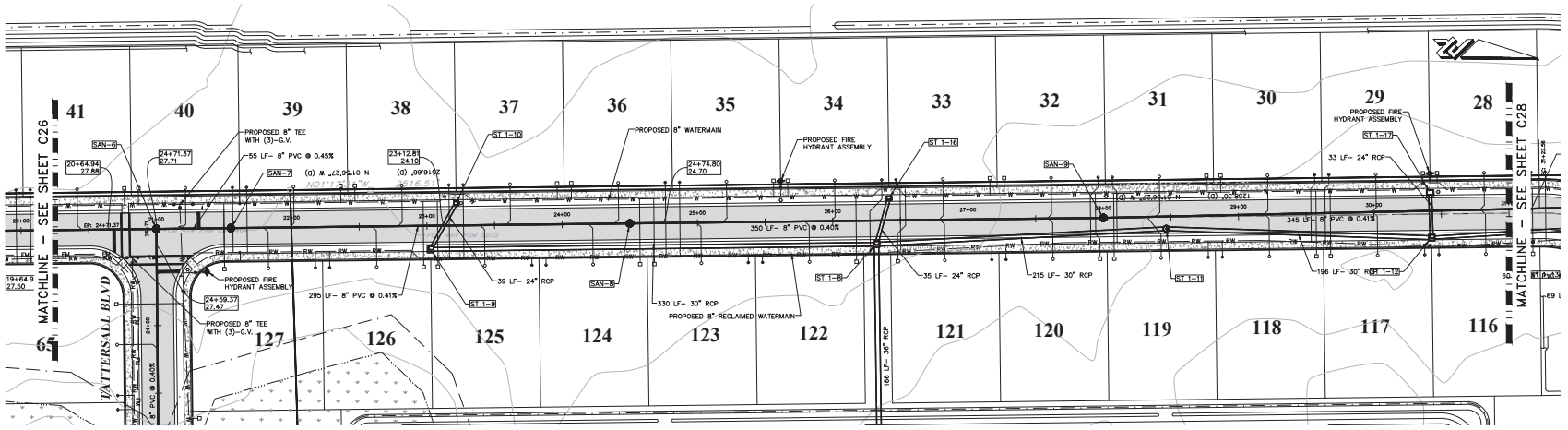
SHEET: C26 OF 38

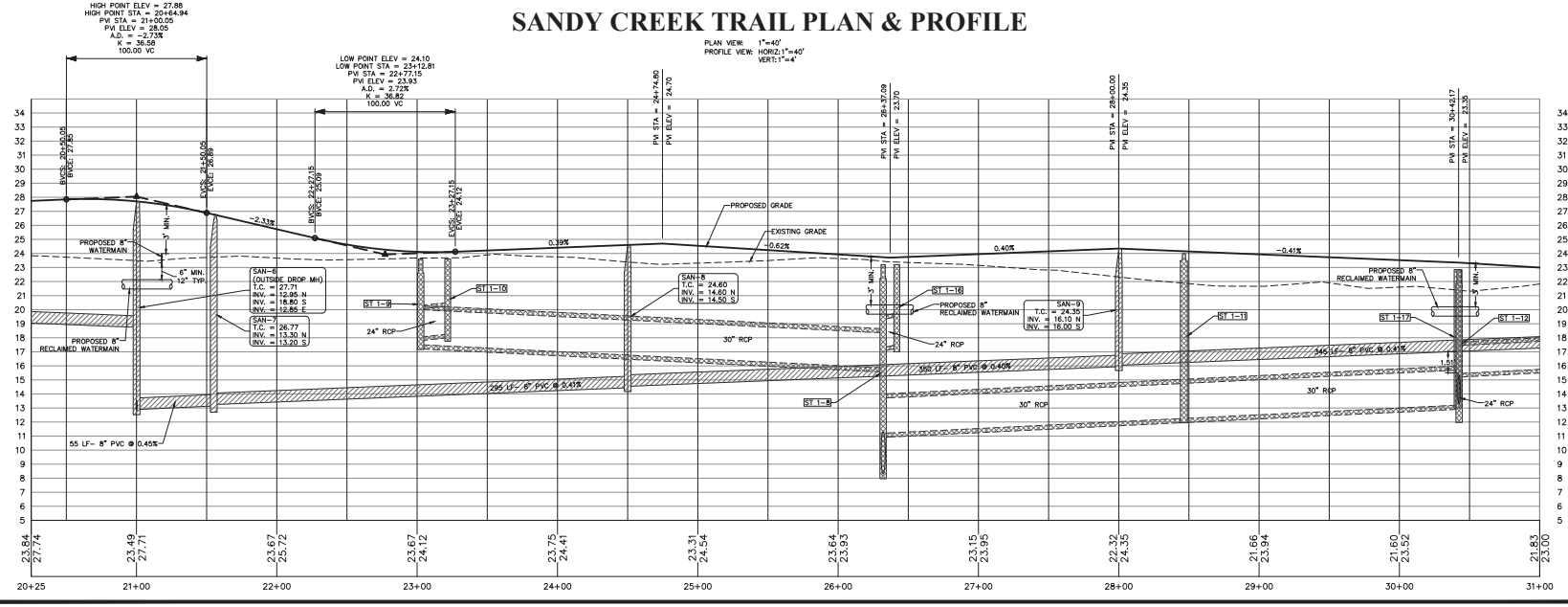


LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- PROPOSED WATERMAIN
- PROPOSED FIRE MAIN
- PROPOSED RECLAIMED WATERMAIN
- PROPOSED FORCEMAIN
- PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES



SANDY CREEK TRAIL PLAN & PROFILE



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TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
PLAN & PROFILE

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
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CHECKED BY: RMH
DRAWING FILE: 22-29_21021-PP
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Randy Hudak

RANDY M. HUDAK, P.E. NO. 65503
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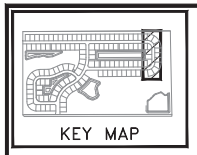
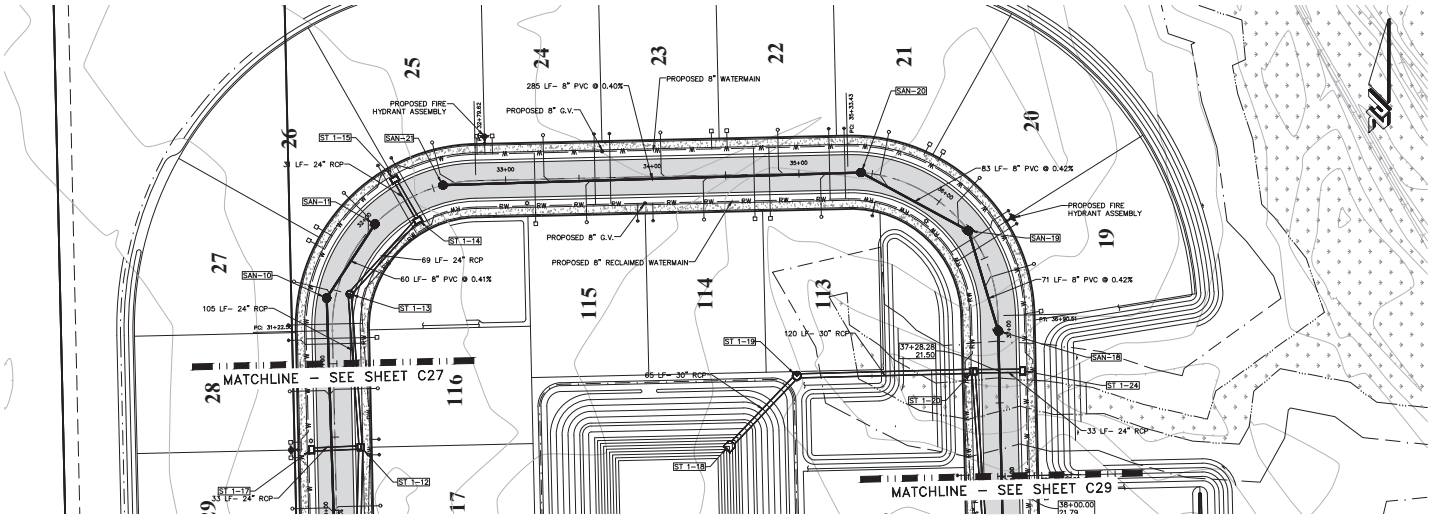
SHEET: C27 OF 38


KEY MAP

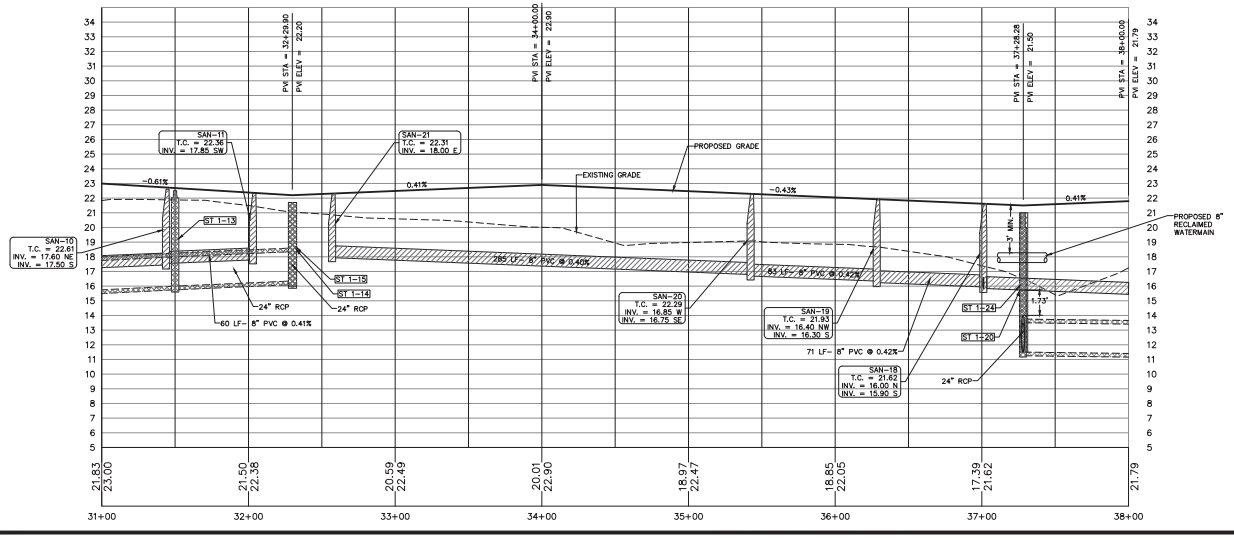
LEGEND:

- PROPOSED SANITARY MAIN AND MANHOLE
- W — PROPOSED WATERMAIN
- F — PROPOSED FIRE MAIN
- R — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES



SANDY CREEK TRAIL PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40'
VERT:1"=4'



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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

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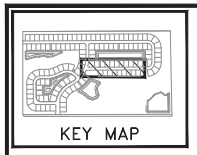
SHEET: C28 OF 38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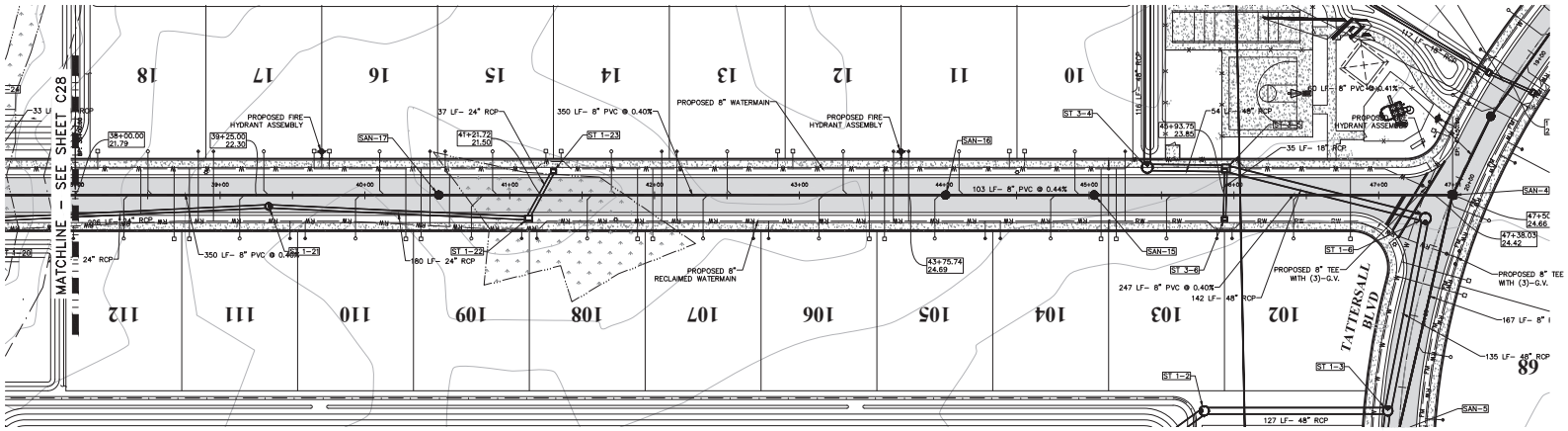
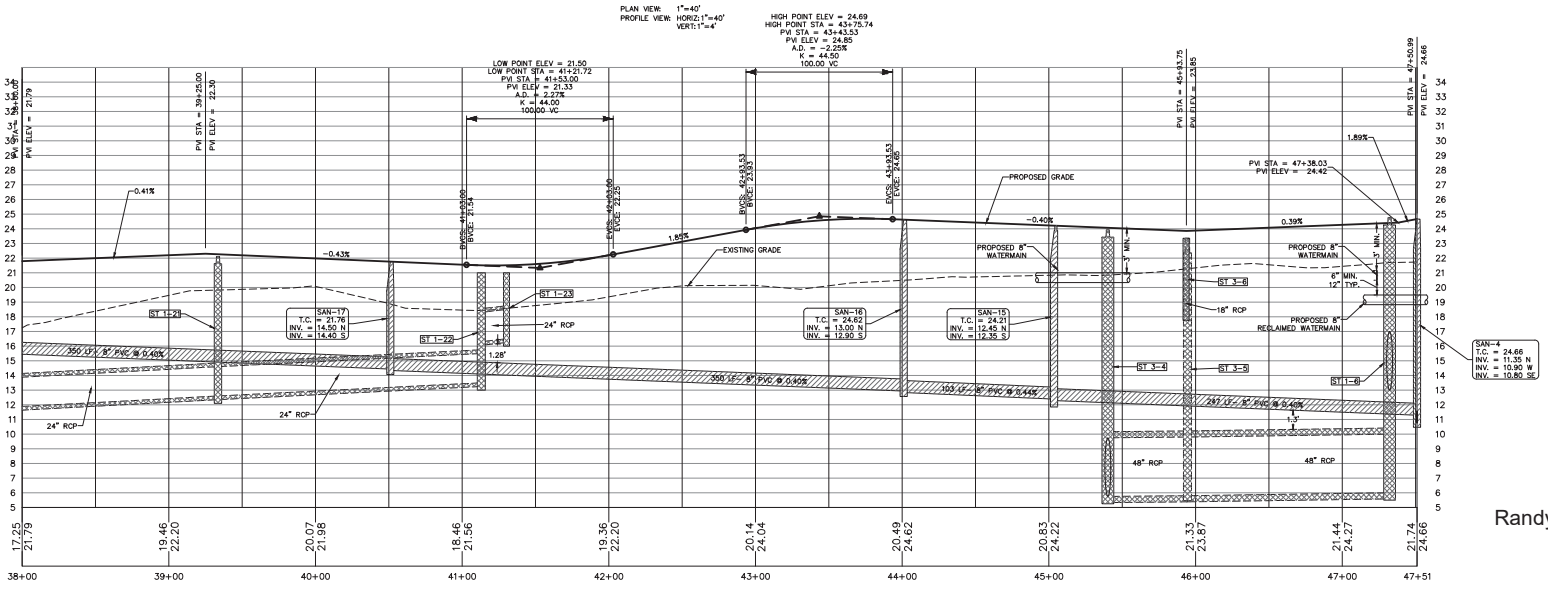


SANDY CREEK TRAIL PLAN & PROFILE

PLAN VIEW: 1"=40'
PROFILE VIEW: HORIZ:1"=40' VERT:1"=4'



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CIVIL ENGINEERING
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TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS PLAN & PROFILE

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

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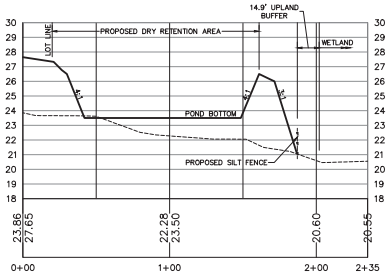
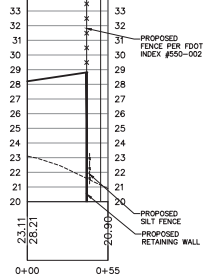


SECTION A–A



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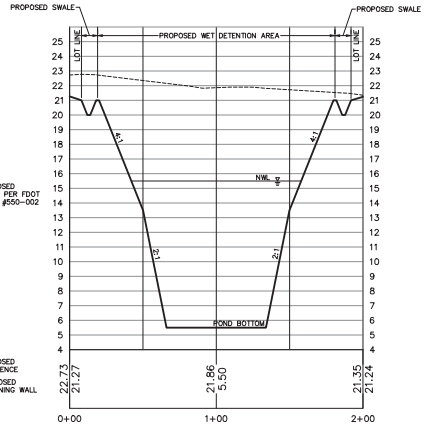
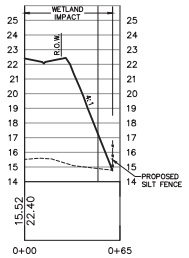


SECTION C–C



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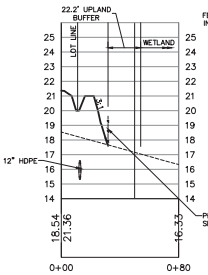

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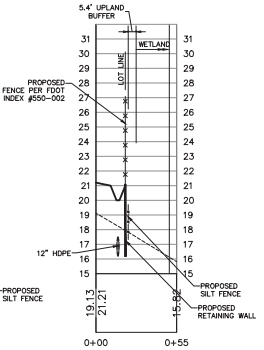

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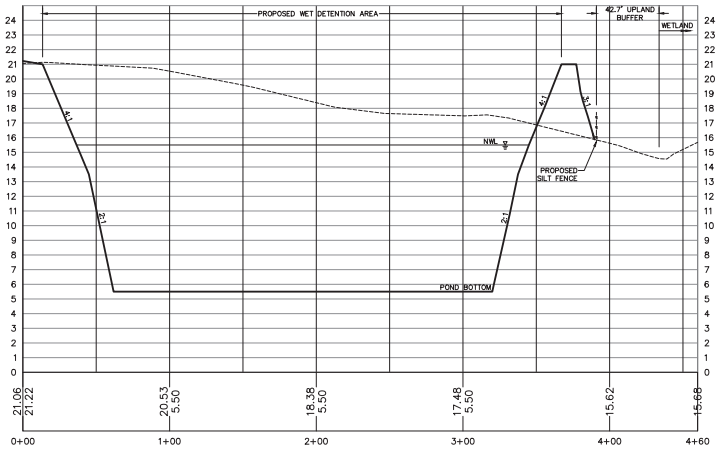

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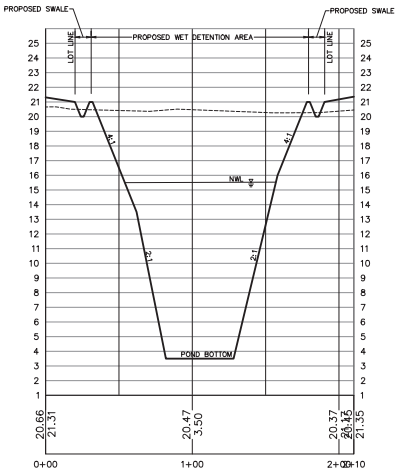

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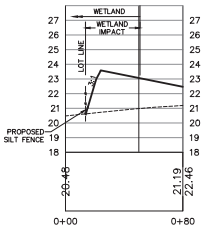


SECTION I–I

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO	DATE	BY	SUBMITTAL/ REVISIONS
1	09-25-21	MLR	SUBMITTED TO SJRWMD
2	12-15-21	MLR	SUBMITTED TO SJRWMD
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	05-15-23	MLR	SUBMITTED TO CITY
5	08-15-23	MLR	SUBMITTED TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK
FINAL ENGINEERING PLANS
CROSS-SECTIONS

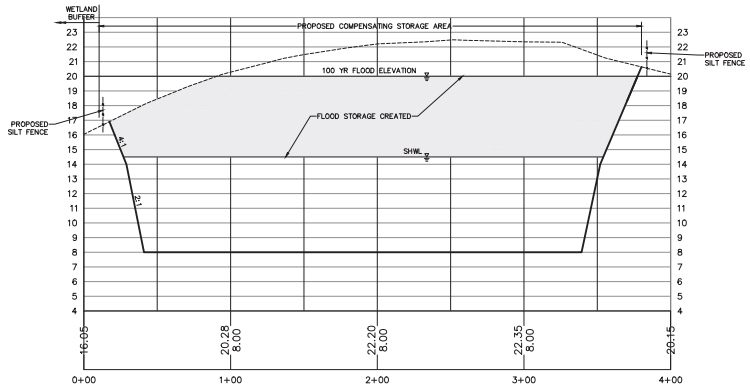
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 30_21021-CS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Digitally signed by Randy Hudak
DN: CN=Randy Hudak, O=Zev Cohen and Associates Inc, C=US
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document
Contact Info: This item has been electronically signed and sealed by Randy Hudak, P.E. using a SHA authentication code.
2023.12.21 17:22:54-05'00'
Adobe Version: 23.003.20203
STATE OF FLORIDA
No. 66367
NOT VALID WITHOUT SEAL

Randy Hudak

SHEET: C30 OF 38



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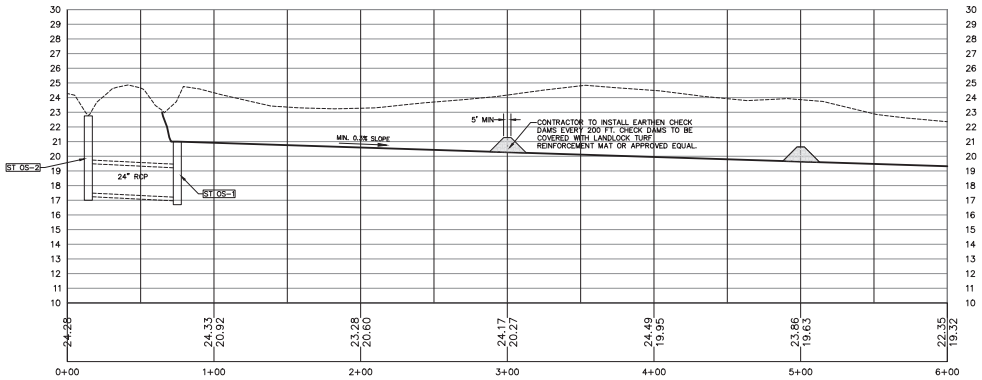
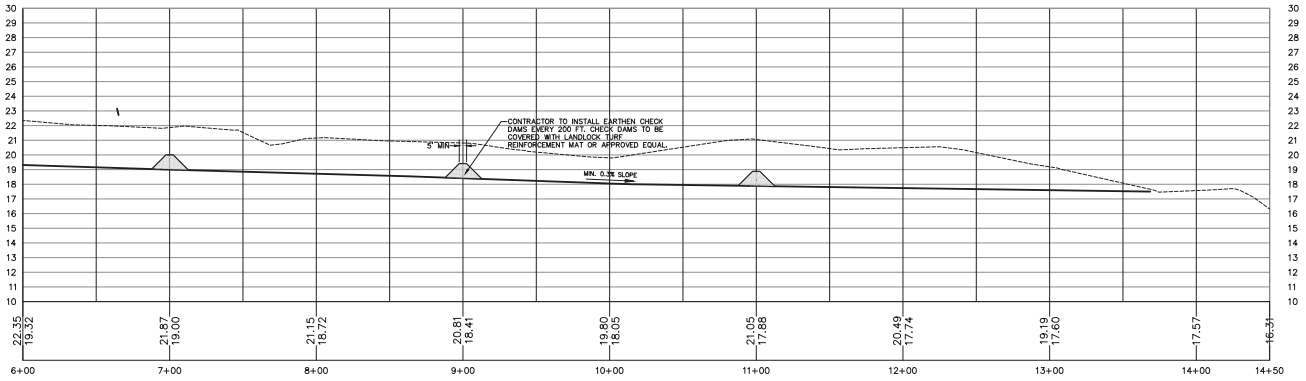


OS A-A



OS A-A

ZEV COHEN & ASSOCIATES, INC.
320 INTERCHANGE BLVD., STE. C
DYMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS / REVISIONS
1	09-15-21	MLR	SUBMITTED TO SJRWMD
2	12-29-22	MLR	SUBMITTED TO CITY
3	02-15-23	MLR	RESUBMITTAL TO SJRWMD
4	03-13-23	MLR	SUBMITTED TO CITY
5	08-18-23	MLR	SUBMITTED TO CITY
6	10-11-23	MLR	RESUBMITTAL TO CITY
7	12-21-23	MLR	RESUBMITTAL TO CITY

TATTERSALL AT TYMBER CREEK FINAL ENGINEERING PLANS CROSS-SECTIONS

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21021
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 30_21021-CS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

Randy Hudak

Digitally signed by Randy Hudak
DN: CN=Randy Hudak, O=Zev Cohen and Associates Inc, C=US
Location: Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.
Reason: I am the author of this document
Contact Info: This item has been electronically signed and sealed by Randy Hudak, P.E. using a SHA authentication code.
Date: 2023.12.21 17:23:09-05'00'

RANDY M. HUDAK, P.E. NO. 65053
MELIA L. RUSSELL, P.E. NO. 68357
NOT VALID WITHOUT SEAL

SHEET: C31 OF 38

SCHEDULE B-II EXCEPTIONS

1) Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. (NOT A SURVEY MATTER)

2) Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)

3) Standard Exceptions:
A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (NOT A SURVEY MATTER)
B. Rights or claims of parties in possession not shown by the public records. (NOT A SURVEY MATTER)
C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT A SURVEY MATTER)
D. Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)

4) Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT A SURVEY MATTER)

5) Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)

6) Rights of third parties in and to the use of any easements, roads or trails, which may cross subject property. (NOT A SURVEY MATTER)

7) Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)

8) Oil, Gas and Minerals having been reserved in that certain Deed recorded March 2, 1951 in Deed Book 437, Page 21. The Surface Entry Rights with Respect to Oil, Gas and Minerals were released in that certain Release recorded in Official Records Book 2243, Page 1613 and in Official Records Book 2433, Page 1203 and in Official Records Book 2981, Page 991. (AFFECTS, BLANKET IN NATURE)

9) Phosphate, Minerals, Metals and Petroleum Reservations, Road Reservations and rights in favor of the State of Florida, as set forth in the Deed No.1594 from the Trustees of the Internal Improvement Fund, recorded September 29, 1944 in Deed Book 315, Page 70. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (AFFECTS, BLANKET IN NATURE)

10) Oil, Gas and Mineral lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (AFFECTS, BLANKET IN NATURE)

11) Mineral Reservation in favor of the State of Florida as referenced in that certain Oil, Gas and Mineral Lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (AFFECTS, BLANKET IN NATURE)

12) Right of Way Easement in favor of the State of Florida recorded July 3, 1968 in Official Records Book 1027, Page 672. (MAY AFFECT, DOCUMENT ILLEGIBLE)

13) Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1913. (DOES NOT AFFECT)

14) Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1914. (DOES NOT AFFECT)

15) Ordinance No. 2005-35 recorded October 27, 2005 in Official Records Book 5685, Page 1004. (AFFECTS, BLANKET IN NATURE)

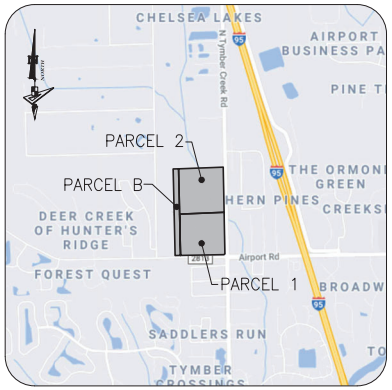
16) Ordinance No. 2006-08 recorded August 9, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)

17) Development Order recorded August 9, 2006 in Official Records Book 5891, Page 126. (AFFECTS, BLANKET IN NATURE)

18) Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4063. (AFFECTS, BLANKET IN NATURE)

19) Development Order recorded April 30, 2007 in Official Records Book 6051, Page 4069. (AFFECTS, BLANKET IN NATURE)

20) Terms and Conditions of the Order Denying Petition for Writ of Certiorari filed in Volusia Case # 2018 31943 CICI and recorded June 10, 2020 in Official Records Book 7862, Page 4609. (NOT A SURVEY MATTER)



Vicinity Map
Not to Scale

LEGEND

(S)	Survey Dimension
(D)	Deed Dimension
O.R.	Official Records Book
D.B.	Deed Book
Pg(s).	Page(s)
S.W.F.W.M.D.	Southwest Florida Water Management District
SIR	Set 1/2" Iron Rod LB7768
FIP	Found Iron Pipe
FIR	Found Iron Rod
FCM	Found Concrete Monument
P.R.M.	Permanent Reference Monument
Elev	Elevation
CCR	Certified Corner Record
WF	Wetland Flag
S	Storm Drainage Manhole
	Traffic Signal Post
TS	Traffic Signal Box
	Sign
MB	Mail Box
	Service Power Pole
	Utility Pole
	Guy Anchor
E	Electric Pedestal
C	Cable Pedestal
T	Telephone Pedestal
F	Fiber Optic Pedestal
W	Water Meter
FA	Buried Fiber Optic Warning Marker
	Water Gate Valve
OU	Overhead Utility Lines

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 3/8/21.

GEOPOINT SURVEYING, INC.

Digitally signed by Judd French
DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Judd French, email=JFrench@geopointsurvey.com
Date: 2023.02.16 10:55:49 -05'00'

Judd D. French
Florida Professional Surveyor and Mapper #7095

VERTICAL DATUM: **NAVD88**

PROJECT: ALTA-TOPOGRAPHIC-WETLAND
PHASE: TATTERSALL
DRAWN: CF | DATE: 4/29/21 | CHECKED BY: JDF
P.CHIEF: AW | FIELD BOOK: CF-17-2020
DATA FILE: ENCLAVE-BNDY(US88)AW

REVISIONS

DATE	DESCRIPTION	DRAWN BY
09/19/21	ADDED WETLAND INFO	MRC
01/06/23	UPDATED WETLAND INFO, ADDED OFFSITE TOPO	MRC
01/24/23	UPDATED WETLAND FLAG INFO.	MRC

SEE ALTA/NSPS SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY: June 03, 2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR
PAYLIN TYMBER 1 & 2 LLC

LOCATED IN
Section 24, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint Surveying, Inc.
528 Northlake Blvd. #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com licensed Business No.: LB 7768

SHEET NUMBER: **01** of **09**

PARCEL 1:
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet, thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5: (NOT INCLUDED IN THIS SURVEY)
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

PARCEL B:
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet, thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT the following parcel:
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

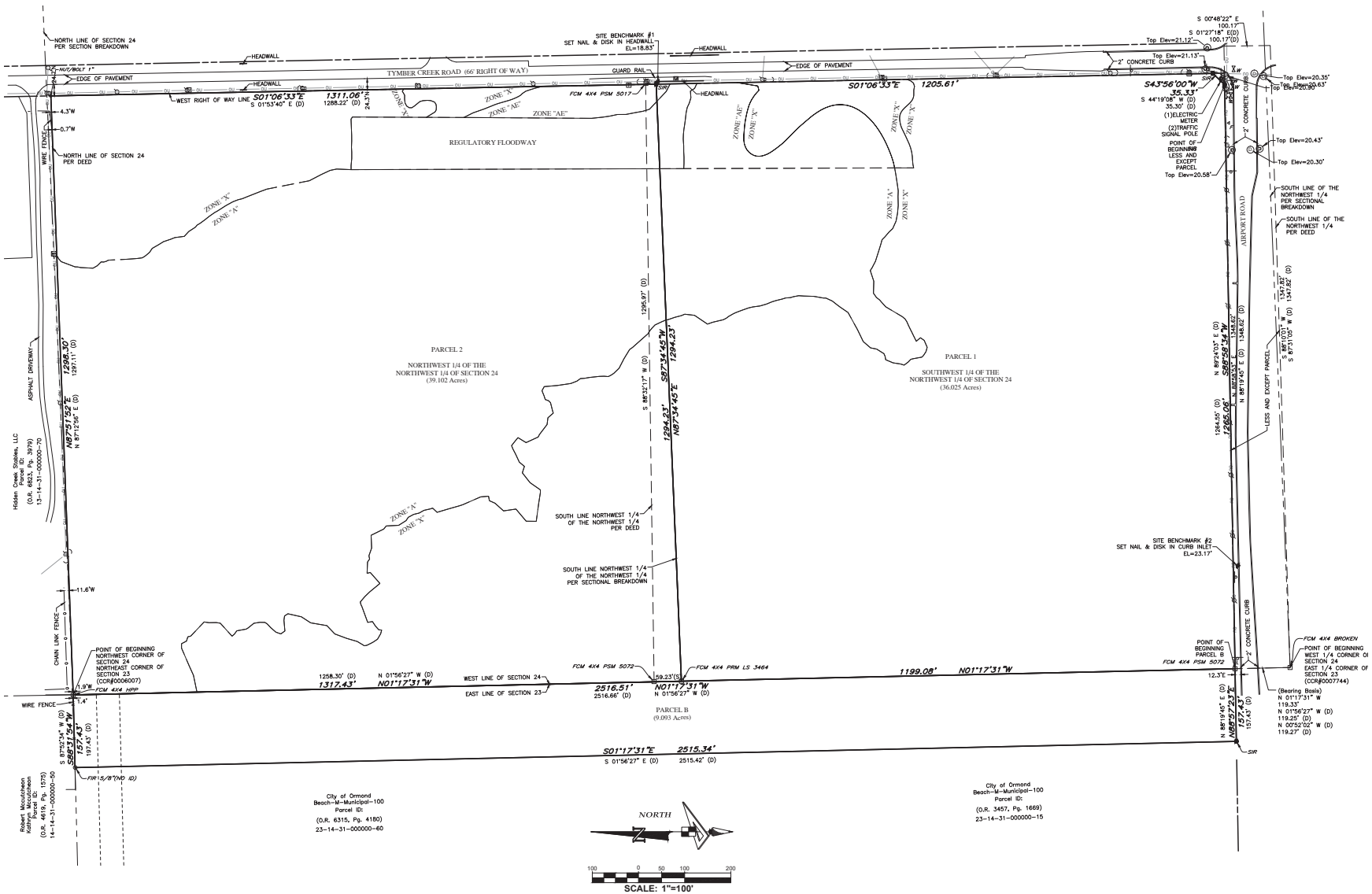
Commence at the Southwest corner of the Northwest 1/4 Of Said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way, thence North 00°45'48" West along said right of way line a distance of 25.00 feet, thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2:
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 01°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of" 1258.30 feet to the Point of Beginning.

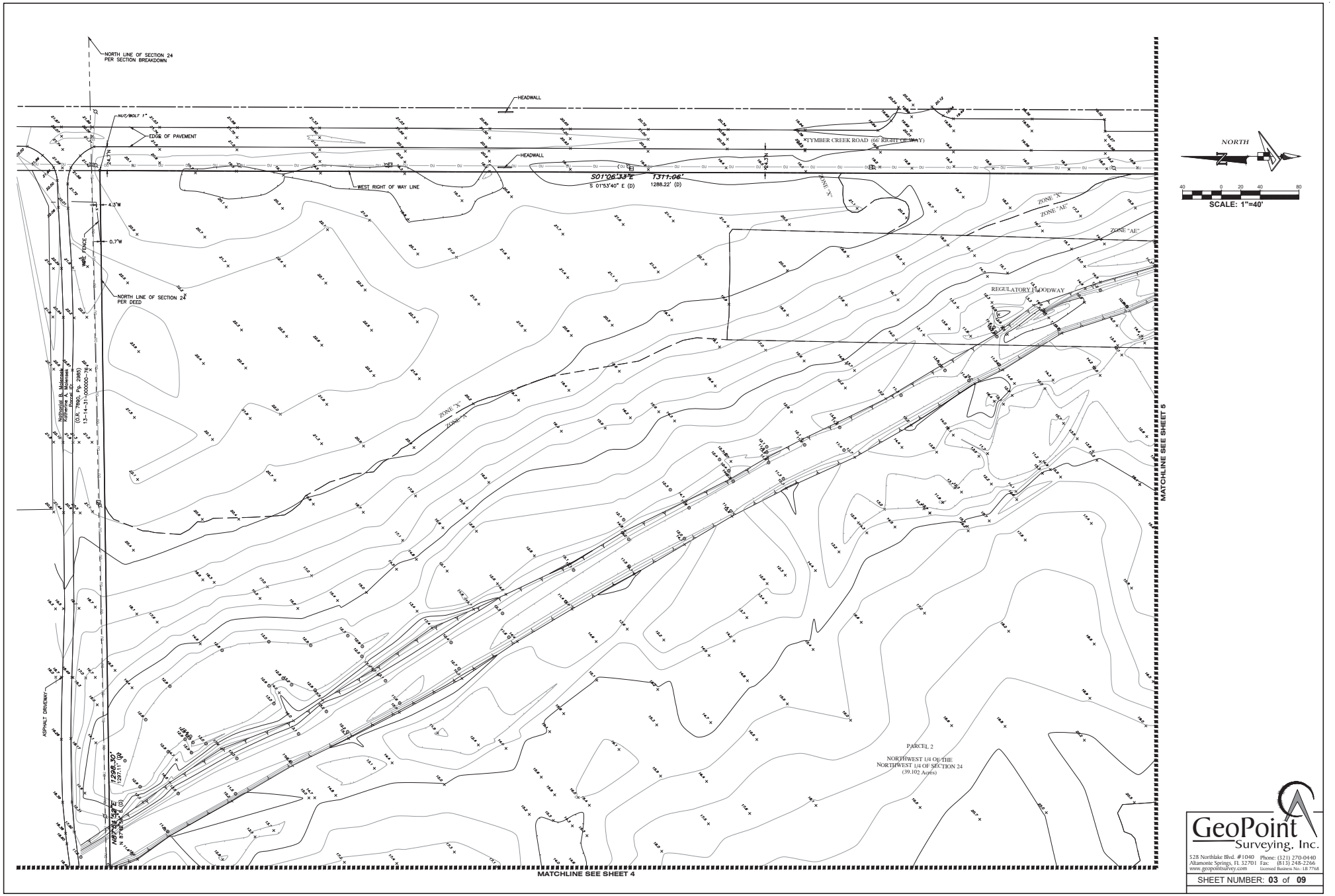
SURVEYOR'S NOTES:

1. Current Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance, Order Number: 9103698 with an effective date of January 03, 2021.
2. This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
3. Bearings shown hereon are based on the West line of Section 24 having a Grid bearing of N 01°17'31" W, The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
4. This survey is intended to be displayed at 1" = 100', or smaller.
5. All dimensions, unless otherwise noted, are survey dimensions.
6. Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7. The subject parcels lie in Flood Zone "X", Flood Zone "AE" and a Regulatory Floodway according to Flood Insurance Rate Map, Map No. 12127C0194J for Community Daytona Beach, City of, No. 125099, Community Ormond Beach, City of No. 125136 and Community Volusia County, No. 125155, Volusia County, Florida, dated February 19, 2014 and issued by the Federal Emergency Management Agency. (https://msc.fema.gov).
8. Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey (NGS) Benchmark "I95-J-4", having a published elevation of 47.42' (NAVD 88).
9. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
10. On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
11. This survey meets the maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey (0.07 feet plus 50 parts per million).
12. Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
13. The Surveyor is not aware of any plans to change the existing Right-of-way lines.
14. There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.
15. No buildings were observed on the surveyed property in the process of conducting the fieldwork.
16. Wetland lines shown hereon were staked by others and field located by Geopoint Surveying, Inc.



GeoPoint Surveying, Inc.
528 Northlake Blvd. #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com licensed Business No.: LB 7768

SHEET NUMBER: **02** of **09**



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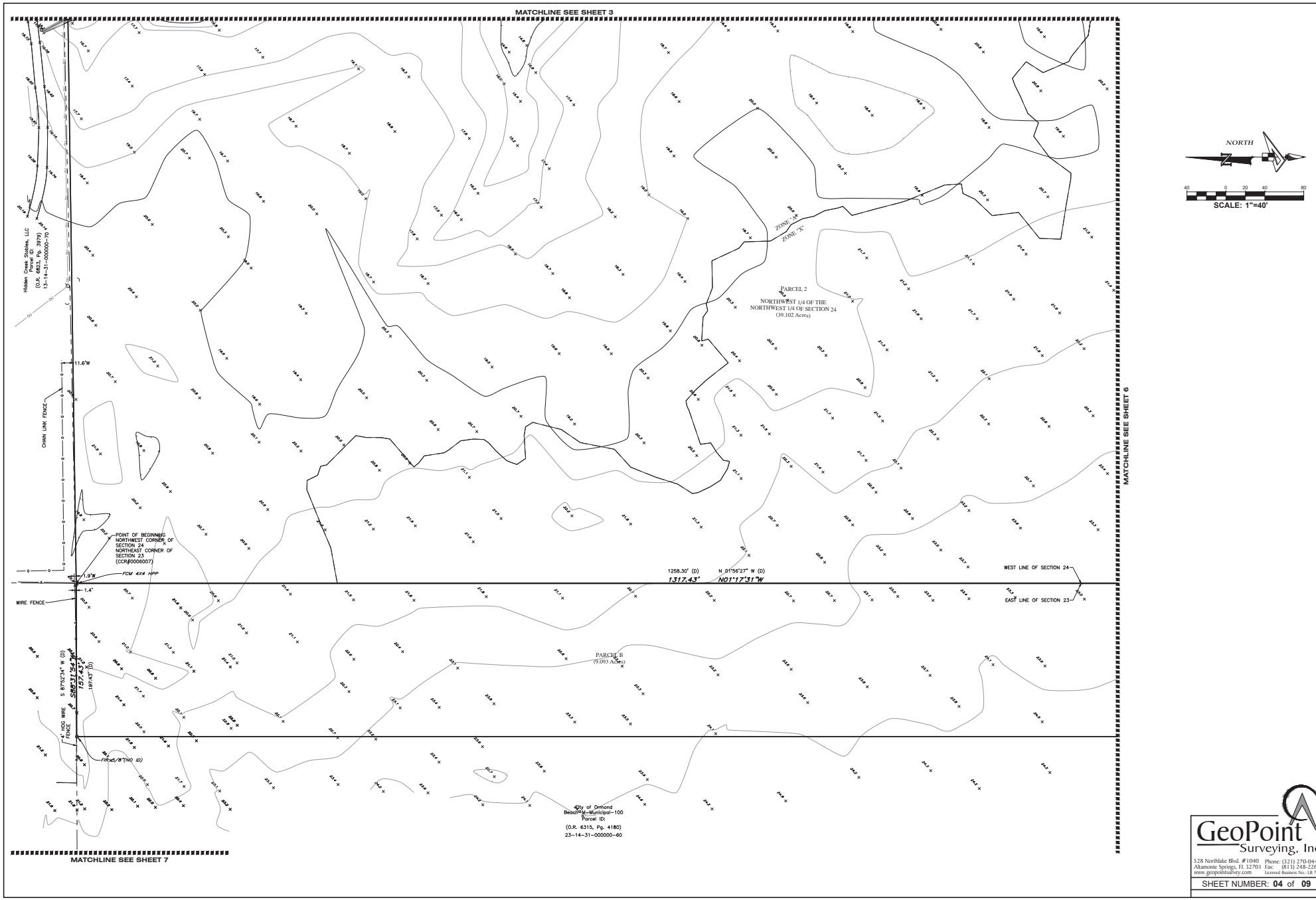
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com licensed Business No.: LB 7768

SHEET NUMBER: **03** of **09**



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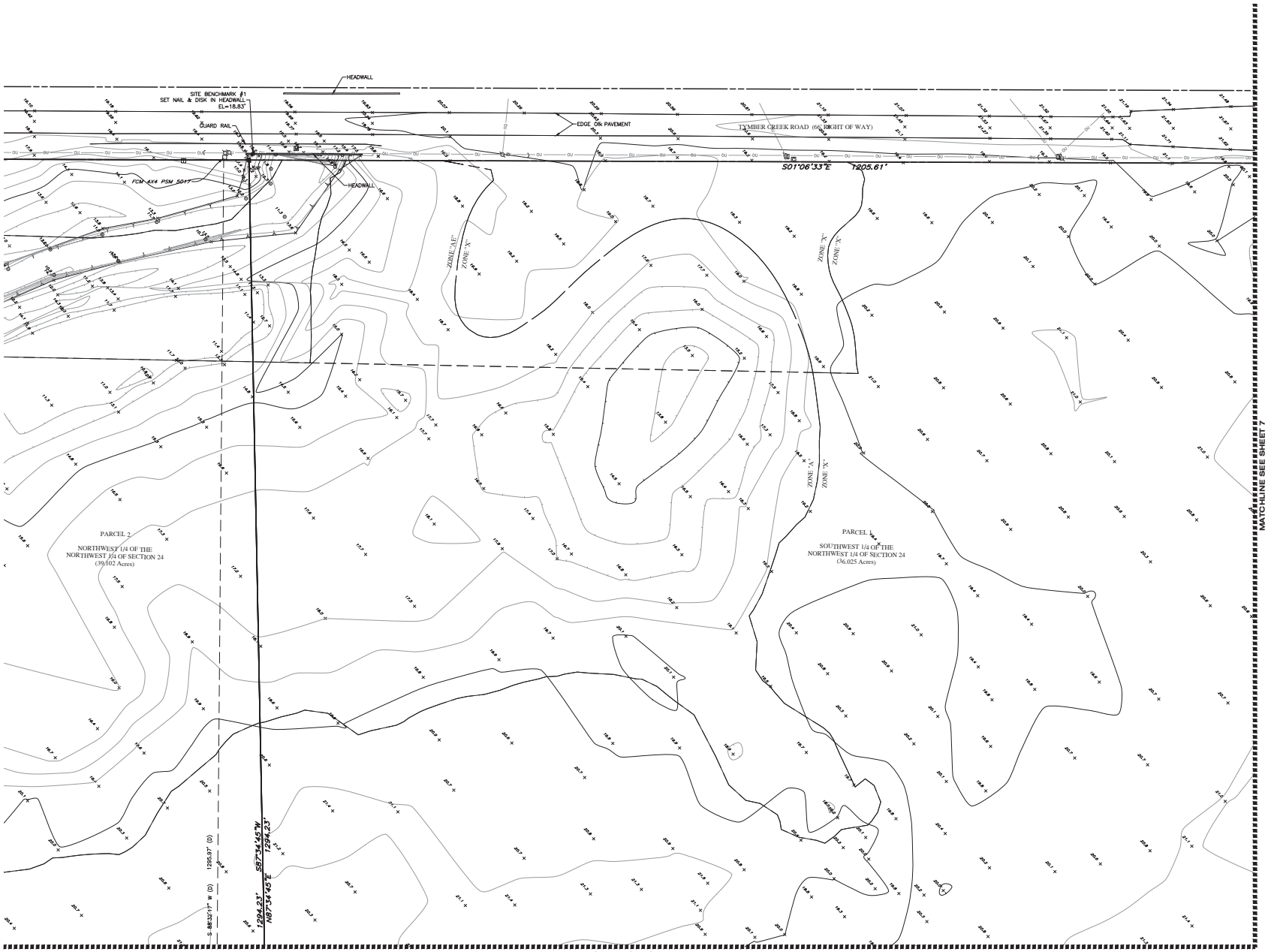
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com licensed Business No.: LB 7768

SHEET NUMBER: **04** of **09**



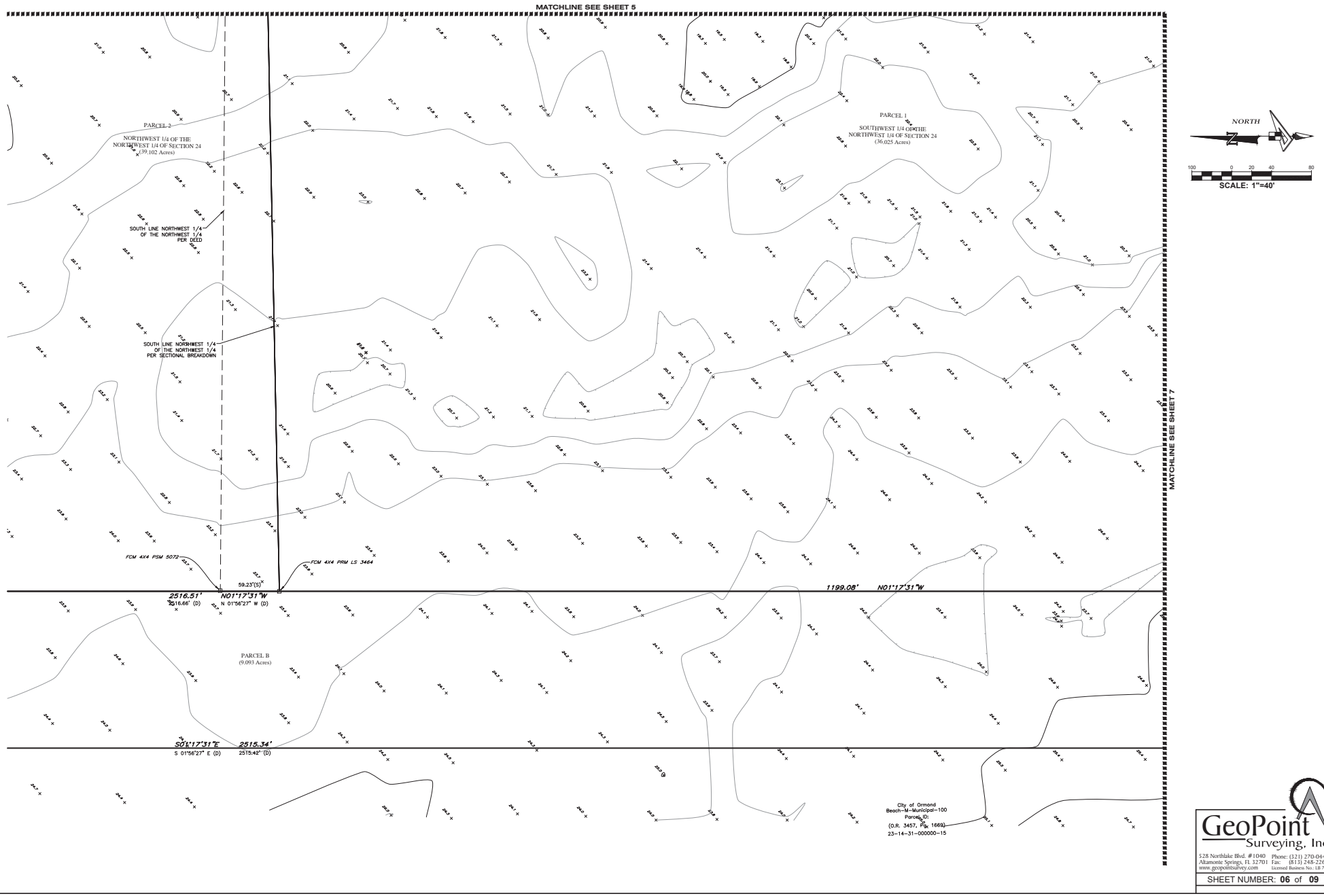
NORTH

40 0 20 40 80

SCALE: 1"=40'

GeoPoint Surveying, Inc.
528 Northlake Blvd. #1040 Phone: (321) 270-0440
Altamonte Springs, FL 32701 Fax: (813) 248-2266
www.geopointsurvey.com licensed Business No.: LB 7768

SHEET NUMBER: 05 of 09



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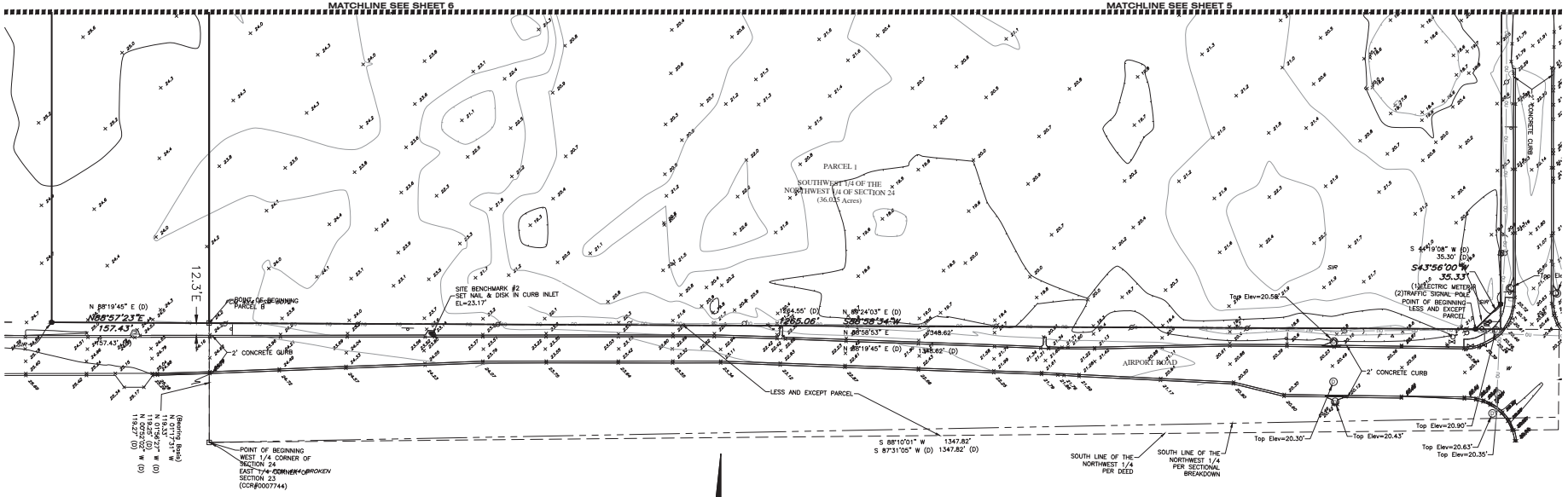
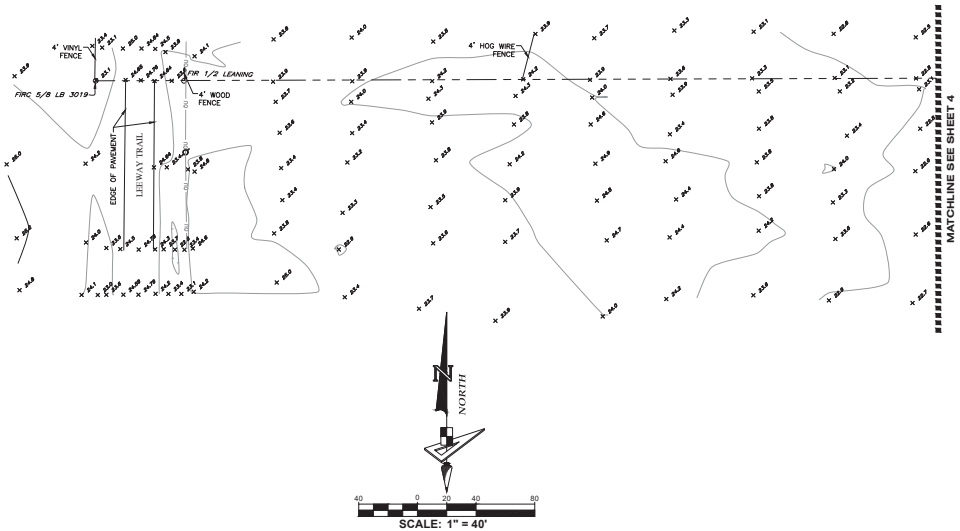
SHEET NUMBER: **06** of **09**





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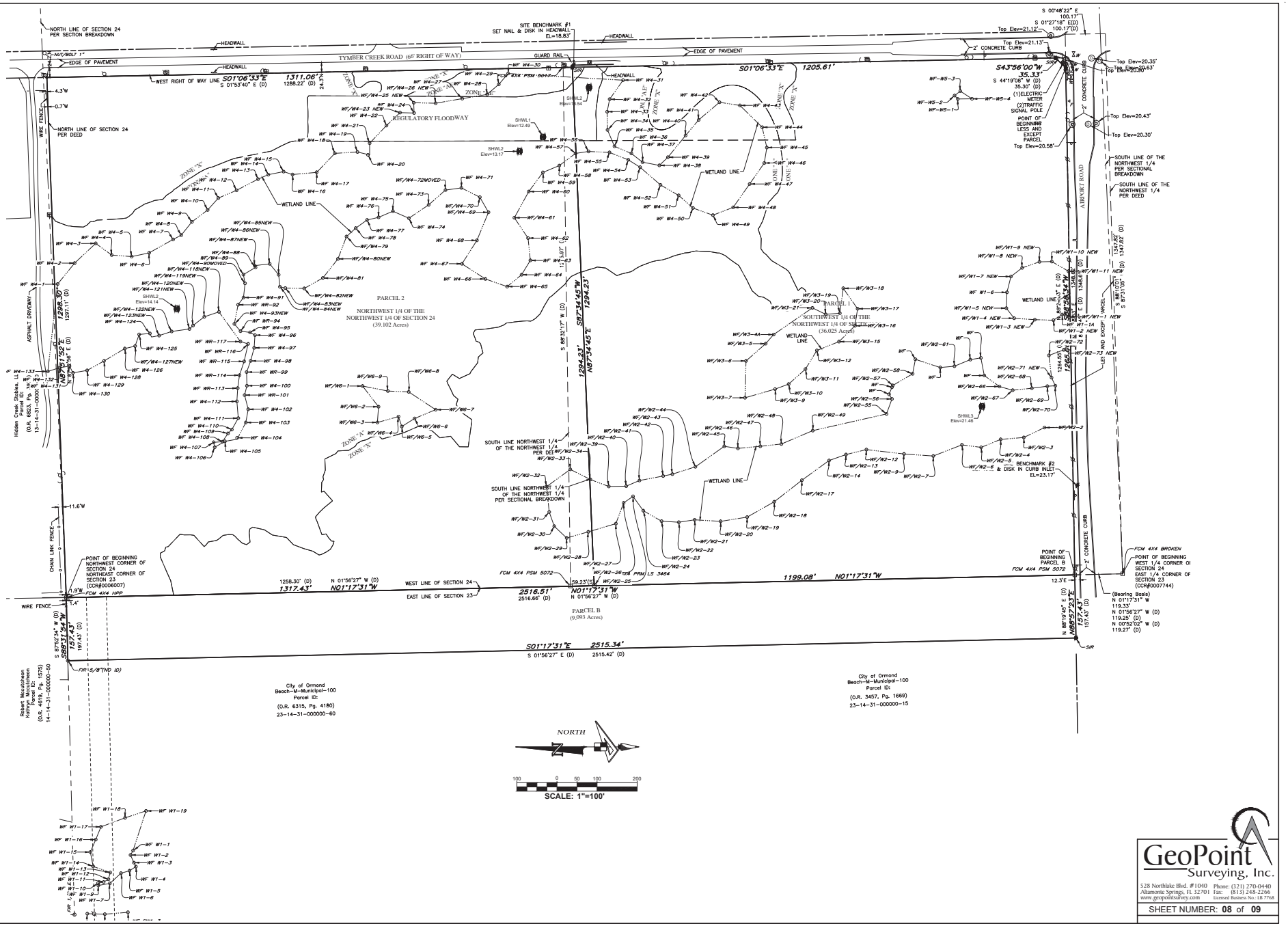
SHEET NUMBER: **07** of **09**



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SHEET NUMBER: **08** of **09**

Wetland Point Table			
	Flag #	Northing	Easting
	WF W1-1A	1795950.0070	614217.8300
	WF W1-6	1796087.5920	614273.2970
	WF/W1-1 NEW	1795932.1240	614212.0540
	WF/W1-2 NEW	1795971.6390	614203.7620
	WF/W1-3 NEW	1796018.1080	614205.1510
	WF/W1-4 NEW	1796069.7130	614208.6890
	WF/W1-5 NEW	1796089.1110	614233.7860
	WF/W1-7 NEW	1796077.5990	614312.7890
	WF/W1-8 NEW	1796049.8350	614334.2590
	WF/W1-9 NEW	1796006.5500	614349.3670
	WF/W1-10 NEW	1795975.6820	614350.0330
	WF/W1-11 NEW	1795934.1120	614325.8810

Wetland Point Table			
	Flag #	Northing	Easting
	SHWL1	1797244.9730	614660.7430
	SHWL2	1797303.4450	614625.0430
	SHWL2	1797130.0740	614784.2770
	SHWL2	1798158.2390	614232.3690
	SHWL3	1796149.7700	613988.8900

Wetland Point Table			
	Flag #	Northing	Easting
	WF	1796144.2228	614065.8681
	WF	1796152.6276	614109.8261
	WF	1796179.0018	614105.4654
	WF	1796253.9787	614085.7464
	WF	1796316.0731	614106.2616
	WF	1796374.5555	614036.4459
	WF	1796381.5926	614018.8934
	WF/W2-2	1795994.0000	613936.0400
	WF/W2-3	1796045.5900	613911.2850
	WF/W2-4	1796103.2840	613906.5760
	WF/W2-5	1796152.0840	613886.6140
	WF/W2-6	1796199.9420	613892.8730
	WF/W2-7	1796271.3960	613865.0790
	WF/W2-9	1796344.4190	613870.1650
	WF/W2-12	1796438.2730	613881.0370
	WF/W2-13	1796489.2000	613868.6780
	WF/W2-14	1796531.4090	613853.8250
	WF/W2-17	1796599.2170	613804.5860
	WF/W2-18	1796668.2110	613750.9100
	WF/W2-19	1796735.7350	613712.6800

Wetland Point Table			
	Flag #	Northing	Easting
	WF/W2-20	1796801.8460	613702.0750
	WF/W2-21	1796866.8200	613705.9960
	WF/W2-22	1796906.2280	613699.8390
	WF/W2-23	1796949.2380	613702.5660
	WF/W2-24	1796994.7980	613728.7150
	WF/W2-25	1797020.4230	613764.3780
	WF/W2-26	1797043.8920	613748.0890
	WF/W2-27	1797063.1580	613696.4110
	WF/W2-28	1797131.9710	613675.9230
	WF/W2-29	1797185.9820	613660.6580
	WF/W2-30	1797216.8490	613689.8460
	WF/W2-31	1797229.4630	613725.3380
	WF/W2-32	1797236.0540	613788.6670
	WF/W2-33	1797176.9050	613831.6920
	WF/W2-34	1797126.7720	613806.4770
	WF/W2-39	1797080.8300	613789.0870
	WF/W2-40	1797037.4510	613789.7760
	WF/W2-41	1797004.4090	613803.9640
	WF/W2-42	1796945.2060	613815.1150
	WF/W2-43	1796922.2740	613819.7880

Wetland Point Table			
	Flag #	Northing	Easting
	WF/W2-44	1796864.7500	613838.1160
	WF/W2-45	1796792.8910	613889.2370
	WF/W2-46	1796758.6750	613884.1010
	WF/W2-47	1796702.8320	613889.2770
	WF/W2-48	1796650.3790	613894.9510
	WF/W2-49	1796572.0200	613928.3690
	WF/W2-55	1796388.0510	613970.0230
	WF/W2-56	1796374.4830	614007.3790
	WF/W2-57	1796372.4850	614041.0780
	WF/W2-58	1796322.9420	614069.9510
	WF/W2-61	1796218.6290	614089.0100
	WF/W2-66	1796106.4080	614038.4040
	WF/W2-67	1796073.3090	614029.1370
	WF/W2-68	1796025.5720	614034.1090
	WF/W2-69	1795986.9500	614039.1460
	WF/W2-70	1795966.8400	614040.2520

Wetland Point Table			
	Flag #	Northing	Easting
	WF/W3-4A	1796669.6580	614168.0370
	WF/W3-5	1796689.5510	614145.1700
	WF/W3-6	1796738.5130	614102.1680
	WF/W3-7	1796741.0720	614010.3060
	WF/W3-9	1796666.0320	614031.8660
	WF/W3-10	1796632.1280	614044.4330
	WF/W3-11	1796590.2630	614081.7660
	WF/W3-12	1796561.8310	614128.2950
	WF/W3-15	1796506.7080	614150.3200
	WF/W3-16	1796466.6880	614189.8780
	WF/W3-17	1796460.1700	614232.3350
	WF/W3-18	1796495.9520	614283.2710
	WF/W3-19	1796504.4280	614221.1490
	WF/W3-20	1796539.8320	614218.5570
	WF/W3-21	1796572.8900	614234.5000

Wetland Point Table			
	Flag #	Northing	Easting
	WF-W5-1	1796210.3120	614755.6480
	WF-W5-2	1796218.3020	614764.0080
	WF-W5-3	1796203.9900	614775.0840
	WF-W5-4	1796174.8220	614756.0090

Wetland Point Table			
	Flag #	Northing	Easting
	WF SW1-1	1798381.8650	612723.4840
	WF SW1-2	1798337.9980	612722.3000
	WF SW1-3	1798280.4460	612726.9260

Wetland Point Table			
	Flag #	Northing	Easting
	WF W1-1	1798267.6140	612880.8360
	WF W1-2	1798274.0390	612869.8020
	WF W1-3	1798265.4240	612850.7730
	WF W1-4	1798260.4880	612840.9840
	WF W1-5	1798276.4820	612830.6270
	WF W1-6	1798297.8350	612824.3760
	WF W1-7	1798325.4680	612798.9750
	WF W1-9	1798354.2480	612793.9220
	WF W1-10	1798355.1090	612799.3380
	WF W1-11	1798341.0270	612802.5350
	WF W1-12	1798329.1230	612809.3200
	WF W1-13	1798324.4820	612826.1540
	WF W1-14	1798367.1080	612841.3670
	WF W1-15	1798374.1920	612877.1870
	WF W1-16	1798360.6980	612908.3600
	WF W1-17	1798347.6550	612940.1420
	WF W1-18	1798287.5630	612962.5530
	WF W1-19	1798235.3630	612979.8410

Wetland Point Table			
	Flag #	Northing	Easting
	WF W4-1	1798455.7310	614294.0100
	WF W4-2	1798413.4040	614346.0960
	WF W4-3	1798360.7780	614395.4040
	WF W4-4	1798320.9640	614366.2940
	WF W4-5	1798271.0900	614362.4400
	WF W4-6	1798227.4570	614371.8340
	WF W4-7	1798167.6850	614405.2320
	WF W4-8	1798147.4120	614415.8770
	WF W4-9	1798120.8820	614449.0100
	WF W4-10	1798081.5080	614478.6860
	WF W4-11	1798054.8280	614508.4810
	WF W4-12	1798009.4310	614527.7070
	WF W4-13	1797955.9680	614555.5660
	WF W4-14	1797930.2740	614566.8250
	WF W4-15	1797892.1300	614574.3740
	WF W4-16	1797869.7990	614567.1440
	WF W4-17	1797809.6540	614572.8250
	WF W4-18	1797764.1330	614619.9710
	WF W4-19	1797707.8180	614623.3260
	WF W4-21	1797677.3990	614645.2310
	WF W4-22	1797635.4430	614689.3100
	WF W4-24	1797566.6350	614720.5280
	WF W4-27	1797446.4690	614756.4930
	WF W4-28	1797384.4780	614766.8490
	WF W4-29	1797355.2960	614791.9320
	WF W4-30	1797331.9680	614819.0010
	WF W4-31	1797045.2350	614802.4370
	WF W4-32	1797078.7770	614754.9950
	WF W4-33	1797084.9780	614723.6730
	WF W4-34	1797084.0270	614678.2780

Wetland Point Table			
	Flag #	Northing	Easting
	WF W4-126	1798288.1810	614133.0780
	WF W4-128	1798340.1180	614102.0060
	WF W4-129	1798382.3620	614078.5110
	WF W4-130	1798417.4130	614072.5400
	WF W4-131	1798426.1360	614089.3420
	WF W4-132	1798451.0000	614085.2670
	WF W4-133	1798480.1870	614076.0300
	WF WR-92	1798005.6560	614242.1850
	WF WR-94	1797999.5820	614176.4050
	WF WR-99	1797984.3120	614074.3380
	WF WR-101	1797989.3490	614016.9520
	WF WR-113	1798006.5520	614034.3600
	WF WR-114	1798002.1090	614066.5710
	WF WR-115	1797990.5430	614101.0650
	WF WR-116	1797980.5250	614144.7430
	WF WR-117	1797999.7980	614150.5470
	WF/W4-23 NEW	1797601.6300	614721.5690
	WF/W4-25 NEW	1797567.4750	614746.2210
	WF/W4-26 NEW	1797512.7330	614744.9780
	WF/W4-61	1797316.4210	614459.3280
	WF/W4-69	1797380.9530	614472.9180
	WF/W4-70	1797402.4960	614510.5810
	WF/W4-72MOVED	1797488.2950	614528.3780
	WF/W4-79	1797735.1510	614412.4470
	WF/W4-80NEW	1797756.5320	614356.6970
	WF/W4-81	1797794.2170	614309.0830
	WF/W4-82NEW	1797840.6190	614283.0060
	WF/W4-83NEW	1797887.8610	614283.9600
	WF/W4-84NEW	1797901.3240	614287.1300
	WF/W4-85NEW	1797904.3160	614317.1490

Wetland Point Table			
	Flag #	Northing	Easting
	WF W4-35	1797066.6760	614637.4680
	WF W4-36	1797024.6410	614619.7390
	WF W4-37	1796996.6560	614597.9640
	WF W4-38	1796954.7780	614589.9420
	WF W4-39	1796933.3910	614610.2640
	WF W4-40	1796889.2870	614664.4970
	WF W4-41	1796856.6250	614703.3290
	WF W4-42	1796804.6690	614747.2440
	WF W4-43	1796753.6680	614739.4170
	WF W4-44	1796698.1860	614684.9950
	WF W4-45	1796686.6100	614634.3720
	WF W4-46	1796692.9740	614595.8210
	WF W4-47	1796729.5660	614543.4400
	WF W4-48	1796770.6050	614485.1620
	WF W4-49	1796821.1180	614465.7830
	WF W4-50	1796870.8610	614483.5910
	WF W4-51	1796906.5650	614515.0350
	WF W4-52	1796951.8560	614541.2320
	WF W4-53	1797002.7320	614585.2500
	WF W4-54	1797032.2800	614603.8760
	WF W4-55	1797079.1380	614622.2590
	WF W4-56	1797131.3490	614624.6660
	WF W4-57	1797163.7950	614619.7520
	WF W4-58	1797204.3790	614589.4600
	WF W4-59	1797245.0750	614572.4190
	WF W4-60	1797280.5390	614524.6130
	WF W4-62	1797282.2390	614408.5600
	WF W4-63	1797276.4940	614353.0070
	WF W4-64	1797298.4190	614317.0840
	WF W4-65	1797334.4480	614287.5930

Wetland Point Table			
	Flag #	Northing	Easting
	WF/W4-86NEW	1797926.8020	614344.3790
	WF/W4-87NEW	1797964.1170	614339.8680
	WF/W4-88	1797962.0720	614335.4170
	WF/W4-89	1797992.2370	614317.5130
	WF/W4-90MOVED	1797988.2910	614295.6740
	WF/W4-118NEW	1798053.3080	614224.5490
	WF/W4-119NEW	1798089.9200	614212.3130
	WF/W4-120NEW	1798118.0360	614190.4190
	WF/W4-121NEW	1798126.9220	614181.8450
	WF/W4-122NEW	1798171.3220	614175.7290
	WF/W4-123NEW	1798202.6750	614165.3820
	WF/W4-127NEW	1798262.4560	614139.2140

Wetland Point Table			
	Flag #	Northing	Easting
	WF W4-66	1797388.6100	614306.6590
	WF W4-67	1797447.0880	614344.3820
	WF W4-68	1797409.8760	614402.8820
	WF W4-71	1797448.5680	614533.7810
	WF W4-73	1797530.2530	614491.4470
	WF W4-74	1797579.5620	614458.1370
	WF W4-75	1797619.4600	614475.5970
	WF W4-76	1797655.1190	614460.3590
	WF W4-77	1797683.9270	614453.7160
	WF W4-78	1797712.2260	614433.4120
	WF W4-91	1797992.1090	614260.3090
	WF W4-93NEW	1798014.9070	614194.4670
	WF W4-95	1797975.6680	614173.3340
	WF W4-96	1797963.4800	614166.5720
	WF W4-97	1797965.5310	614134.8180
	WF W4-98	1797974.2930	614102.2180
	WF W4-100	1797983.6200	614040.3060
	WF W4-102	1797980.3760	613981.5700
	WF W4-103	1797986.3800	613948.5850
	WF W4-104	1798007.9740	613910.4370
	WF W4-105	1798038.3890	613901.6170
	WF W4-106	1798063.9020	613886.8590
	WF W4-107	1798066.7430	613899.1700
	WF W4-108	1798044.7460	613900.7290
	WF W4-109	1798030.7940	613921.4060
	WF W4-110	1798021.1600	613930.9920
	WF W4-111	1798005.1020	613959.5090
	WF W4-112	1798008.5810	614001.3570
	WF W4-124	1798225.5970	614170.6700
	WF W4-125	1798252.5500	614168.3240

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SHEET NUMBER: **09** of **09**

ATTACHMENT 5

Ordinance 2022-33, Tattersall Planned Residential Development (PRD) Development Order

ORDINANCE NO. 2022-33

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE "TATTERSALL AT TYMBER CREEK" SUBDIVISION, AUTHORIZING A PHASED SUBDIVISION OF 129 LOTS ON 84.14± ACRES TO BE LOCATED AT 304 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0240), 2099 AIRPORT ROAD (PARCEL ID NUMBER: 4123-00-00-0012), AND 370 NORTH TYMBER CREEK ROAD (PARCEL ID NUMBER: 4124-00-00-0250); ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Applicant"), with the authorization of Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, (a/k/a Tymber Sky, LLC) a Florida Limited Liability Company, (the "Property Owners") has submitted an application to allow the development of a phased subdivision of 129 lots on 84.14± acres to be located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250) (the "Property"), to be known as "Tattersall at Tymber Creek", described and depicted in the Planned Residential Development ("PRD") Development Order attached hereto and incorporated herein as "Exhibit A", and

WHEREAS, on July 11, 1989, by Ordinance 1989-39, the City Commission annexed 58.53 acres located on the west side of Tymber Creek Road and north of Airport Road,

which has been recorded in Official Records Book 3334, at Pages 317 through 326, inclusive of the Public Records of Volusia County, Florida, and

WHEREAS, the property that was annexed by Ordinance No. 1989-39 was intended to be developed for residential purposes, and

WHEREAS, on October 18, 2005, by Ordinance No. 2005-35, the City Commission annexed 37.9 acres located at 370 North Tymber Creek Road, recorded in Official Records Book 5685, at Pages 1004 through 1015, inclusive of the Public Records of Volusia County, Florida, and being situated directly north of and adjacent to the 58.53 acres that was annexed by Ordinance No. 1989-39, and

WHEREAS, on November 14, 2006, by Ordinance No. 2006-09, the City Commission approved the rezoning and development order for the "Marshside Village" Planned Residential Development for 68 lots, or 1.47 units per gross acre, located at 304 North Tymber Creek Road, at the intersection of Airport Road and Tymber Creek Road, which was recorded in Official Records Book 6051, at Pages 4063 through 4089, inclusive of the Public Records of Volusia County, Florida; however this approval expired on November 14, 2014, and

WHEREAS, on November 18, 2008, by Ordinance 2008-54, the City Commission approved the Future Land Use Map amendment for 21.3 acres from Volusia County "Rural" to "Suburban Low Density Residential"; approved 16.9 acres from Volusia County "Environmental System Corridor" to "Open Space/Conservation"; and approved a Future Land Use Map density restriction for the subdivision lands with the land use of "Suburban Low Density Residential" of 3.47 units per acre on 67.54 acres, and

WHEREAS, on February 5, 2013, by Ordinance 2013-01, the City Commission rezoned the 37.9 acres located west of Tymber Creek Road and north of Airport Road from Volusia County A-2 (Rural Agriculture) and Volusia County RC (Resource Corridor) to Ormond Beach Planned Residential Development (PRD), but denied the Development Order that would have allow the phased development of 163 lots that were proposed at 60.00 feet in width by 110.00 feet in depth, and

WHEREAS, on November 5, 2018, by Ordinance 2018-28, the City Commission denied a Planned Residential Development Development Order for the Property, and

WHEREAS, on January 18, 2022, by Ordinance 2022-01, the City Commission denied a Planned Residential Development Development Order for the Property, and

WHEREAS, the 84.14± acre property located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250), is currently zoned as Planned Residential Development (PRD); however, no Development Order exists for the property, and

WHEREAS, the Planning Board held a public hearing on September 8, 2022, as required by Chapter 1, Article II, Section 1-15(d), of the *Land Development Code*, and has recommended approval, and

WHEREAS, the City Commission has held a public hearing in accordance with Section 166.041(3)(c)(2), *Florida* Statutes and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony of the City's planning staff, the Applicant, expert witnesses, persons that may be affected as a result of the application, and documentary evidence pertaining thereto, if any, and

WHEREAS, the City Commission further finds with respect to the application for the issuance of a Development Order for a Planned Residential Development, that there is competent substantial evidence to support the following:

(1) The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed development is consistent with the Comprehensive Plan;

(3) The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

(4) The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

(5) There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage,

fire and police safety, parks and recreation facilities, schools, and playgrounds;

(6) Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

(7) The proposed development is functional in the use of space and aesthetically acceptable;

(8) The proposed development provides for the safety of occupants and visitors;

(9) The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; now therefor,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. The Mayor and the City Manager are authorized and directed to execute and issue the attached Planned Residential Development Development Order for the "Tattersall at Tymber Creek" Planned Residential Development to allow the phased development of 129 lots on 84.14± acres to be located at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250).

SECTION THREE. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit.

SECTION FOUR. The project shall consist of three phases as follows: Phase 1 - 51 lots, Phase 2 – 24 lots, and Phase 3 – 54 lots. The subdivision phasing may be modified with review and approval of the Site Plan Review Committee.

SECTION FIVE. Section 2-35(h) of the Land Development Code allows additional outdoor recreational areas to be provided in lieu of indoor recreation area. The project is required to provide 11,610 square feet of outdoor recreational area. The proposed 26,572 square feet of outdoor recreational area exceeds the Land Development Code requirements and is hereby accepted.

SECTION SIX. The applicant shall construct a conveyance swale of 50 feet going from Leeway Trail (across the city parcel) connecting to Groover Branch in Phase 1 of the project development.

SECTION SEVEN. The applicant shall construct sidewalk along Airport Road along the project's boundary and beyond the property's boundary to connect with the sidewalk at Leeway Trail in Phase 1 of the project development.

SECTION EIGHT. The Applicant, including the Applicant's successors and assigns, shall at all times fully comply with the terms and conditions of the PRD Development Order.

SECTION NINE. This Ordinance shall take effect immediately upon its adoption. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED UPON at the first reading of the City Commission this 18th day of October, 2022.

PASSED UPON at the second and final reading of the City Commission this 1st day of November, 2022.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company, with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company (a/k/a Tymber Sky, LLC)
	Planned Residential Development	PRD 2022-082
	Project Name:	Tattersall at Tymber Creek
	Property Addresses:	304 North Tymber Creek, 2099 Airport Road, 370 North Airport Road
	Parcel ID Nos.	4124-00-00-0240, 4123-00-00-0012, 4124-00-00-0250

PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on October 18, 2022, and November 1, 2022, and the City Commission having considered those items as required by Chapter 1, Article II, Section 1-18(e) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed development conforms to the standards and requirements of this Code and will not create undue crowding beyond the conditions normally permitted in the zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed development is consistent with the Comprehensive Plan;.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to waterbodies, wetlands, xeric

communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells;

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater treatment, drainage, fire and police safety, parks and recreation facilities, schools, and playgrounds;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors;

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Applicant"), with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company (the "Property Owners"), for a Planned Residential Development ("PRD") Development Order authorizing the development and construction of a residential subdivision to be known as "Tattersall at Tymber Creek" located on a 84.14± acres at 304 North Tymber Creek Road (Parcel ID number: 4124-00-00-0240), 2099 Airport Road (Parcel ID number: 4123-00-00-0012), and 370 North Tymber Creek Road (Parcel ID number 4124-00-00-0250) on that real

property described in Exhibit "A" attached hereto and incorporated herein by reference is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-35, PRD, Planned Residential Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified are hereby made a part of this Development Order;

2. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit;

3. Full and complete compliance with the Special Conditions described in Exhibit "B";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "C";

5. Full and complete compliance with the Applicant's Fence plan attached as Exhibit "D";

6. Full and complete compliance with the Applicant's Phasing plan attached as Exhibit "E";

7. Full and complete compliance with the Applicant's Architectural Elements plans attached as Exhibit "F";

8. Full and complete compliance with the Applicant's Sign plans attached as Exhibit "G";

B. The final plans for the development project shall be consistent with all of the conditions listed in this Development Order and as depicted in the plans attached hereto as Exhibits "C" through "G" and incorporated herein by reference.

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Development Order approved for this development project, and of the *Land Development Code*.

E. There shall be no site preparation including clearing, filling, dredging, or excavation, nor shall any construction begin until the Preliminary Plat site plans are approved. If construction has not begun within five years (November 1, 2027) from the date of City Commission approval of this Development Order with the subdivision plat processed in accordance with Sections 4-17 or 4-18 of the *Land Development Code*, this Development Order shall automatically become void and shall have no further effect. Before the planned development permit can be re-established, a new PRD Development Order application must be filed shall be reviewed and approved by the Planning Board and the City Commission under the provisions of Section 1-14(3), of the *Land Development Code*.

F. In the event the use of the land approved by this Planned Residential Development Order is abandoned for a period of two (2) years or there has been no construction activity during that period, any permit shall be void and a Notice of Final Plan Revocation shall be filed under the provisions of Section 1-14(3)(b) of the *Land Development Code,* and a new application for a PRD Development Order must be submitted for consideration in accordance with the requirements of the *Land Development Code*.

G. The Neighborhood Improvement Officer shall semi-annually prepare a report indicating which planned developments are not in compliance with Section 1-14, or with the conditions provided in the Planned Residential Development Order. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. This Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Paylin Tymber 1 and 2, LLC, a Florida Limited Liability Company (the "Applicant"), with the authorization of the property owners Enclave of Timber Creek, LLC, a Florida Limited Liability Company and Timber Sky, LLC, a Florida Limited Liability Company, (the "Property Owners") and shall be binding upon the Applicant and Property Owners and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto and incorporated herein by reference. (Volusia County Parcel ID Numbers: 4124-00-00-0240, 4123-00-00-0012, and 4124-00-00-0250).

ORDERED this 1st day of November, 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

(CITY SEAL)

By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce A. Shanahan
JOYCE A. SHANAHAN
City Manager

Instrument #2022253754 #13 Book:8334 Page:1297 Laura E. Roth, Volusia County Clerk of Court

CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2022-33 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 4 day of November, 2022.

SEAL

Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

EXHIBIT "A"
Page 1 of 2

Legal Description

PARCEL 1:

The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out; also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom: a portion from the West one quarter (1/4) of said Section 24, as the **point of beginning**, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet; thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and **point of beginning**, all of the above containing 25.839 acres.

PARCEL B:

A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:
From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning; thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23; thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet; thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning, containing 9.093 acres.

LESS AND EXCEPT the following parcel:

A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 of said Section 24; thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the **Point of Beginning**; thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way; thence North 00° 45 '48" West along said right of way line a distance of 25.00 feet; thence departing said right-of-way line South 44°19'08" West a distance of 35.30 feet to the **Point of Beginning.**

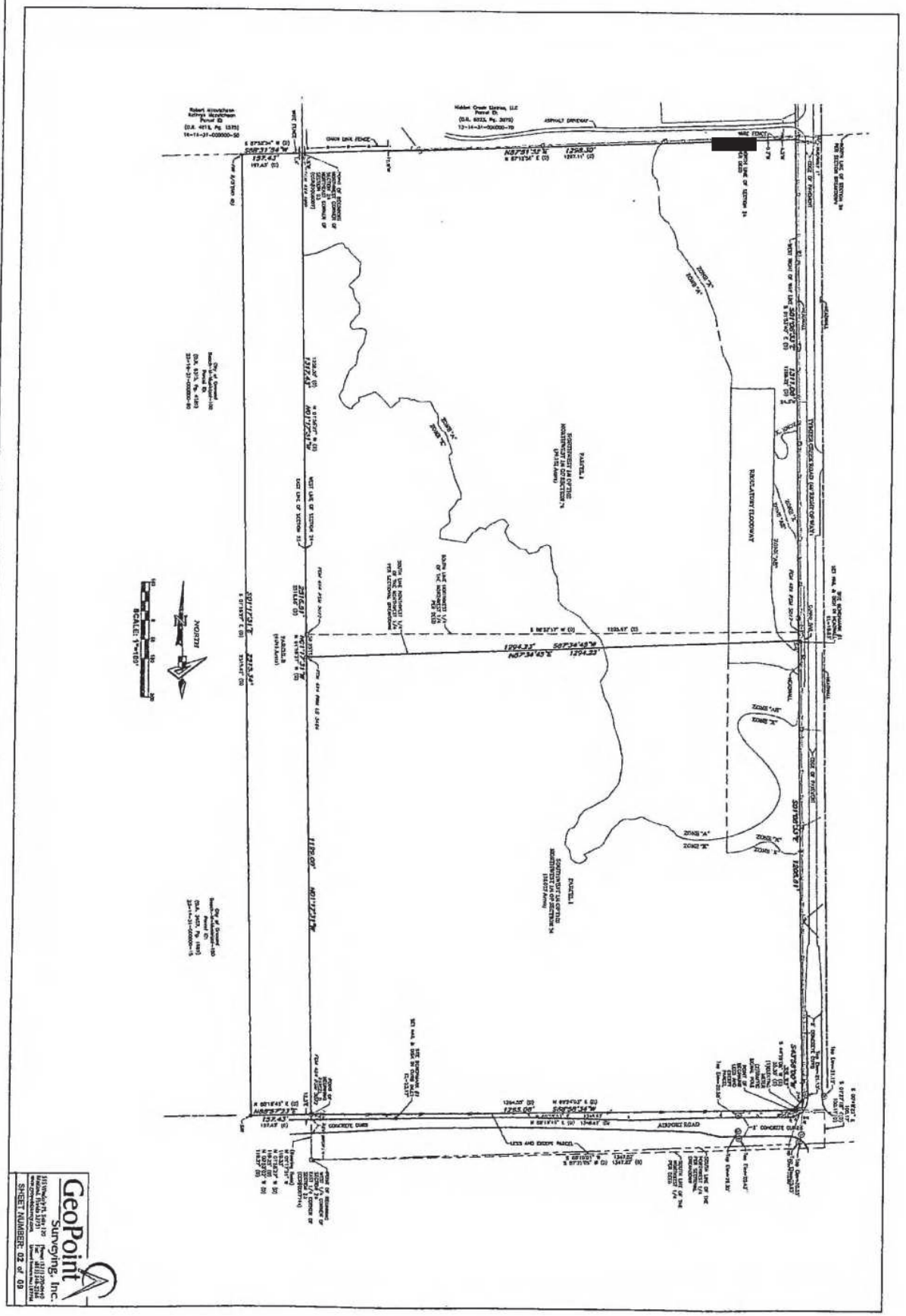
PARCEL C:

The Northwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East; thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 1°53'40" East along said West Right of Way line, a distance of 1288.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East; thence North 1°56'27" West along said West line of said Section 24, a distance of 1258.30 feet to the **Point of Beginning.**

EXHIBIT "A"

Page 2 of 2



Special Conditions – Tattersall at Tymber Creek

Plan sheets are included in Exhibit "C" and shall be complied with at all times. Specific conditions include:

1. ***Lot Layout***. The total number of lots approved are 129. All lots shall be 80' in width. The actual count, location, and layout of the developed areas within the development shall be determined during subdivision review and may be modified based on responses from and requirements of applicable permitting agencies and identified environmental conditions

2. ***Preliminary Plat Required.***

   A. The project shall be required to obtain a Preliminary Plat and provide detail engineering plans with review by the Planning Board and action by the City Commission prior to the issuance of a site construction permit. A preliminary plat, shall include following information is required:

      1. Stormwater plan including:
         A. Site topography survey;
         B. Evidence of acceptance of water from off-site properties;
         C. Nutrient loading information. There are higher standards for this property based upon the Tomoka River being an Outstanding Florida waterway; and
         D. Pre-development and post development calculations.
      2. Floodplain review including:
         A. Base flood elevation study;
         B. Amount of fill in the floodplain; and
         C. Amount of compensating storage provided.

3. ***Drainage.*** As part of the first phase of the development, Developer shall construct or cause to be constructed a culvert under Leeway Trail and an open ditch or swale from Leeway Trail to Groover Branch, if authorized and as permitted by St. John's River Water Management District and any applicable jurisdiction with authority. A portion of the improvements will be on property owned by the City and the City shall freely grant developer such applicable rights as to construct the culvert and swale. The portion of the drainage improvements constructed on the Property will be located within a fifty (50) foot easement, which access and maintenance rights shall be granted to the City. Once the drainage improvements are installed, the City shall provide perpetual maintenance of the same. The City shall also assist in the permitting of the drainage improvements through the St. John's River Water Management District

   The proposed stormwater management system design must provide reasonable assurance that the construction of the project will not adversely affect the water quality of the receiving waterbody or increase the rate or volume of discharge from the project to the receiving waterbody.

Surface water management plans must demonstrate that the proposed development or activity has been planned and designed and will be constructed and maintained to meet the general design standards of Section 3-18 of the City's Land Development Code by maintaining the natural hydrodynamic characteristics of the watershed, and preventing increased flooding and damage.

Stormwater runoff shall be consistent with best management practices (such as the state development manual published by the Florida Department of Environmental Protection) prior to discharge into any natural or artificial drainage systems

4. ***Density:*** The proposed gross density is 1.53 units per acre. The density within the "Suburban Low Density Residential" land use area is 1.91 units per acre. The holding capacity density is 2.95 units per acre.
5. ***Dimensional standards:*** The setbacks for the project shall be:
   a) Rear: 20'
   b) Rear (accessory): 5'
   c) Side: 7.5'
   d) Side (accessory): 5'
   e) Side Corner: 25'
   f) Front Yard: 25'
   g) Maximum building coverage shall be 50%.
   h) Maximum lot coverage shall be 70%.
   i) Maximum building height shall be 35 feet.
6. ***Recreational area.*** In lieu of the indoor recreation floor area requirement, the development may provide, at a minimum, an additional thirty (30) square feet per unit of outdoor active recreation space in compliance with Section 2-35(h) of the Land Development Code. The project is required to provide 11,610 square feet of outdoor recreational area. The proposed 26,572 square feet of outdoor recreational area exceeds the Land Development Code requirements and is hereby accepted.
7. ***Parking.*** Section 3-26 of the Land Development Code requires two (2) parking space per dwelling unit. Based on the 129 dwelling units proposed, 258 parking spaces shall be required. In addition, one (1) on-site parking space shall be provided for each two hundred fifty (250) square feet of indoor recreation area and one (1) such space for each four hundred (400) square feet of active outdoor recreation area. If both types of recreation areas are located on the same site, only the indoor requirement must be met per Section 2-35(h)(9) of the City of Ormond Beach Land Development Code.
8. ***Access.*** The subdivision shall have access from Airport Road and Tymber Creek. Both access points are shown as full access.

9. ***Right of way reservation.*** The project shall reserve land, totaling 1.86 acres, along Tymber Creek Road for future roadway expansion by Volusia County.

10. ***Sidewalks.*** The developer shall construct a sidewalk in Phase 1 of the project development along Airport Road from Tymber Creek Road to Leeway Trail and along a portion of Tymber Creek Road, from the proposed entry of the development on Tymber Creek Road to the intersection of Tymber Creek Road and Airport Road, as further illustrated on the development plan incorporated herein as Exhibit "C."

    Internal sidewalks are required on both sides of the streets within the subdivision.

11. ***Model Homes and Temporary Sales Offices***. The developer may designate and construct up to 10 lots as model homes and 2 lots as temporary sales offices for each phase of development. The design for all single-family homes shall be similar to the elevations attached as Exhibit "F". Construction of a model home or temporary sales office for a particular phase may commence in conjunction with the construction of infrastructure improvements for said phase, however, a final certificate of occupancy for said model home or temporary sales office shall not be issued until final plat approval for said phase. No model home shall be constructed until the water and sewer lines have been constructed and are operational. Developer may also install and maintain a temporary construction trailer on a designated lot and must include electric. The construction trailer shall not be open to the public and shall not require paved parking or other applicable requirements of a temporary sales office but shall provide temporary stabilized off-street employee parking.

12. ***Site Clearing***. Unless required as part of subdivision infrastructure or engineering of the site, Developer may preserve trees on each subdivided lot until construction of a residence on the same.

A fence plan is included in Exhibit "D" and shall be complied with at all times. Specific conditions include:

13. ***Fences.*** The developer shall implement fencing around the perimeter of the subdivision of 6 feet in height constructed out of solid PVC material with a white color. All Perimeter fencing will be installed as a requirement of the phase being developed part of the initial subdivision infrastructure. This does not include the development's entry locations that border Airport Road or Tymber Creek Road included as part of the entry features described below. Additional fence requirements shall be specified in the Homeowners' Association Master Covenants and Restrictions and shall be controlled by the Architectural Review Committee, which shall be established as part of the development. Fencing for individual lots shall conform with the fence details attached as Exhibit "D".

A phasing plan is included in Exhibit "E" and shall be complied with at all times. Specific conditions include:

14. ***Phasing.*** The development may be built in one or more phases, in substantial accordance with the attached phasing plan in Exhibit "E". Any revisions to the phasing plan may be processed as a minor amendment to this PRD Development Order.

An Architectural Elements plan is included in Exhibit "F" and shall be complied with at all times. Specific conditions include:

15. ***Architecture.*** Home designs shall be consistent with the architectural elevations provided in Exhibit "F" and an architectural review committee for the subdivision is required.

A signage plan is included in Exhibit "G" and shall be complied with at all times. Specific conditions include:

16. ***Entry Features***. Development entry features shall have a maximum height of 8 feet. Signage for the development shall be similar to the examples attached as Exhibit "G."

EXHIBIT "C"
Page 1 OF 8

TATTERSALL AT TYMBER CREEK

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

PLANNED DEVELOPMENT

DEVELOPER:
PATLIN TYMBER 1 AND 2, LLC
794 SANDERS ROAD, SUITE 1
PORT ORANGE, FL 32129
PHONE: 386-756-0439
FAX: 386-304-3308
CONTACT PERSON: JAMES W. PATTAS, II
e-mail: lpoyton@pryorhomes.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: RANDY HUDAK, P.E.
e-mail: rhudak@zevcohen.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE: 386-677-2482
FAX: 386-677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

LEGAL:
COBB COLE
231 NORTH WOODLAND BLVD.
DELAND, FL 32720
PHONE: 386-736-7700
FAX: 386-944-7966
CONTACT PERSON: MARK WATTS
e-mail: mark.watts@cobbcole.com

PROJECT DESCRIPTION:

THIS PROJECT PROPOSES THE CONSTRUCTION OF 300 SINGLE FAMILY RESIDENTIAL UNITS ALONG WITH ASSOCIATED ROADWAY, STORMWATER AND UTILITY INFRASTRUCTURE.

SITE INFORMATION:

PARCEL NUMBERS:	5049 & 7400 GREEN POND, ORMOND BEACH, FL 32174
PARCEL AREA:	159 AC
TAX PARCEL I.D. #:	412300000011, 412300000018, 412300000020
EXISTING & PROPOSED ZONING:	PRD - PLANNED RESIDENTIAL DEVELOPMENT
EXISTING & PROPOSED LAND USE:	RESIDENTIAL (SFR) & OPEN SPACE/RECREATION (SFR)
TOTAL LOT COUNT:	300
LOT DIMENSIONS:	70 FT X 120 FT LOT
GROSS DENSITY:	1.89 PER ACRE
NET DENSITY:	1.91 PER ACRE
SETBACKS:	
FRONT:	20 FT
SIDE:	7.5 FT (MINIMUM), 15 FT (GARAGE), 5 FT (ACCESSORY STRUCTURE)
REAR:	20 FT (C & F.F. ACCESSORY STRUCTURE)
REQUIRED LANDSCAPE BUFFERS:	25 FT - ALONG AIRPORT ROAD
	20 FT - ALONG TIMBER CREEK ROAD
	10 FT - WEST
	24 FT - NORTH
MAXIMUM BUILDING COVERAGE:	30%
MAXIMUM LOT IMPERVIOUS COVERAGE:	70%
MAXIMUM BUILDING HEIGHT:	35 FT
PARKING:	PROVIDED BY CITY OF ORMOND BEACH
LAND USE TABLE:	ACREAGE / PERCENTAGE
EXISTING CONDITIONS:	
WETLAND AREA	15.19 AC / 9.5%
UPLAND AREA	144.44 AC / 90.5%
TOTAL SITE AREA	159.63 AC / 100%
PROPOSED IMPROVEMENTS:	
BUILDING & PAVED AREA	34.44 AC
LOTS	37.33 AC / 23.4%
OPEN SPACE	7.76 AC / 4.9%
LANDSCAPE/OPEN SPACE	77.91 AC / 48.8%
AGENCY AREA	0.27 AC / 0.2%
RETAINED TO REMAIN	0.97 AC / 0.6%
TOTAL	159.63 AC / 100%

NOTE: OUTDOOR CONSTRUCTION ACTIVITY SHALL ONLY OCCUR FROM 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY.

NOTE: MAXIMUM DENSITY PER ORDINANCE 08-24 IS 234 UNITS BASED ON 67.54 ACRES OF PROPERTY WITH THE SLDR LAND USE.

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

VICINITY MAP
SCALE: 1" = 1,000'

SOILS MAP
SCALE: 1" = 600'

ZONING MAP
SCALE: 1" = 500'
CURRENT ZONING FOR THIS SITE IS PRD = PLANNED RESIDENTIAL DEVELOPMENT

FLOOD ZONE MAP
SCALE: 1" = 500'
FLOOD ZONE A, AE & X (SEE FIRM PANEL 12127C0291H)

SHEET INDEX:

C1	COVER SHEET
C2	CONCEPT PLAN
C3	WETLAND IMPACT & NATURAL AREA EXHIBIT
C4	STORMWATER PLAN
C5	UTILITY PLAN
C6	CONSTRUCTION DETAILS
C7	PHASING PLAN
C8	FLOOD PLAIN EXHIBIT
EXHIBIT D	FENCING EXHIBIT
EXHIBIT F	SIGNAGE EXHIBIT

EXHIBIT C

ZEV COHEN & ASSOCIATES, INC.
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTALS/REVISIONS
1	09/26/22	ZEV	INITIAL SUBMITTAL TO CITY OF ORMOND BEACH
2	12/16/22	MLS	REVISED PER CITY COMMENTS
3	03/06/23	MLS	REVISED PER CITY COMMENTS
4	04/17/23	MLS	REVISED PER CITY COMMENTS DATED 3/31/23
5	06/16/23	ZEV	REVISED TO ACCOMODATE REDUCED LOT COUNT
6	08/15/23	MLS	REVISED PER CITY COMMENTS DATED 7/31/23

TATTERSALL
PLANNED DEVELOPMENT
COVER SHEET

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO. 2021-0101
DRAWN BY: MLS
CHECKED BY: MLS
APPROVED BY: ZEV
SUBMITTED TO: CITY OF ORMOND BEACH
PROJECT MANAGER: RANDY HUDAK, P.E.
DESIGNED BY: MLS
DRAWN BY: MLS
CHECKED BY: ZEV
SUBMITTED TO: CITY OF ORMOND BEACH
PROJECT MANAGER: RANDY HUDAK, P.E.

SHEET: C1 OF 8

EXHIBIT "C"
Page 2 OF 8

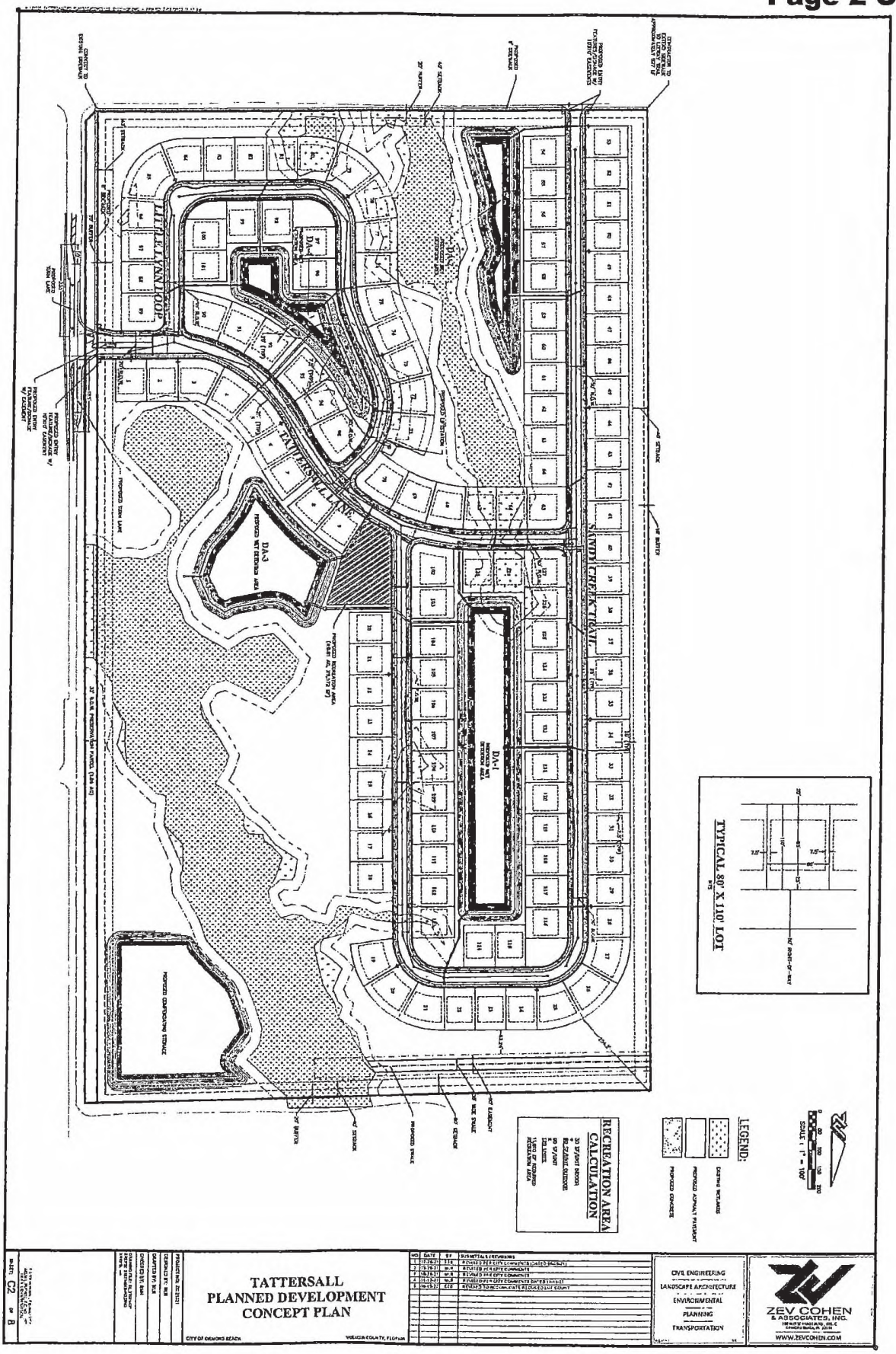


EXHIBIT "C"
Page 3 OF 8

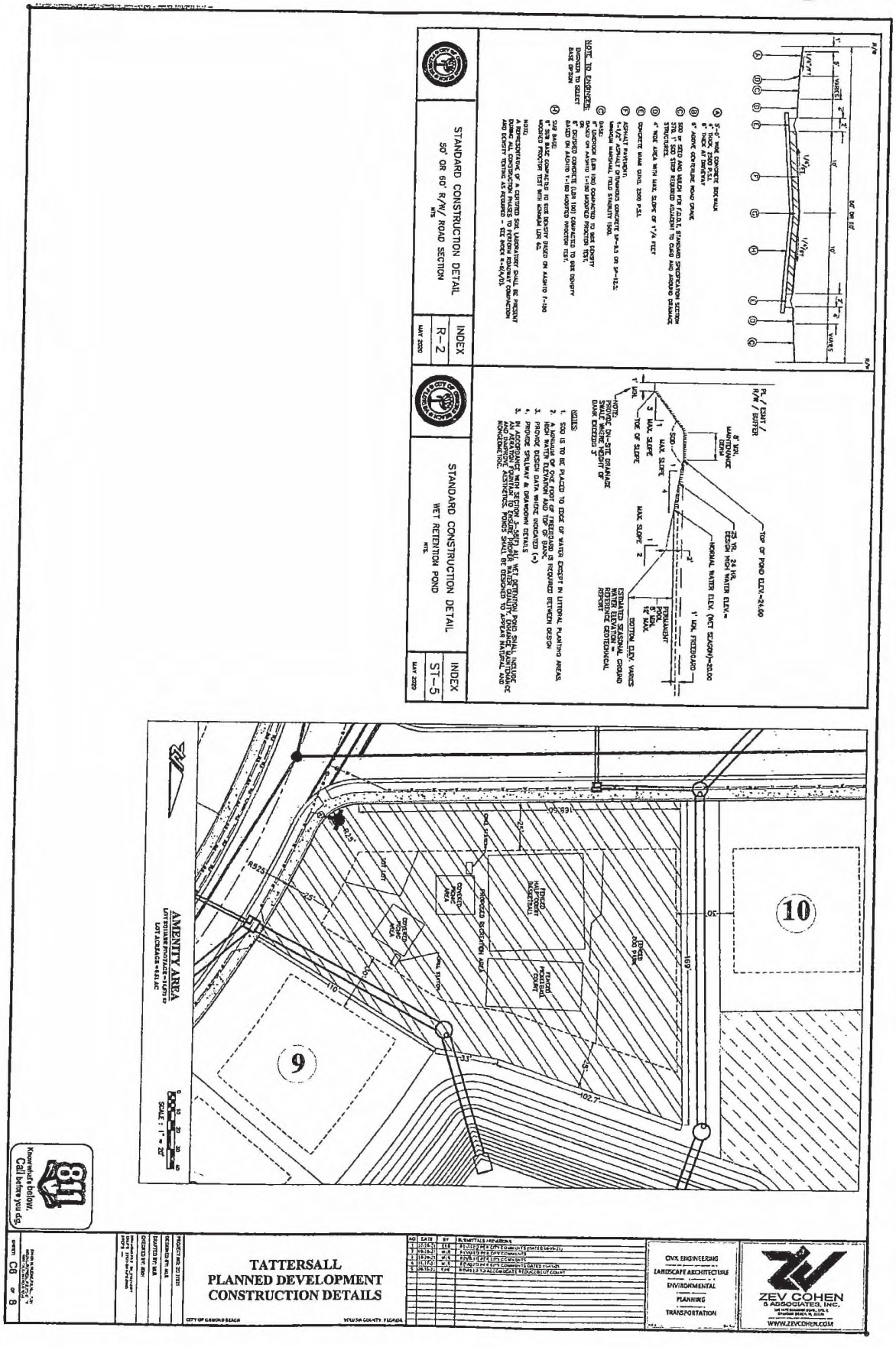


EXHIBIT "C"
Page 4 OF 8

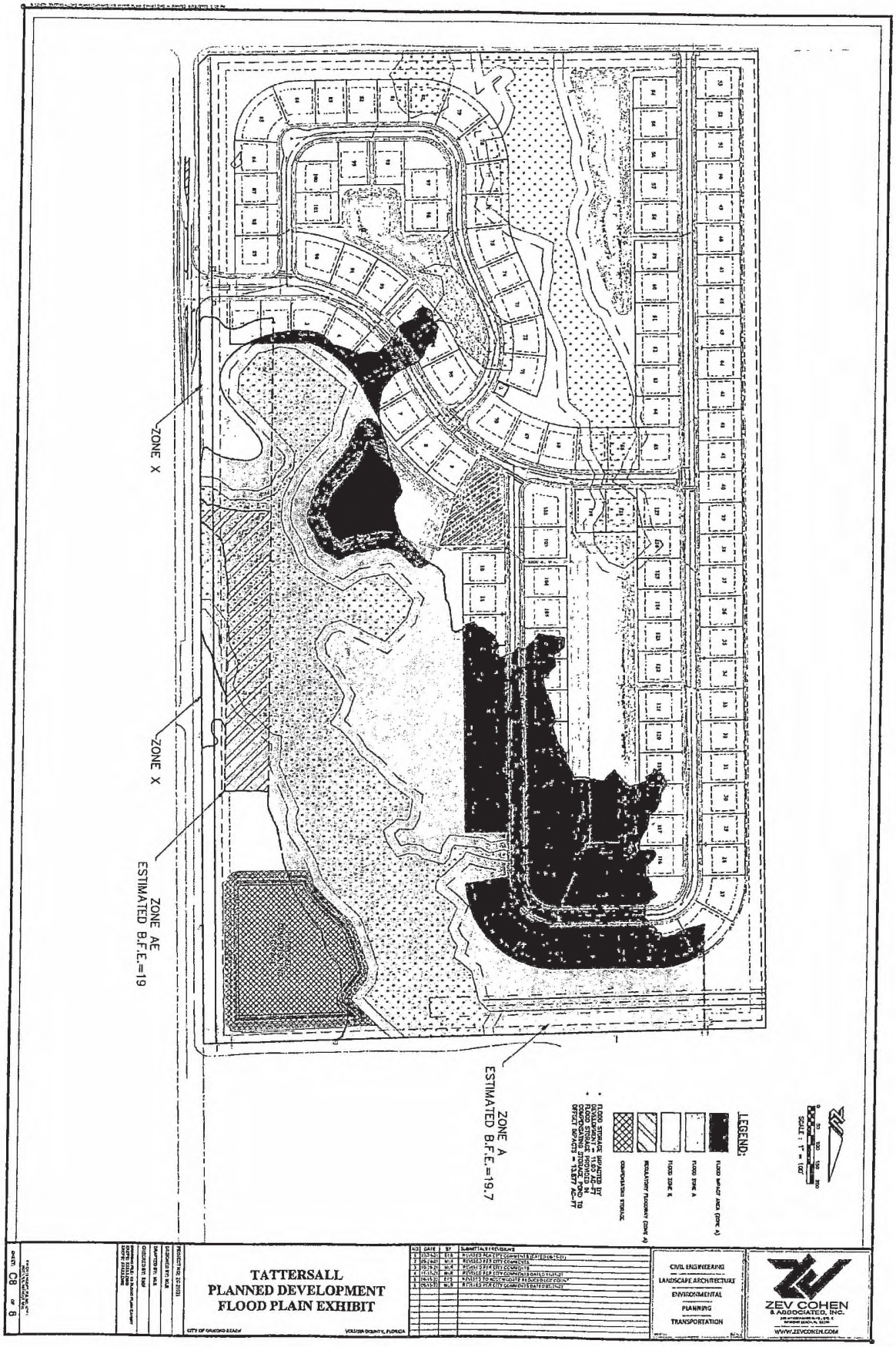


EXHIBIT "C"
Page 5 OF 8

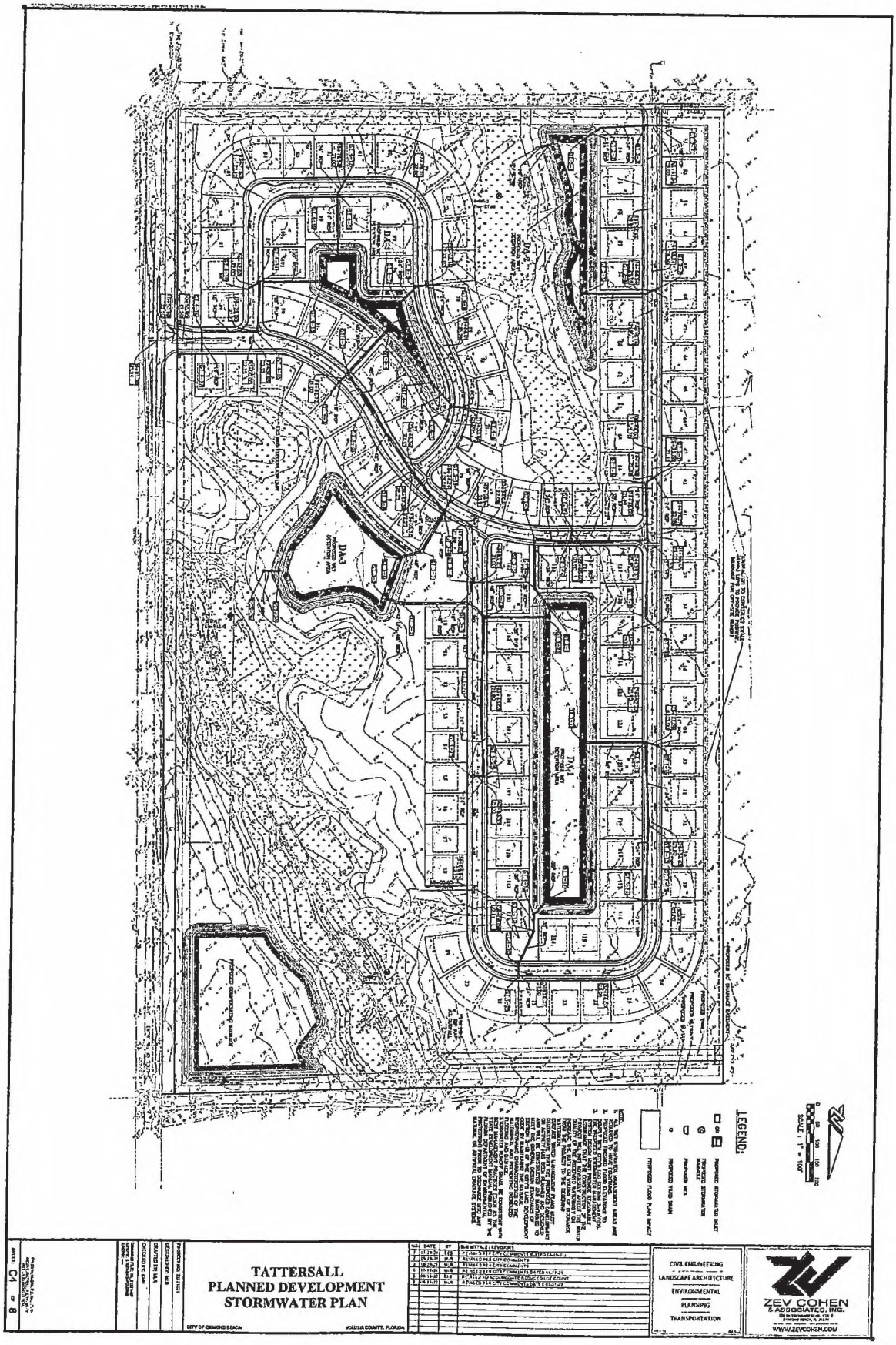


EXHIBIT "C"
Page 6 OF 8

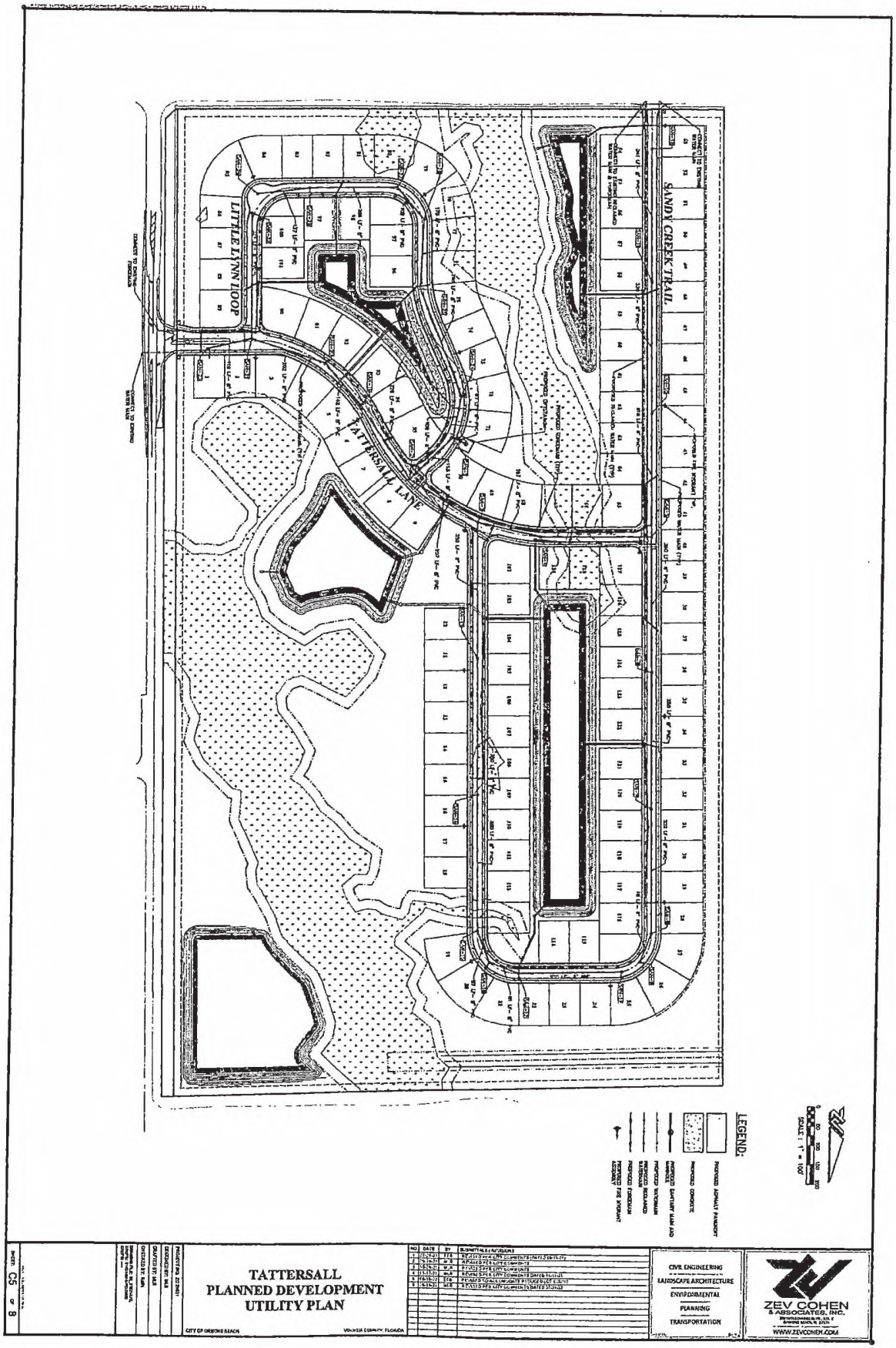


EXHIBIT "C"
Page 7 OF 8

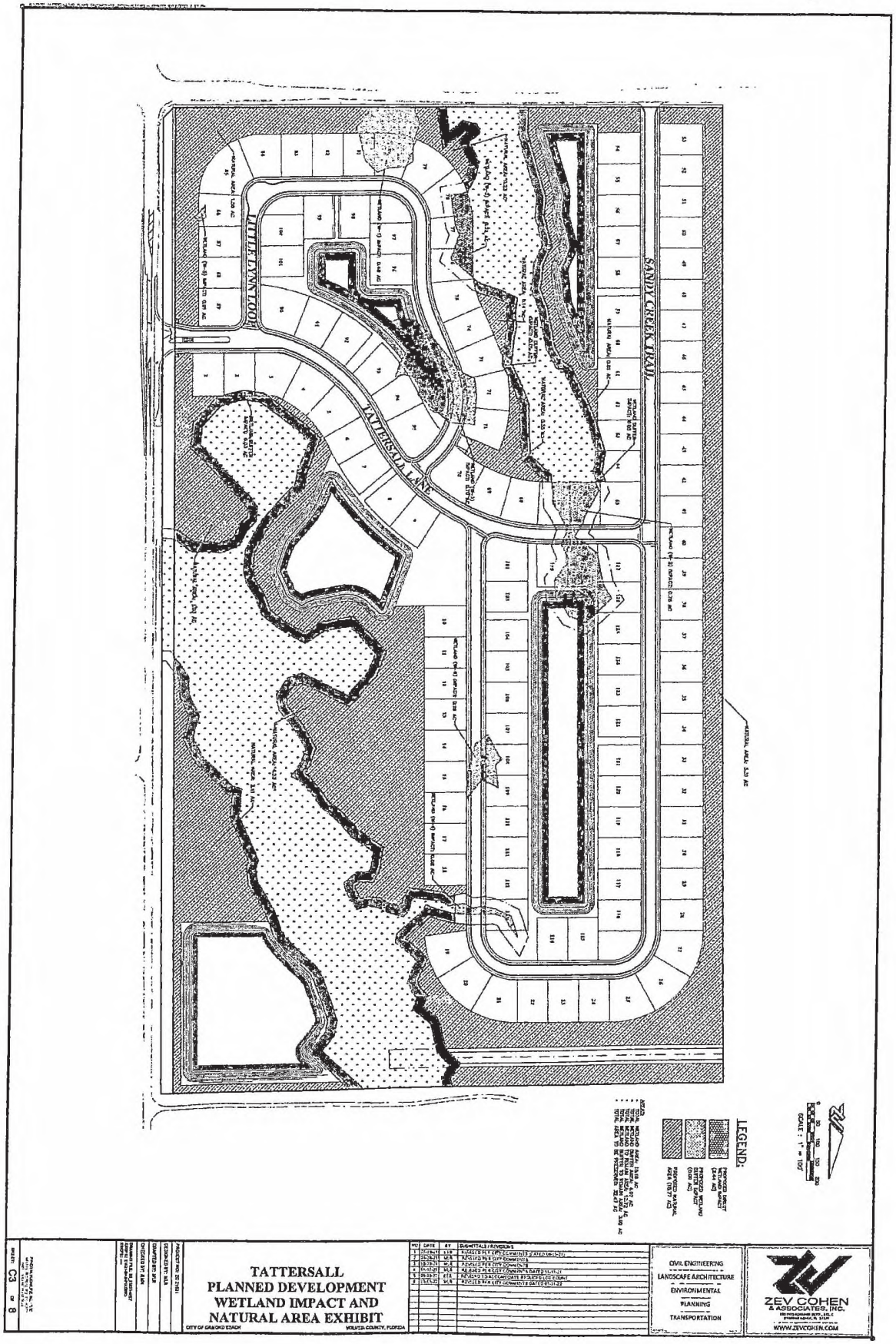


EXHIBIT "C"

Page 8 OF 8

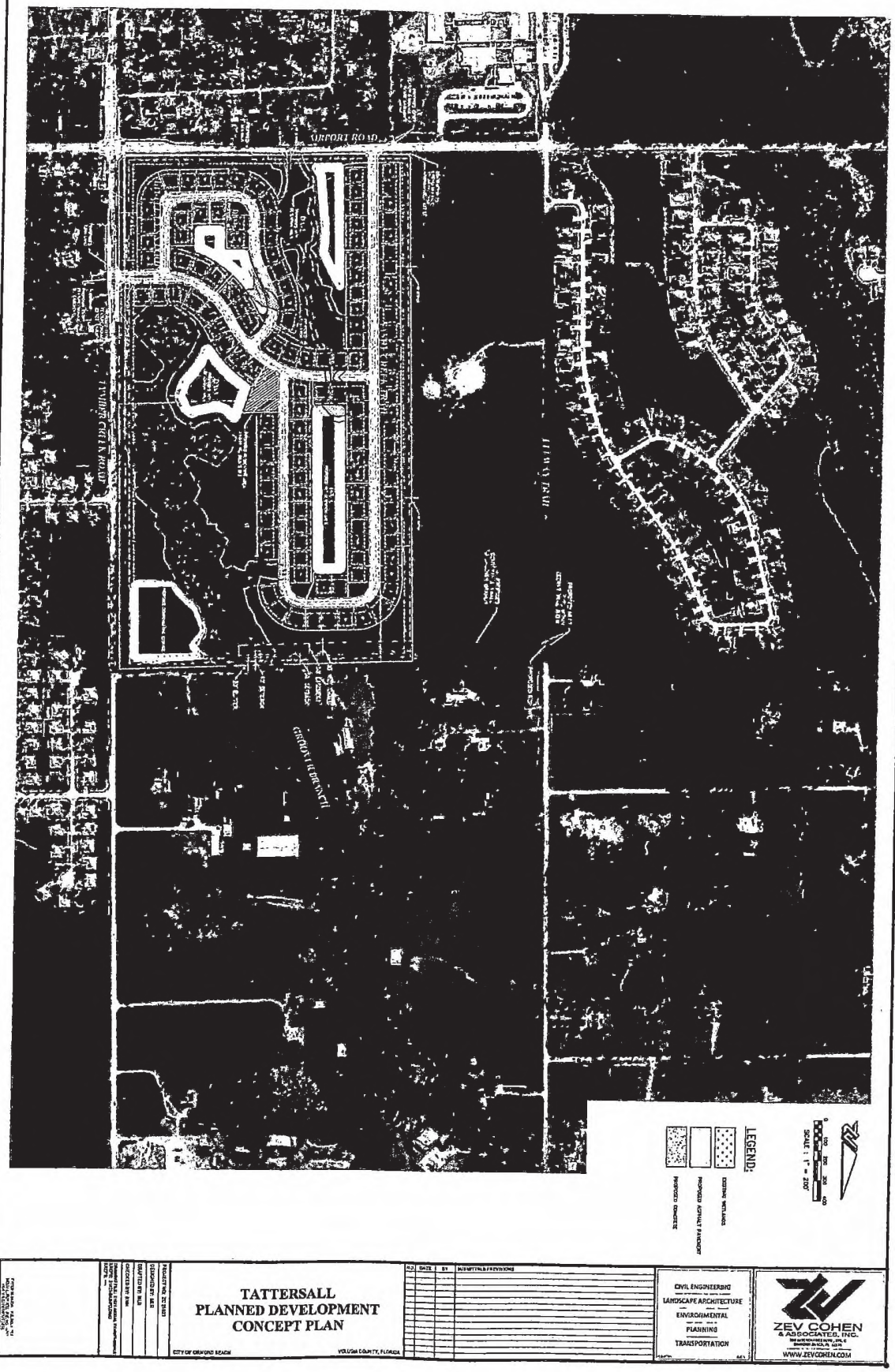
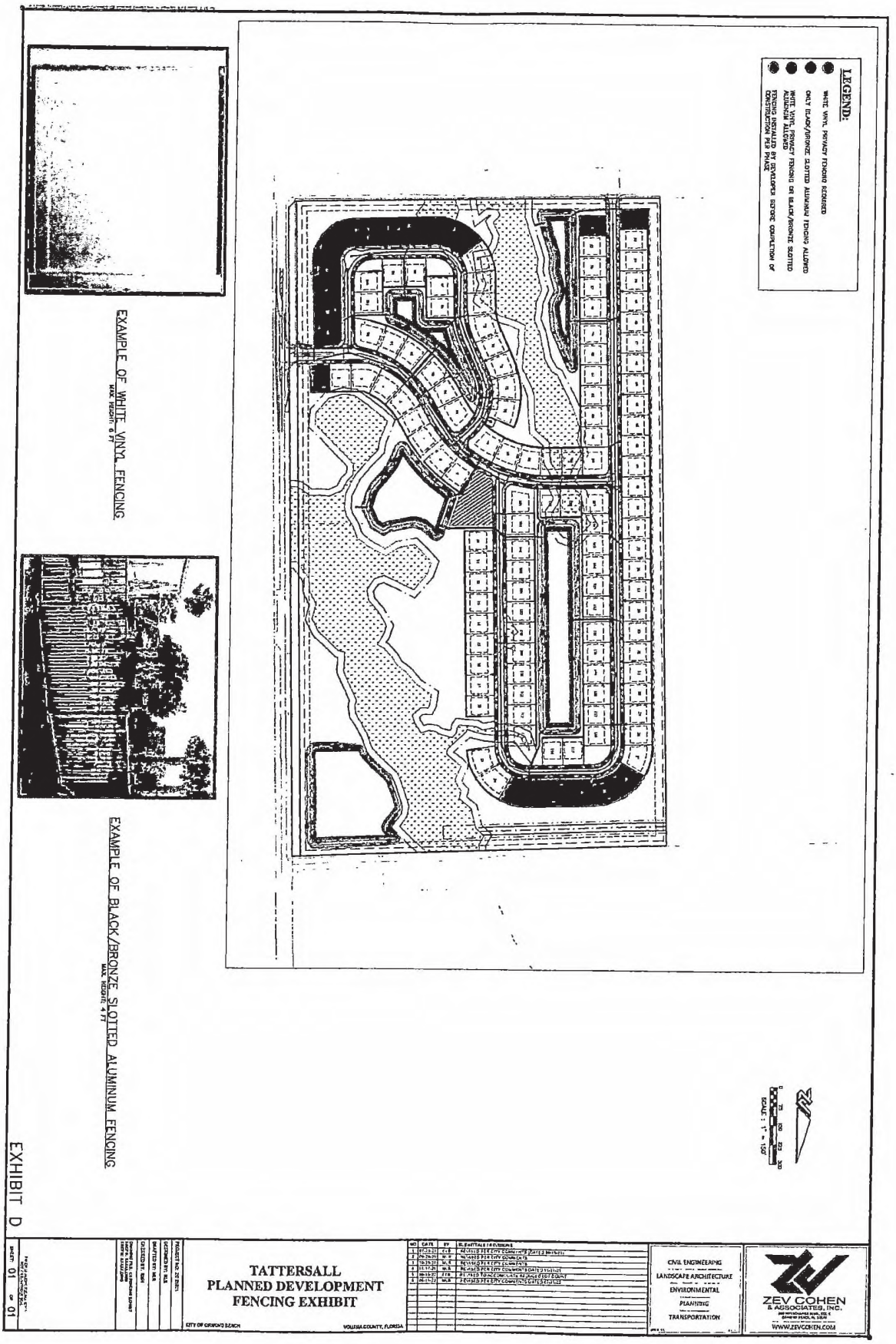


EXHIBIT "D"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ONLY BLACK/BRONZE SLOTTED ALUMINUM FENCING ALLOWED
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FENCING INSTALLED BY DEVELOPER BEFORE COMPLETION OF CONSTRUCTION PER PHASE
EXAMPLE OF WHITE VINYL FENCING
MAX. HEIGHT: 6 FT
EXAMPLE OF BLACK/BRONZE SLOTTED ALUMINUM FENCING
MAX. HEIGHT: 4 FT
SCALE: 1" = 150'
EXHIBIT D
TATTERSALL
PLANNED DEVELOPMENT
FENCING EXHIBIT
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN
& ASSOCIATES, INC.
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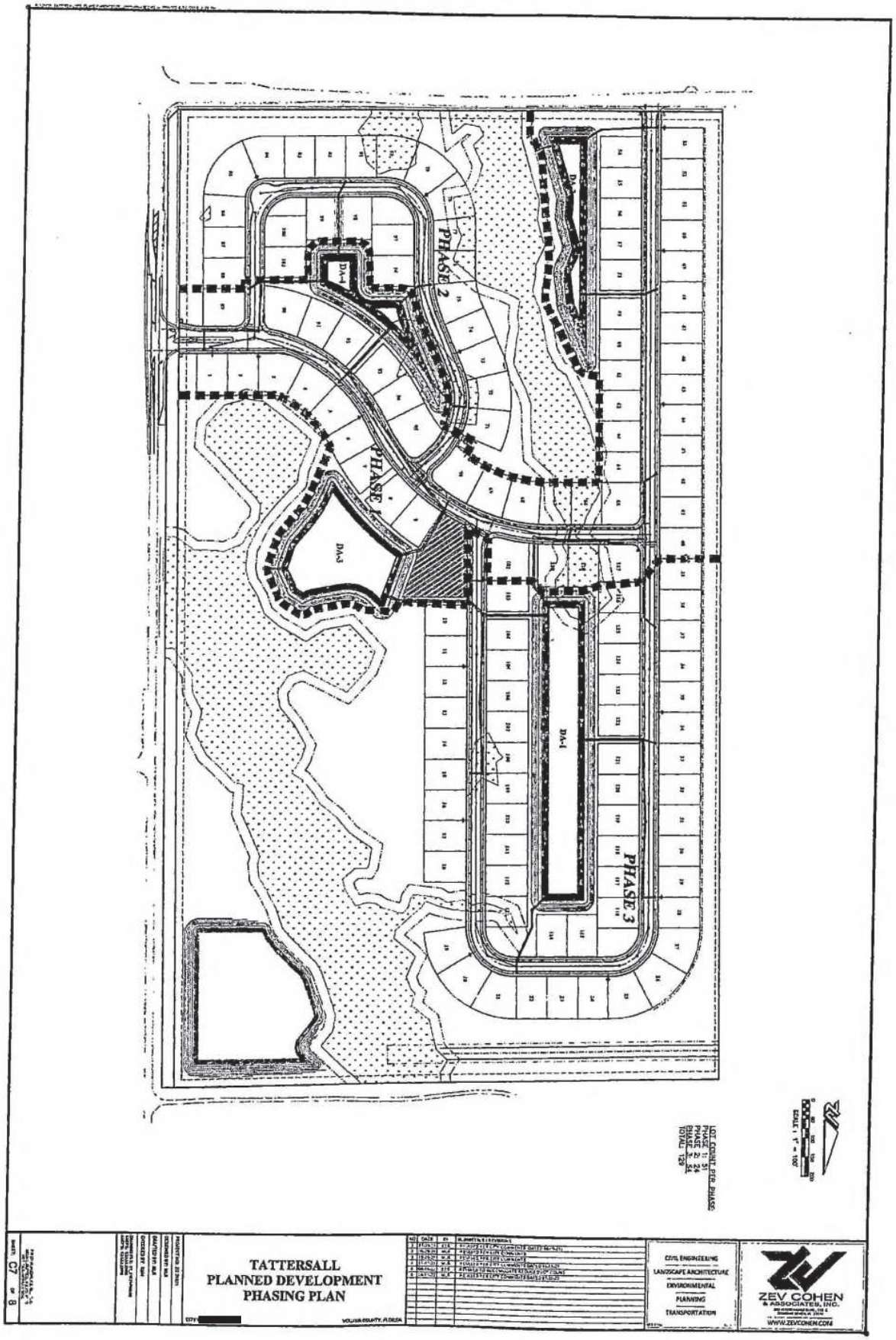
SHEET 01 OF 01

EXHIBIT "E"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PHASE 2
PHASE 3
DA-1
DA-3
LOT COUNT PER PHASE
PHASE 1: 51
PHASE 2: 24
PHASE 3: 54
TOTAL: 129
SCALE 1" = 100'
TATTERSALL
PLANNED DEVELOPMENT
PHASING PLAN
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
ZEV COHEN
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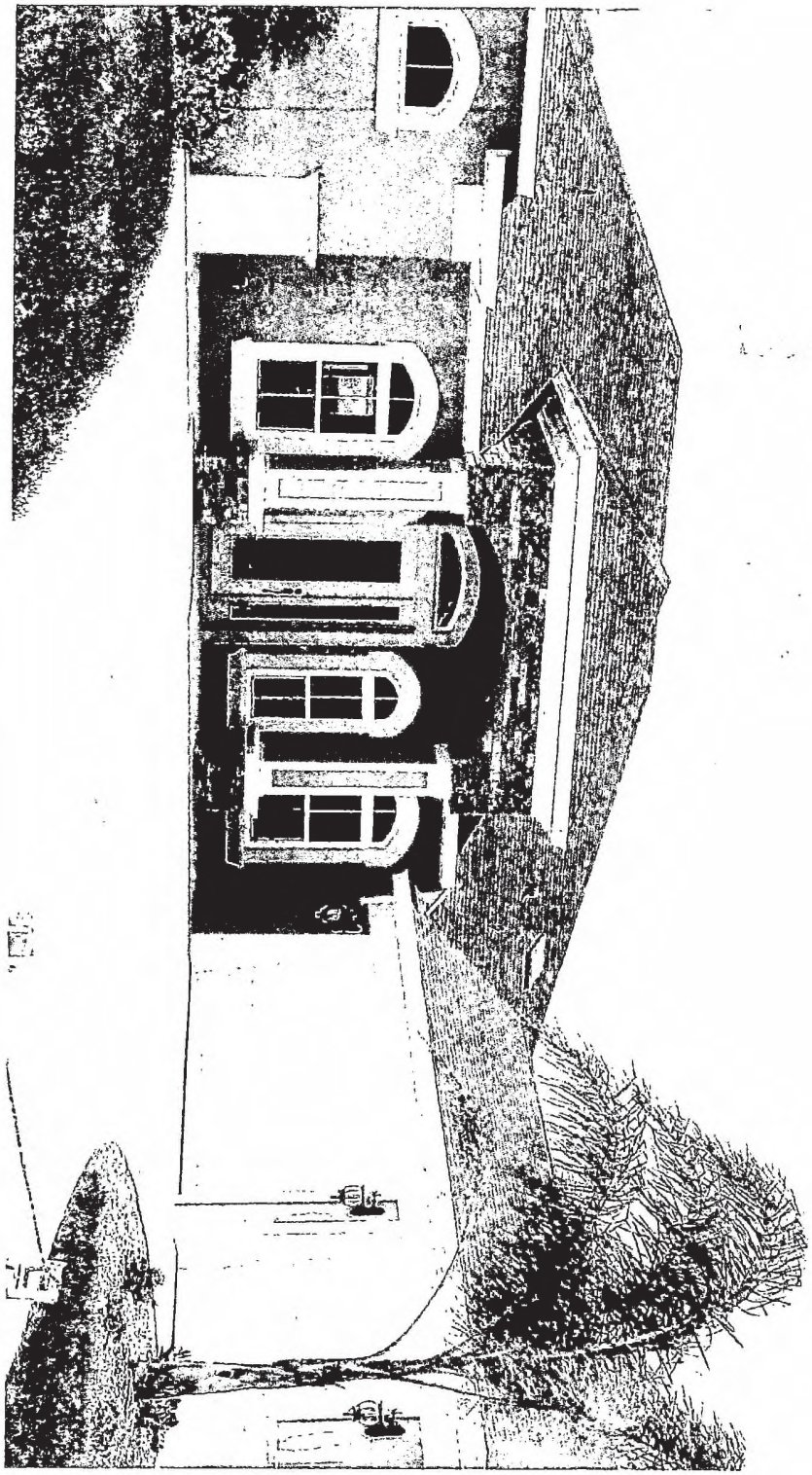
C7 OF 8

EXHIBIT "F"
Page 1 of 9

PAYTAS HOMES



ELEVATIONS

EXHIBIT "F"
Page 2 of 9

PAYTAS HOMES

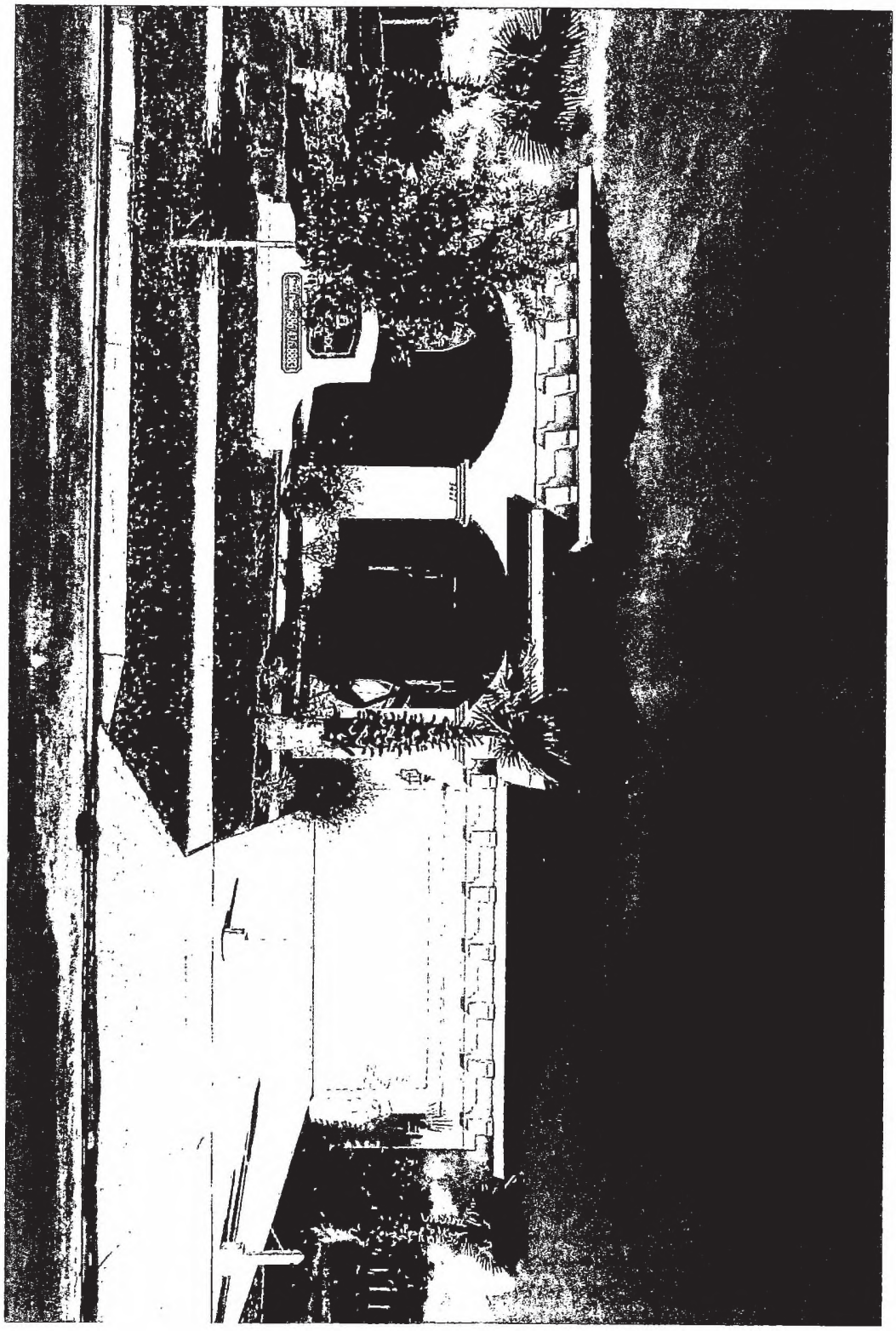


EXHIBIT "F"
Page 3 of 9

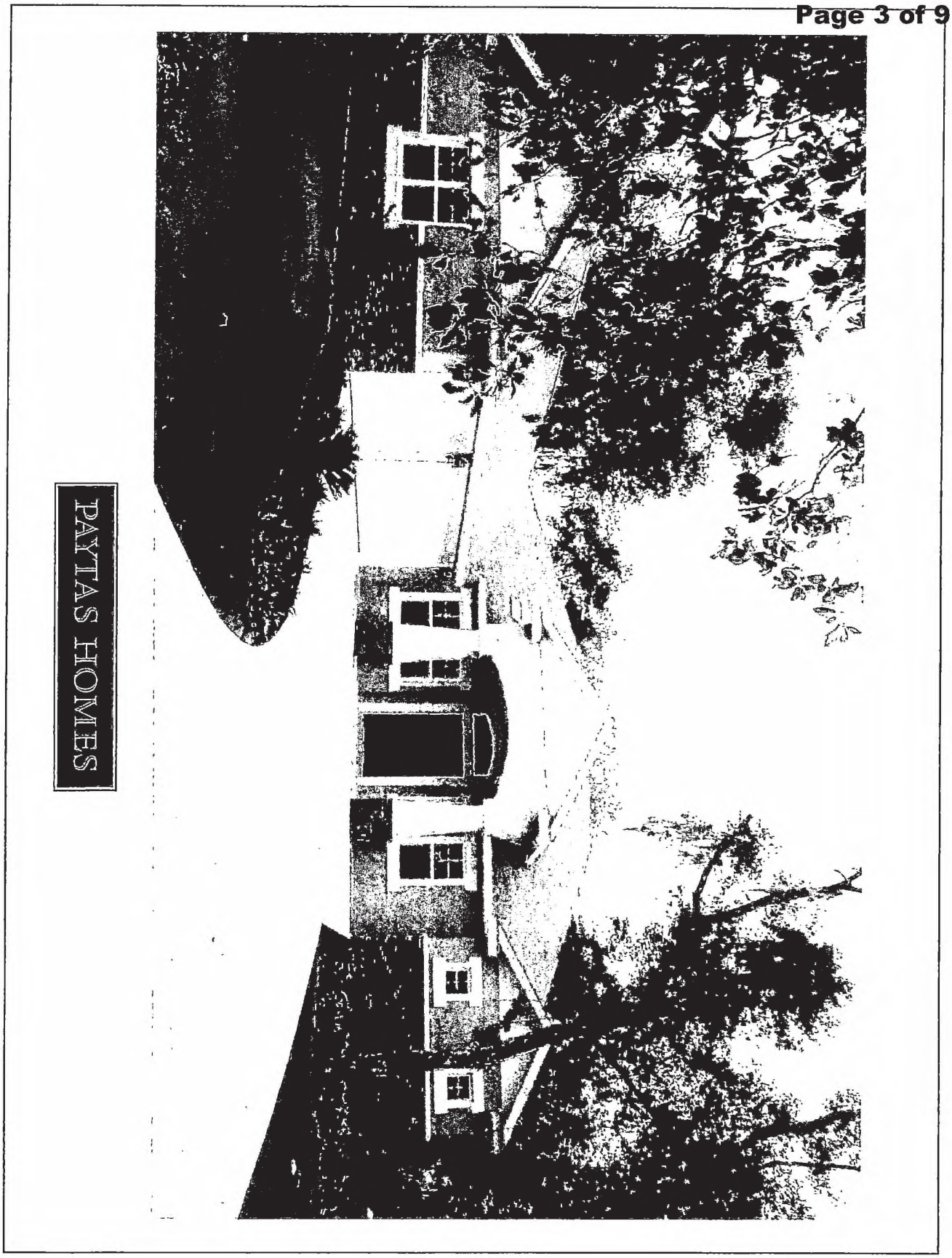


EXHIBIT "F"
Page 4 of 9

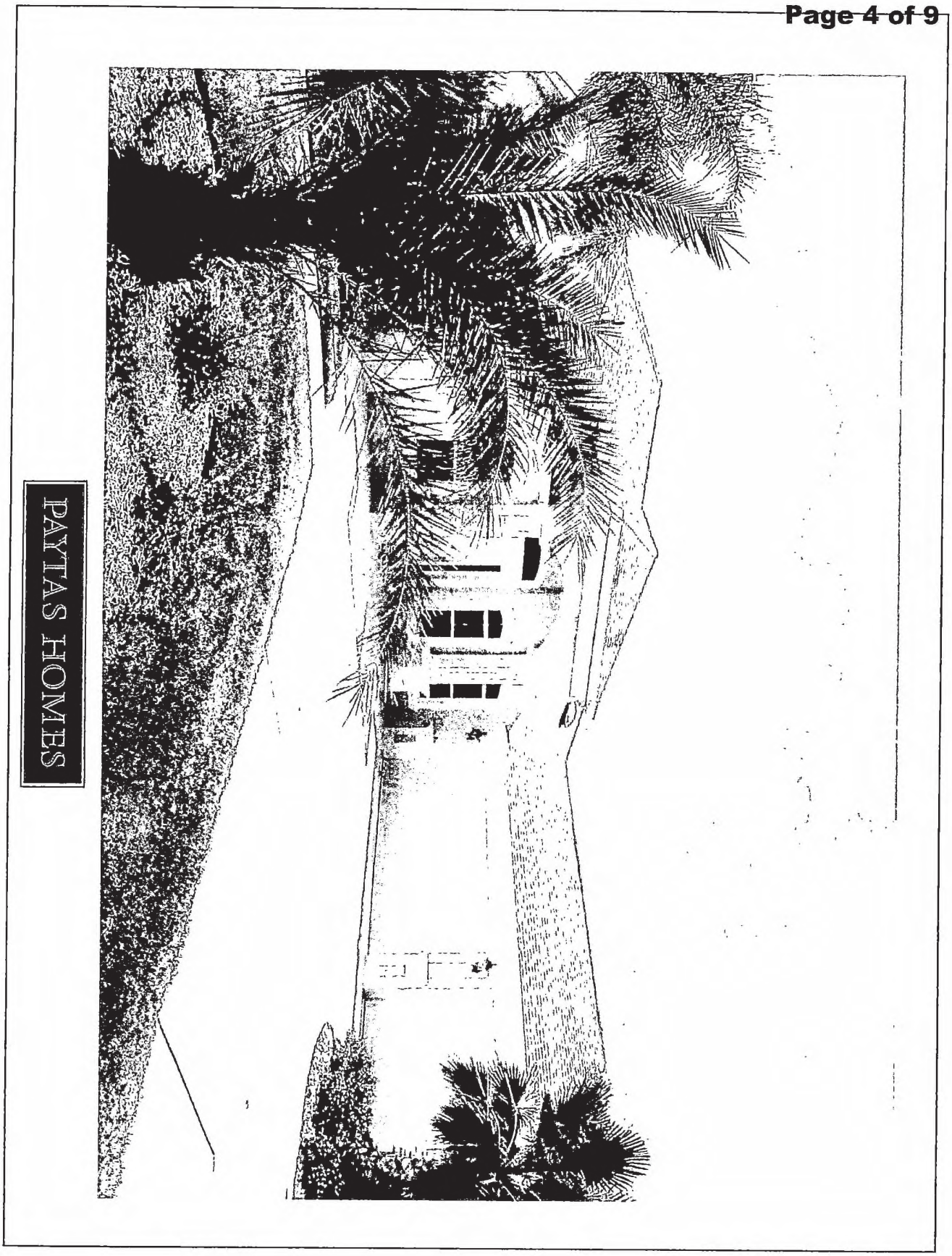


EXHIBIT "F"
Page 5 of 9

PAYTAS HOMES

Elevation is an artist's concept only and may vary. All elevations are subject to conform to community covenants and restrictions.
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EXHIBIT "F"
Page 6 of 9

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PAYTAS HOMES

EXHIBIT "F"

Page 7 of 9

PAYTAS HOMES

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Page 8 of 9

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PAYTAS HOMES

EXHIBIT "F"

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PAYTAS HOMES

EXHIBIT "G"

Page 1 of 3

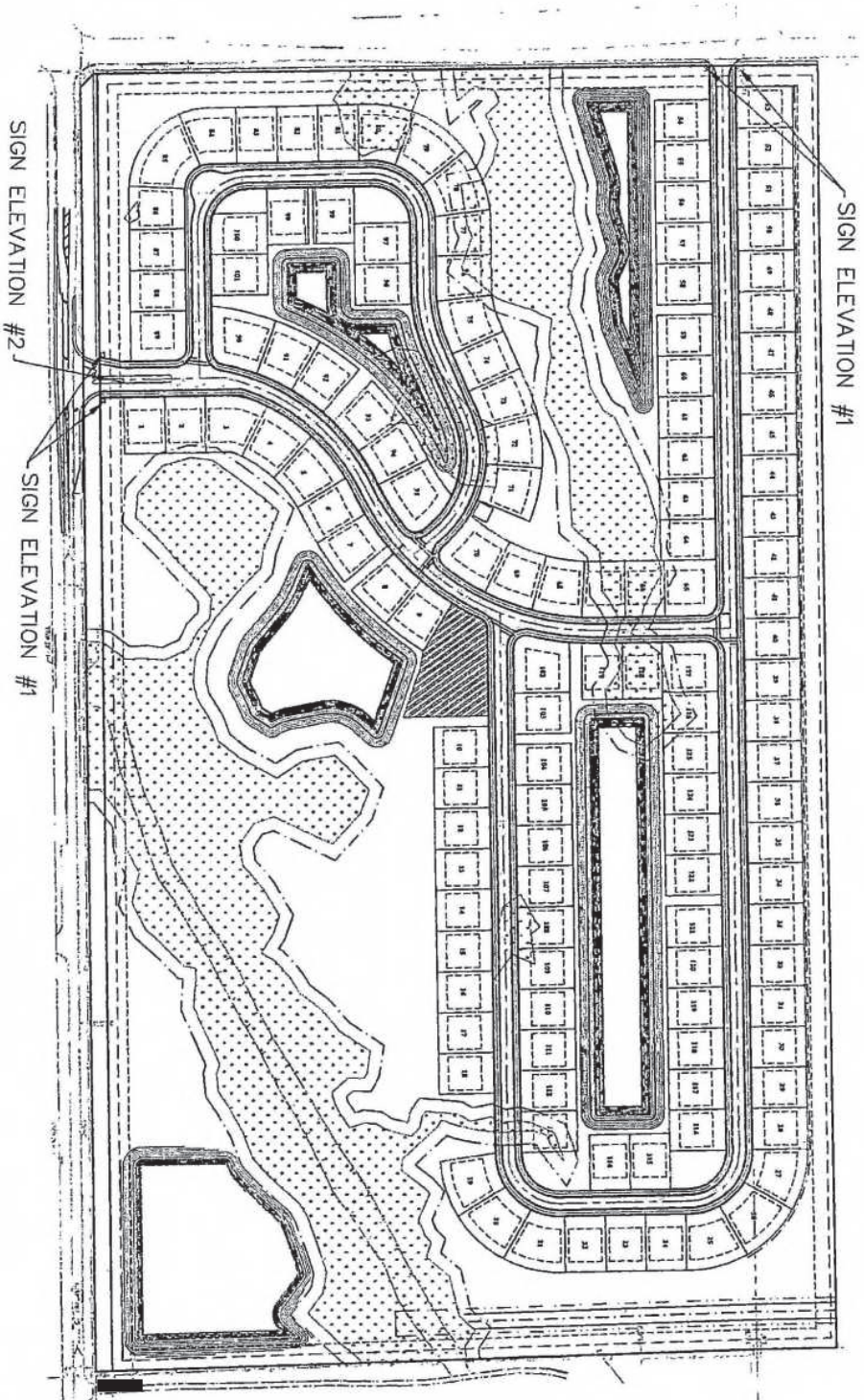

EXHIBIT F

TATTERSALL
PLANNED DEVELOPMENT
SIGNAGE EXHIBIT

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
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EXHIBIT "G"
Page 2 of 3

SIGN ELEVATION #1

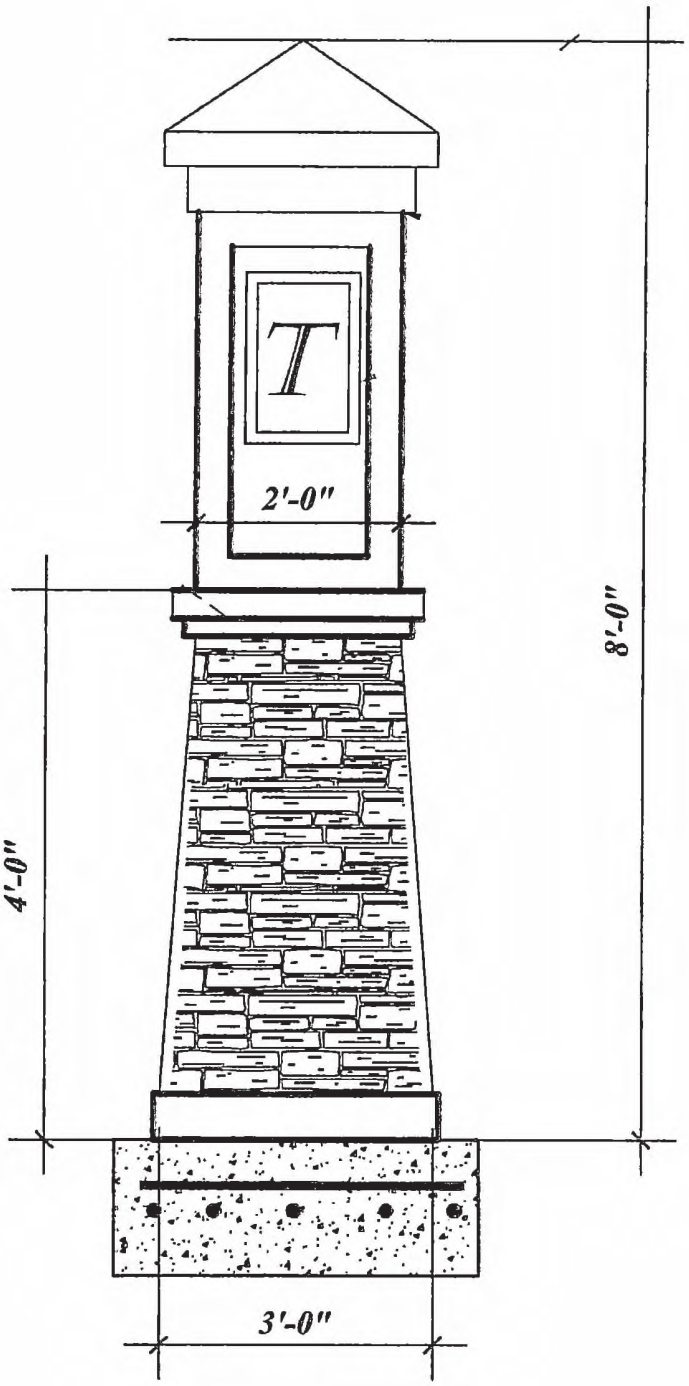
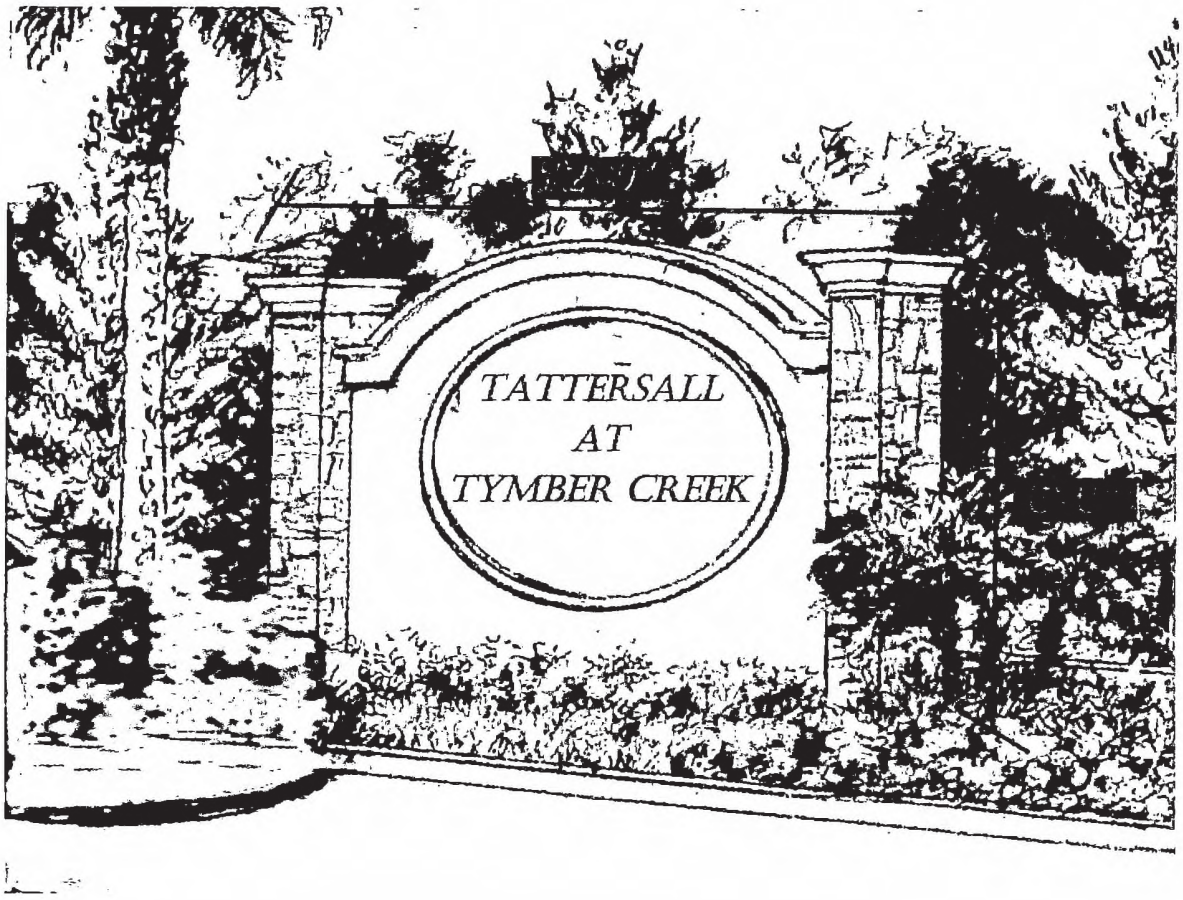


EXHIBIT "G"
Page 3 of 3

SIGN ELEVATION #2



CERTIFICATE

STATE OF FLORIDA
COUNTY OF VOLUSIA
CITY OF ORMOND BEACH

I, Susan Carroll Dauderis, City Clerk of the City of Ormond Beach, Florida, do hereby certify that the foregoing is a true, correct and complete copy of Ordinance No. 2022-33 as the same appears of record at City Hall, City of Ormond Beach, Florida.

Dated this 28 day of March, 2023.

Susan Carroll Dauderis
City Clerk
CITY OF ORMOND BEACH, FLORIDA

DRAFT

Planning Board minutes from February 8, 2024

ITEM:

PP-2023-041

Tattersall, Phase 1

Preliminary Plat

January 11, 2024

Mr. Jorczak moved to approve the January 11, 2024 Minutes. Mr. Galloway seconded the motion. The minutes were unanimously approved (7-0).

VI. PLANNING DIRECTOR'S REPORT

Mr. Spraker, Planning Director, stated that neighborhood meetings are scheduled for (1) the Ormond Holdings hotel, 251 S. Atlantic Avenue, at 6:00 p.m. on February 19, 2024 at the Ormond Library meeting room, and (2) Tomoka Christian Church Special Exception at 5:00 p.m. on February 22, 2024 at Tomoka Christian Church.

Mr. Spraker expounded on the last Planning Board discussion regarding city long-term processes and stated that future projects, (1) the Evaluation and Appraisal Report, and (2) the review of zoning districts will be provided to the Planning Board over multiple meetings starting the months of April or May 2024.

VII. PUBLIC HEARINGS

A. PP 2023-041, Tattersall, Phase 1 subdivision, Preliminary Plat

Mr. Steven Spraker, Planning Director, explained the application from Paylin Tymber 1 and 2, LLC, property owner, for a Preliminary Plat for phase 1 of the Tattersall subdivision consisting of 75 lots. The Tattersall subdivision was issued a development order in 2022 with Ordinance 2022-33 for a 129-lot subdivision on approximately 84.14 acres under certain conditions. The Tattersall at Tymber Creek subdivision is located at the corner of North Tymber Creek Road and Airport Road. The remainder of the lots would be platted with a phase 2 plat to be reviewed and acted upon separately of this application.

Mr. Spraker elaborated that the approved development order acts as the zoning of the property and determines the number of lots, buffers and concurrency. He explained the development order process starting with the zoning, and how the development order was the zoning entitlements for the property and started with the Site Plan Review Committee (SPRC). Mr. Spraker continued that a neighborhood meeting was held in August of 2022 and the Planning Board reviewed and made a recommendation in September of 2022, with the City Commission approving the development order for the project in October and November of 2022. He explained that the document sets the overall zoning of the property and at the time, is not required to have detailed engineered drawings but shows the landscape buffers, open space and number of lots and recreation area and architectural standards of the subdivision.

Mr. Spraker explained that the purpose of today's meeting is to determine the consistency of the construction drawings with the approved zoning development order. The proportionate fair share, traffic impacts and drainage easement and swale were approved. If the preliminary plat is approved, it will go to construction or a performance bond will be posted to record the plat. The last action is the final plat which comes back to the Planning Board and then to City Commission.

Mr. Spraker reviewed the project zoning characteristics and density and stated that in the original development order of the 129-lot subdivision, there is a 32 foot wide-area, adjacent to the Tymber Creek right-of-way, that is being dedicated to Volusia County, for road-widening of Tymber Creek Road, if needed in the future. As part of

the zoning approval there was a conveyance swale that went from Leeway Trail to Groovers Branch on the property. He detailed the recreation area with a half basketball court, two pickleball courts, and a pavilion. The recreation requirements were exceeded. Mr. Spraker continued that a sidewalk is proposed to go beyond the property to the west and connect to Leeway Trail. He added that the gross density of the project is 1.53 units and the density just in Suburban Low Density Residential area was 1.91 units per acre. Mr. Spraker reviewed the offsite improvements, drainage swale; from Leeway Trail to Groovers Branch, the sidewalk going to Leeway Trail, and the County dedication of right-of-way (ROW). He continued that the project has a 40' natural landscape buffer around the perimeter of the project and all of the landscape buffers are exceeded.

Mr. Spraker stated that there are two access points, one of them being off of N. Tymber Creek Road and the second off of Airport Road. He continued that the applicants are seeking to approve the first phase. Mr. Spraker confirmed that the Site Plan Review Committee (SPRC) reviewed it and determined that it is consistent with the provisions of the Land Development Code (LDC) and with the zoning development order and complete construction documents which included stormwater reports, utilities, plan and profile sheets. Mr. Spraker stated that that review criteria was within the staff report and the SPRC recommends approval.

Chairman Thomas opened it up to the Board.

Board Questions

Mr. Jorczak asked if the swale was going to be part of the original lot clearing and ground preparation work as one of the first things going in. Mr. Spraker answered that it will be part of the phase 1 improvements.

Mr. du Moulin asked who will maintain the culverts post-construction. Mr. Spraker replied that it will be the responsibility of the Homeowners' Association (HOA) to maintain the culvers inside of the subdivision. The drainage swale will be the responsibility of the City of Ormond Beach.

Mr. Scudiero spoke on the sidewalks, and asked for Mr. Spraker to point out the area of the sidewalk. Mr. Spraker displayed the area on the presentation overhead and explained that it goes from the entrance on Tymber Creek Road south and west, and extends it to Leeway Trail to allow a walking path to get to the school crossing guard.

Mr. Railsback asked about the entrance onto Airport Road and if it dumps near the entrance to Pathways School and if there has been thought to the widening of Airport Road. Mr. Spraker replied that based on project traffic numbers, Airport Road does not justify the widening of it. He continued that no one disputes the peak hour problem during the morning drop off and the afternoon pick up. Mr. Spraker added that staff continues to work with the school to resolve some of the issues and that each school principal has a right to manage their traffic pattern as they see fit.

Mr. Railsback asked about the area that was dedicated for the County and if it was required or if it was voluntary by the property owner or the applicant. Mr. Spraker replied that it was mutually agreed upon. He explained that as land is developed along rights-of-way (ROWS) that may require additional improvements in the future. There are no capital plans to improve N. Tymber Creek Road, but if the ROW is not preserved now, it may not be possible in the future. Volusia County's policy is to acquire the Right-Of-Way (ROW) as properties are developed.

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Mr. Railsback asked about the ROW across the street on the south side of Airport Road and if the City owns it in case Airport Road needs to be extended. Mr. Spraker replied that west of Tymber Creek, that area of Airport Road is the City's and has ROW on both sides and it goes to the Flagler County line and east of Tymber Creek is a Volusia County roadway.

Mr. Galloway inquired if the City has spoke with the Volusia County School Board about buying the land to the west of the elementary school. He added that he walked the property and noticed that the school does not allow cars to line up at the school and one of the nearby subdivision has approximately 30 no parking signs. Mr. Galloway suggested that the City convince the Volusia County School Board to buy more land for the school. Mr. Spraker replied that the school board owns the property west of the school and that there have been additional conversations of additional parking over time, and stated that he is not sure if they budgeted any funds to make any capital improvements on that property.

Chairman Thomas asked where the water cascades over the roadway, to the west in the swamp area and to the east. Mr. Spraker stated that there is a wetland that abuts the road and there is water in the area. He explained in the stormwater design it is designed to capture the water, ensuring that it does not go on Airport Road.

Chairman Thomas commented that one day Airport Road is going to be four-laned, and expressed that he knows that it will be four-laned in the next 10-12 years, if that long due to the building going on in Flagler County. He added that it is important to ensure that there will be proper expansion capability for that.

Ms. Shull asked for confirmation of the natural area around the property being 40' and what kind of vegetation is going in. Mr. Spraker confirmed the 40' and added that it is already natural. If there are any gaps, the Landscape Architect will ask that they be filled. He added that it is a heavily wooded site.

Ms. Shull stated that she was at the neighborhood meeting and heard concerns of the water draining up Leeway Trail and going down the creek. She asked if it will work. Mr. Spraker answered that multiple engineers have looked at the stormwater plan and the applicant's engineer stated that they are discharging less water and at a slower pace, improving the drainage issue. Mr. Spraker commented that water flows across the property in a natural state. The stormwater plan has been designed to manage the stormwater retention. He concluded that a technical engineer is in attendance and that it has also been reviewed by St. John's River Water Management District (SJRWMD).

Ms. Shull asked about the culvert that was to be cleaned out on Leeway Trail and asked who will maintain the improvement. Mr. Spraker replied that the water will be captured that is being stuck on the other side in the natural area to ensure that it has a place to go and catch whatever water is historically flowing that way, giving it a path to get to an outfall. It is the understanding that there is currently not a culvert there now as there is a road with no drainage on either side. Mr. Spraker concluded that the City will maintain the entire improvement as part of Resolution 23-134.

Applicant's Presentation

Mr. Mark Watts, Esq., Cobb Cole Attorneys at Law. 231 N. Woodland Blvd., DeLand, introduced himself and stated that based on a technical review the applicants meet the standards of the zoning and Land Development Code (LDC). He delivered information on comments raised and referenced the additional right-of-way (ROW)

being dedicated along Tymber Creek, adding that it was an area when working with the County on the use permits for the connection to Tymber Creek that it was a prescriptive ROW. The County was asked to identify how much ROW they needed to be able to have a future expansion if needed and they agreed and dedicated 32' as part of the process. Mr. Watts recalled when going through the PD approval there was discussion about the traffic for the schools in the area. The applicant agreed to do offsite improvements with the sidewalks for a pedestrian connection that goes all the way up to the school site. Mr. Watts spoke on the Leeway Trail culvert and commented that there were existing offsite issues that were not caused by this development. With the project there is an opportunity to correct the water running over the roadway at Leeway Trail. That culvert improvement and the swale that will go down to Groovers Branch was all part of the agreement made with the development order approval to provide offsite corrective actions for existing issues. Mr. Watts added that resolutions were worked out with the City Attorney and City Commission and will have it set up to have the first phase improvements set up and dedicate them to the City for the long-term maintenance for the city road and down to the outfall of Groovers Branch. Mr. Watts concluded that they are in agreement with city staff and SPRC staff recommendation that the requirements of the code and development order are being met.

Mr. Randy Hudak, Zev Cohen & Associates, 300 Interchange Blvd., reviewed the stormwater calculations that were provided to the city and the St. Johns River Water Management District, were included in the board packet on the city website. The packet included details on the two and half to three year mean annual storm, 25-year/24-hour storm and the 100-year/24-hour storm. He continued that the pre-development is compared to the post-development.

Board Questions

Mr. Jorczak inquired about the phase 1 plan infrastructure work, other than putting in the swale, if the grading would all be done at the same time or if the grading would take place in phase 2, and asked if there is any impact if there is a split between land prep phase 1 and phase 2 on the impact of what the water situation is going to be of just having half of the project initially started with the other half taking place later.

Mr. Hudak referenced the development plan and pointed out that all of the stormwater ponds will be constructed within phase 1. When it is time for phase 2, ideally, they will happen at the same time with the same contractor handling. Mr. Hudak continued that if they are split, the stormwater management system is already in place and taken care of in phase 1. The containment of the water is covered in phase 1.

Mr. Jorczak inquired about a plan "b" to correct anything necessary. Mr. Hudak replied that there is a certification process in place that the applicants go through at the end following construction through the city and the St. John's River Water Management District. Mr. Hudak added that there is an inspection period that is ongoing every two years.

Mr. Galloway stated that he walked the property and noticed that Groovers Branch was dug out from the north to the south of the property and was not maintained properly, causing the flow of water over and a watershed over Airport Road. Mr. Galloway mentioned that Groovers Branch was initially dug out in the 1940s and there are now trees and saplings growing though it. He continued that if he lived there that he would be glad that the ponds are being built to capture the watershed from coming over the property. Mr. Galloway asked if Groovers Branch will be left in its

natural state. Mr. Hudak replied that there are over 8.5 acres of ponds that vary in depth to 2' to 5.5'. He added that St. John's River Water Management District would like to leave it as a pristine Florida water. The county maintains a portion of it.

Ms. Shull asked about the outside recreation and if it includes any dry beds or drainage areas. Mr. Watts replied that it is a stand-alone park amenity area and not in any of the dry drainage areas.

Ms. Shull asked for details about the phasing plan and construction entrance. Mr. Watts replied that it is easier to start with the existing roadways and build back into the property so that there will not be future phases that are an expanding extension of the roadway and starting with the connection points through the existing roadways. The construction entrance is said to be on Tymber Creek Road.

Mr. Jorczak asked for confirmation if Tymber Creek Road is going to be four-laned all the way up to Interstate 95. Mr. Watt's replied that the County asked for right-of-way (ROW) based on the future ability for expansion, therefore the ROW was dedicated.

Audience Comments

Ms. Stephanie Olin, 90 Abacus Avenue, Deer Creek, spoke on traffic concerns in the area. She stated that Pathways Elementary is on the south side of Airport Road directly across from Leeway Trail and the normal school hours are 9:50 a.m. to 2:30 p.m. and during arrival and dismissal, the traffic flow on Airport Road in both directions is backed up. From Tymber Creek, there is a short turn lane to turn into the school where only a few vehicles can fit. She continued that the cars stretch out to Tymber Creek. Ms. Olin stated that in the afternoon it is worse as parents arrive 30 minutes to one hour early where they are at a standstill in the street. She added that a few of the cars coming from the east can turn into the school but that the remainder of cars have no where to go so they park on the street, curb or grass until the gate opens. Ms. Olin stated that across the street on Leeway Trail is where some parents park and is becoming an issue as there are no parking signs along the east side of the road. She explained that they still pull in and park, get out and go to the corner where the sidewalk is, cross over Leeway Trail, walk to the correct corner where the crossing guard is and cross Airport Road to get to the school. Ms. Olin commented that even with a new sidewalk, they will still have to cross Airport Road to get to school.

Ms. Olin expressed her concern with the traffic on Leeway Trail and on both sides of Airport Road going into the school. Ms. Olin shared pictures with the Planning Board of the traffic. She added that the parking for the school is not adequate and the matters should be cleared up allowing another 129 houses to be built and then deal with their families and kids. Ms. Olin expressed that it is not only Airport Road that is of concern but also where the entrance to Tattersall will be in the school zone. She expressed further concern with the area where cars come out of the school and cannot cross over to head east on Airport Road and commented that the entrance on Tymber Creek can be used but that there are a lot of cars on Tymber Creek Road as well as at the corner on Granada Boulevard.

Mr. David Juhl, 2040 Toni Street, stated that he lives across the street from where Mr. Spraker pointed out where the water problems are at on Airport Road. Mr. Juhl referenced a previous proposed project known as Marshside that was denied due to concerns with the lot sizes, water, and traffic. Mr. Juhl disagreed that the water

problem is solved. He commented on the decreased lot sizes and 20 fewer homes than the previous proposal. He expressed his concern with traffic and disagrees with the traffic studies, asking if the studies were done prior to the 1500 new homes in Flagler County. Mr. Juhl stated that the Board and City and Commission were not all wrong in denying it. He added that he spoke with Mr. Troy Kent and that he said that there have been no plans to change the traffic. Mr. Juhl said that nothing has been done to the traffic and that the only change is that they are getting a lot of new neighbors by the thousands.

Mr. Juhl stated he spent two hours on the phone with the Army Corp of Engineers of Cocoa Beach and St. John's River Water Management District (SJRWMD) in Jacksonville regarding Groovers Branch. He said that he found out that the Army Corp of Engineers is no longer responsible and that the smaller tributaries have been turned over to SJRWMD. Mr. Juhl inquired if anybody in the room could advise him who is responsible for taking care of Groovers Creek. He added that one neighbor put over 100 triaxle dump truck loads of fill into Groovers Creek to extend his lot. Mr. Juhl stated that he was told that the property owners along Groovers Creek should take care of their own property in front of their homes. He commented that it is against the law if it is controlled by the State or the County and cannot dig up and cut down trees because they are in front of your house. He added that a city attorney at a previous meeting advised that someone in the Maintenance Department at the County may be able to help him with his concern with flooding that he had in his garage. Mr. Juhl concluded that the project is wrong to put in at this time with more research and work required. He stated that an engineering company was referencing the formulas that they use, referencing a 4" pipe to disperse 9.6 gallons of water per minute from their ponds to get water off property and how it will take a long time for 84 acres.

Mr. John Carney, 291 Tracy Street, stated that he does not see access to any environmental impact statements presented by the Planning Board or developers. He referenced in 10-12 years down the road when there is a four-lane highway, the fire department, Airport Road, a school crossing, the school children going back and forth, how many will get injured and die before deciding to widen the highway before somebody gets hurt. With one wrongful death suit, he says that it might have been economically cheaper to widen the road and resolve the issue. Mr. Carney stated that he lives next door to Mr. Juhl and referenced the aforementioned water overflow on Airport Road and stated that he is below the floodplain. He continued that when water floods Mr. Juhl's place that it also floods his place and that his septic system does not work. Mr. Carney asked if this project floods them and contaminates his well, who he should go to in order to get satisfaction. Mr. Carney referenced chapter 553, section 84 of the Florida Law where it specifies that there is a civil action that can be filed and brought against all of those involved in the entity. Mr. Carney warned that if he gets flooded and his septic system is not usable that everyone will be in a lawsuit.

Applicant's Response

Mr. Watts responded to the public comments. He concurred that the Volusia County School Board would be better to manage the school traffic and school parking concerns. The code requires for the applicant, property owner and representatives to go through the concurrency process that is established under the Transportation Planning Organization guidelines and as a result the proportionate fair share payment in the agreement has been approved by the City and the County, in addition to the road improvements and the right-of-way (ROW) dedication. Mr. Watts referenced

the traffic technical requirements for the subdivision process and stated that they have been met. He responded to the stormwater concerns and added that they have spoken with Mr. Juhl and understand the concerns. Mr. Watts referenced the Groovers Branch maintenance concerns and stated that palm trees will be cleaned out for the portion that is on the property. Beyond that is a County issue. If there are issues and things are getting plugged up, individual property owners may be able to go in and clean out the portion adjacent to them.

Board Discussion

Chairman Thomas asked if any Board members have any questions.

Mr. Jorczak asked if there is anything that the City could do with the land that was owned by the City to help with traffic and parking. Mr. Jorczak reviewed the history of dealing with traffic in this area, particularly with the school, including construction in Flagler County. Mr. Spraker stated that the School Board has a responsibility to manage their traffic and that they own property west of Pathways Elementary. There is no City capital project to resolve the parking pressures for the School Board. Mr. Jorczak expressed frustration regarding not being able to resolve the traffic and parking issues.

Attorney Hayes sought to re-focus the Planning Board and stated that the project has an approved development order. In terms of the traffic, there is an existing proportionate fair share agreement in place. Attorney Hayes stated that the role tonight of the Planning Board is to review the Preliminary Plat in compliance with the PRD development order. The other discussions are good, but the decision of this agenda item is solely the consistency of the Preliminary Plat.

Mr. Jorczak stated he understood and appreciated the Board's role. However, this issue has existed and is not being resolved and citizens are seeking a solution. He stated that he understood that one cannot prevent development because of property rights. Mr. Jorczak stated that this project has been to the Board a number of times and it is a far better project than when it started. He concluded that the Board has to use what levers are available to mitigate development impacts, including traffic, even if it is not germane to this application.

Chairman Thomas asked for an aerial of the City property to the north and verified that the property is undeveloped. Mr. Spraker confirmed that there was a water tower on the property.

Mr. Galloway emphasized the importance of the individuals who spoke to apply pressure to Volusia County Schools. He added that if the schools were not there he did not believe that there would be a traffic problem. Mr. Galloway restated that Volusia County Schools would be appropriate entity to resolve the traffic problem and that they own vacant land to the north to address the issue. He referenced that Tomoka Elementary is being redesigned. Mr. Galloway stated that he is familiar with the area and the 30 no parking signs on Leeway Trail.

Chairman Thomas allowed an additional speaker.

Audience Comments

Marty, 55 Abacus Avenue, stated that they cannot get out of their development because people are parking there. Marty stated that they called the School Board and that there is nothing that can be done and how it is in the hands of the township, Ormond Beach.

Mr. Galloway stated that the Volusia County Schools owns the land to the north. It was clarified that Volusia County Schools owns the land to the west of Pathways Elementary.

Marty asked how close the entrance of the proposed subdivision is to Pathways Elementary. Mr. Spraker responded that there is a City property in between and is at least 300' away.

According to Volusia County Schools, that they have gone to the School Board and there is nothing that they can do. Chairman Thomas disagreed and stated that they own additional land that could help solve the traffic and parking issues associated with the school drop-off and pick-up. Chairman Thomas encouraged residents to apply pressure to Volusia County Schools. Marty stated that the Planning Board represents the residents and asked why they cannot go to the School Board. Chairman Thomas stated that their function is to review applications in compliance with the Land Development Code (LDC).

Attorney Hayes reminded the Board that under state law, the School Board is in charge of its own development. He continued that Volusia County Schools has a non-voting ad hoc seat on each municipalities Planning Board. The Volusia County Schools control the traffic that they generate. Attorney Hayes restated that this application has an approved development order and the sole function of the Board is the review of the Preliminary Plat and if it meets the technical requirements of the Land Development Code (LDC) and approved development order. The other issues are still issues, but that is not the focus of this application.

Chairman Thomas asked if there was any other discussion.

Board motion

Mr. Scudiero motioned to approve PP 2023-041, Tattersall, Phase 1 subdivision, Preliminary Plat. Mr. Jorczak seconded it.

Ms. Shull stated she was not happy with Groovers Creek and the water flow. Chairman Thomas expressed concern with traffic but understands that the project has been approved and has property rights.

Vote was called, and the motion was approved (6-1), with Ms. Shull in opposition.

Attorney Hayes reviewed the parameters and guardrails of applications. If a Board member does not believe an applicant has met the technical requirements of the Land Development Code (LDC), an application can be denied. The denial needs to be based on empirical data which is a narrower task after a development order has been issued. A plat does not allow all the issues associated with a development order to be re-opened. Attorney Hayes stated that these are important, but the plat has a narrower focus. He continued that many growth management tools have been taken away by the Florida Legislature and that you can only work within the parameters that are established.

Chairman Thomas thanked Attorney Hayes for the guidance.

B. PP 2024-007, Fountain View, Phase 1C subdivision, Preliminary Plat

Mr. Steven Spraker, Planning Director, explained the application from Plantation Oaks of Ormond Beach, LLC., for a preliminary plat for 141 single-family lots on 90.33 acres for the Fountain View, Phase 1C subdivision. He stated that the streets

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 8.E

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2024-76
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	1670 North U.S. Highway 1, WaWa Signage, Special Exception		
Summary:	This is a request by Joey Posey, Storch Law Firm, for a Special Exception to allow for two (2) electronic changeable copy signs for retail prices of gasoline and alternative signage standards. The subject property is located at 1670 North U.S. Highway 1 and is in the B-7, Highway Tourist Commercial zoning district. The subject property is lot 2 within the proposed Ormond Gateway commercial subdivision and obtained preliminary plat approval with Resolution 2023-83. The proposed end user of lot 2 will be a WaWa convenience store with gasoline sales. The company has submitted an early review of the proposed building and also wants to explore signage options before submitting a formal set of plans. The application pertains to three items: 1) two electronic changeable copy signs for retail prices of gasoline, 2) approximately 3.74 additional square feet for the monument signage, and 3) two spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet. The request for the electronic changeable copy signs and alternative is specifically allowed by the Land Development Code through a special exception process. The Planning Board reviewed the Special Exception on March 14, 2024 and recommended approval by a 5-1 vote. The Board member voting against the application stated he sees an inconsistency in how the electronic changeable copy ordinance was written and believes other businesses should have the opportunity to utilize these types of signs. There were no individuals who spoke for or against the application.		

Financial Impact:	There is no financial impact associated with the WaWa electronic changeable copy and alternative signage Special Exception application.
Citizen Impact:	The area of the proposed WaWa convenience store with gasoline sales is commercial and is located in close proximity to the US1/I-95 interchange. The use is a conditional use in the zoning district and the requested signage is allowed through the Special Exception process. No citizen impact is anticipated as a result of the special exception application.
Recommended Action (Staff, Advisory Board and/or Other):	The Planning Board recommends **APPROVAL** (5-1) of the Special Exception for: **1)** two (2) electronic changeable copy signs for retail prices of gasoline, **2)** approximately 3.74 additional square feet for the monument signage, and **3)** two (2) spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet at 1670 North U.S. Highway 1 for the proposed WaWa convenience store located in lot 2 of the proposed Ormond Gateway Subdivision.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-76 WaWa Signage SE DO (P24-0047G) 2. WaWa Signage SE 3. Exhibit A, 1670 North U.S. Highway 1- legal description, V2 4. Exhibit B, WaWa Signage 5. Exhibit C, Conditions 6. 03.14.2024 WaWa SE Signage PB Staff Report (8.5X11) 7. 03.14.2024, DRAFT Planning Board minutes, WaWa, ECC
Approval:	Kelly McGuire, Finance Director 4/3/2024 Claire Whitley, Assistant City Manager 4/23/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-76

A RESOLUTION AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A SPECIAL EXCEPTION REGARDING THE "WAWA STORE #5437" TO BE LOCATED AT 1670 NORTH U.S. HIGHWAY 1, WITHIN THE B-7, HIGHWAY TOURIST COMMERCIAL ZONING DISTRICT, TO ALLOW: TWO ELECTRONIC CHANGEABLE COPY SIGNS FOR THE RETAIL PRICES OF GASOLINE, AN ADDITIONAL 3.74 SQUARE FEET OF MONUMENT SIGNAGE, AND TWO CANOPY SPANNER SIGNS TOTALING APPROXIMATELY 12.08 SQUARE FEET; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Destination Interchange, LLC, a Florida Limited Liability Company, (the "Applicant"), has applied for the issuance of a Development Order for a Special Exception to allow electronic changeable copy signage for the retail prices of gasoline, an additional 3.74 square feet of monument signage, and two canopy spanner signs totaling approximately 12.08 square feet, at the WaWa Store #5437, to be located at 1670 North U.S. Highway 1, within the B-7, Highway Tourist Commercial zoning district, and

WHEREAS, Section 3-47(G) of the City of Ormond Beach *Land Development Code* ("*Land Development Code*") regulates and contains conditions for electronic changeable copy signs, and

WHEREAS, Section 3-47(A) of the *Land Development Code* allows for alternative signage standards for business premises signs through a Special Exception process, and

WHEREAS, Section 3-48(B) of the *Land Development Code* allows for alternative signage standards for ingress and egress and address signs for public safety and traffic circulation through a Special Exception process, and

WHEREAS, the said application is in compliance with all applicable provisions of the City of Ormond Beach *Land Development Code* and the general laws of Florida, and

WHEREAS the Planning Board held a public hearing on March 14, 2024, 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;

(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 proposed 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-7, Highway Tourist Commercial zoning district, or adversely affect the public health, safety, welfare or quality of life;

(2) The proposed use is consistent with the *Comprehensive Plan*;

(3) The proposed 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 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 use is functional in the use of space and aesthetically acceptable;

(8) The proposed use 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 RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The above recitals are true and correct and are incorporated by reference.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute and issue a Development Order for a Special Exception to allow electronic changeable copy signage for the retail prices of gasoline, an additional 3.74 square feet of monument signage, and two canopy spanner signs totaling approximately 12.08 square feet, at the WaWa Store #5437, to be located at 1670 North U.S. Highway 1, within the B-7, Highway Tourist 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 original 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 7th day of May, 2024.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	Destination Interchange, LLC, a Florida Limited Liability Company
	Application No.	PZ-2024-005
	Project Name:	"WaWa store #5437"
	Property Address:	1670 North U.S. Highway 1
	Parcel ID No.:	3126-00-00-0170, 3136-01-65-0010 and 3136-01-66-0070

SPECIAL EXCEPTION
DEVELOPMENT ORDER

This matter having come on for public hearing before the City Commission of the City of Ormond Beach, Florida, on May 7, 2024, and the City Commission having considered those items as required by Chapter 1, Article II, 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 proposed 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-7, Highway Tourist Commercial zoning district, or adversely affect the public health, safety, welfare or quality of life;

2. The proposed use is consistent with the *Comprehensive Plan*;

3. The proposed 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 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 use is functional in the use of space and aesthetically acceptable;

8. The proposed use 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 Destination Interchange, LLC, a Florida Limited Liability Company, (the "Applicant"), for a Special Exception to allow electronic changeable copy signs for the retail prices of gasoline, an additional 3.74 square feet of monument signage, and two (2) canopy spanner signage totaling approximately 12.08 square feet at the WaWa Store #5437, to be located at 1670 North U.S. Highway 1, within the B-7, Highway Tourist 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. There are no outstanding Site Plan Review Committee comments;

3. Full and complete compliance with the Electronic Changeable Copy Signage Conditions described in Exhibit "C";

B. The final plans for the location of the electronic changeable copy signage for the retail prices of gasoline, shall be consistent with all of the conditions listed in Paragraph A

hereof, and the plans displayed in Exhibit "B" 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. 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.

E. 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(3)(c) of the *Land Development Code* have been meet.

F. This Special Exception Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of Destination Interchange, LLC, a Florida Limited Liability Company, 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.: 3126-00-00-0170, 3136-01-65-0010, and 3136-01-66-0070)

ORDERED this 7th day of May, 2024.

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"

Ormond Gateway Legal Description

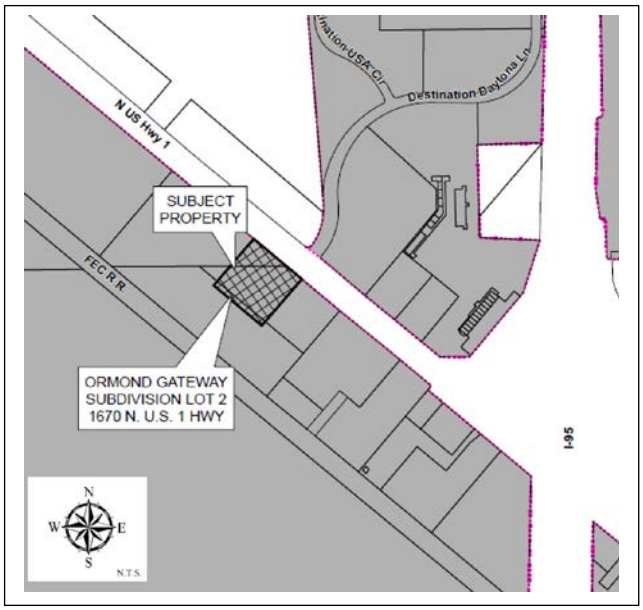
LEGAL DESCRIPTION:

LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250–252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT–OF–WAY; THENCE N49°45'10"W, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

***Note: The WaWa is proposed lot 2 of the proposed Ormond Gateway subdivision**

LOCATION MAP

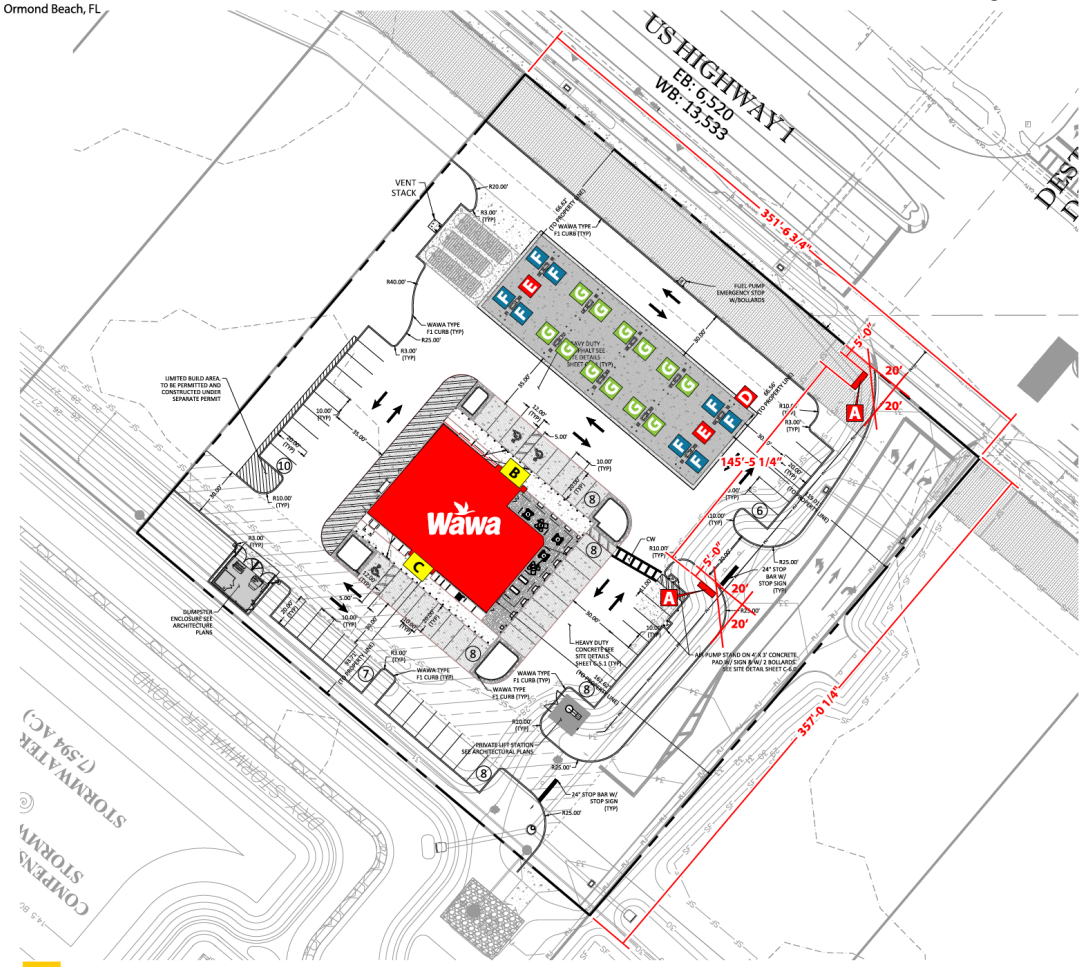


PARCEL ID:	3126-00-00-0170, 3136-01-65-0010 AND 3136-01-66-0070
OWNER:	DESTINATION INTERCHANGE
APPLICANT:	DESTINATION INTERCHANGE
SPECIAL EXCEPTION ADDRESS:	1670 NORTH U.S. HIGHWAY 1, ORMOND BEACH, FL 32174

EXHIBIT "B"
Page 1 of 4

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54



Site Plan with signage location

SCALE: 1:720

LEGEND

A) CUSTOM MONUMENT SIGN @8' OAH 49.87⎅) QTY:2
REQUIRES SPECIAL EXCEPTION

B) 38" CHANNEL LETTERS & GOOSE LOGO (43.74⎅)
FRONT ELEVATION

C) 31" CHANNEL LETTERS & GOOSE LOGO (34.03⎅)
REAR ELEVATION

D) GAS CANOPY SIGN (9.02⎅)

E) CANOPY SPANNERS (6.04⎅) QTY: 2

F) PUMP INDICATORS 4+1 QTY: 8

G) PUMP INDICATORS 3+1+1 QTY:12

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
09.29.23 MBV- Added dim between ground signs
NH 1.11.24 - Removed 2 wall signs

Underwriters Laboratories, Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48
THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

3M™ MCS™ Warranty

Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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Page	Sheet
2	2 of 8

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Fax: 727-573-0328

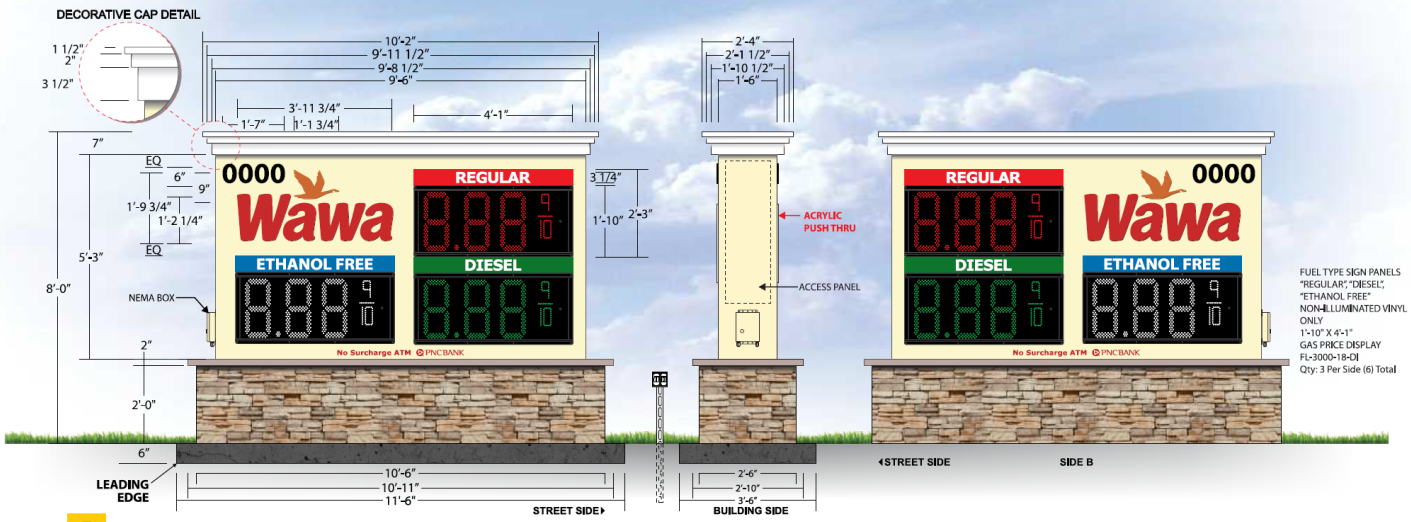
WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54

Color Reference

- 3M 3630-33 RED (LETTER FACES)
- 3M 7725-13 TOMATO RED (EMC BORDER & SURCHARGE NOTICE)
- 3M 7725-46 KELLY GREEN (EMC BORDER)
- 3M 7725-57 OLYMPIC BLUE (EMC BORDER)
- 3M 7725-10 WHITE (FUEL GRADES)
- 3M 3630-129 TRANS BRONZE
- PAINT TO MATCH PMS 7401C WITH SATIN FINISH (PYLON STRUCTURE)
- WHITE PAINT WITH SATIN FINISH (DECORATIVE CAP AND TRIM)
- LIMESTONE CAP BY OTHERS
- STONE BASE BY OTHERS
- BLACK PAINT

[No Title]



FUEL TYPE SIGN PANELS
"REGULAR", "DIESEL",
"ETHANOL FREE"
NON-ILLUMINATED VINYL
ONLY
1'-10" X 4'-1"
GAS PRICE DISPLAY
FL-3000-18-DI
Qty: 3 Per Side (6) Total

A **18" / 3 PRODUCT**
CUSTOM M-50 D/F ILLUMINATED MONUMENT SIGN (49.87 SQ. FT.)
EMC: 1'10" x 4'1" = 7.48 x 3 = 22.44
+ 49.87
.449% of total sign area

Scale: 3/8"=1'-0"

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5437
Design Number:
99290
Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL
Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
09.29.23 MBV- Updated design
NH 1.11.24 - Resized Logo & Added Address

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3M™ MCS™ Warranty

Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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3	3 of 8

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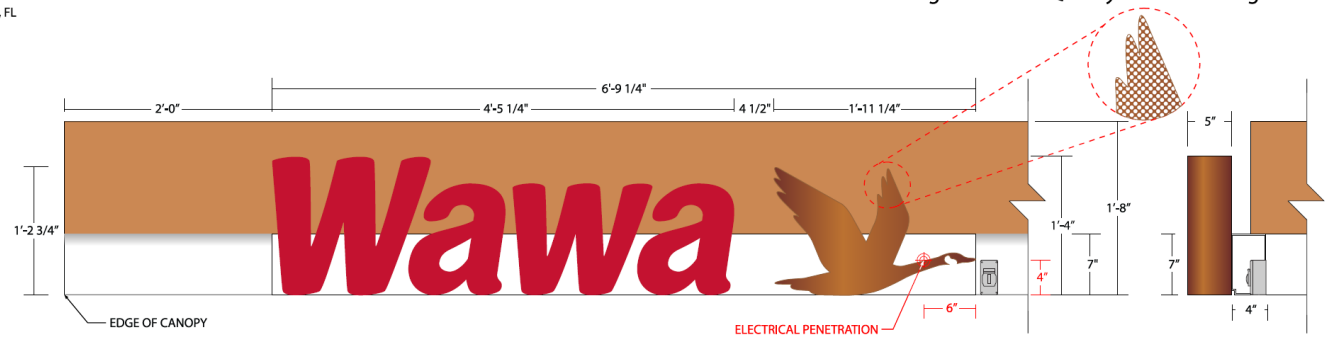
EXHIBIT "B"
Page 3 of 4

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54

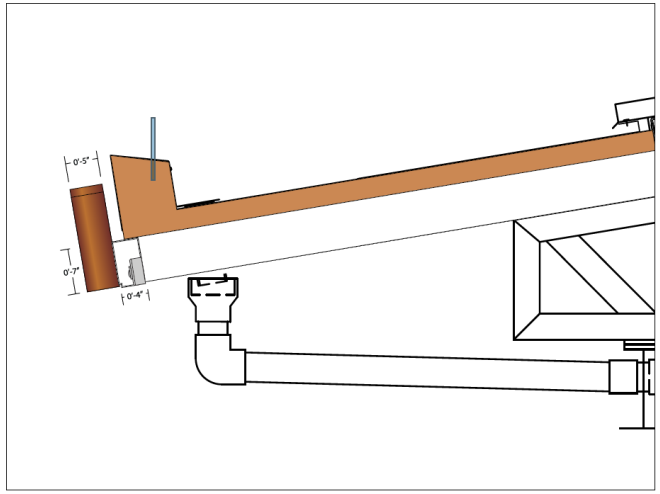


D 5" Deep Front Lit LED Illuminated Letters & Logo (on 4" x 7" Extruded Raceway) - **Left Side**

SCALE: 1" = 1'-0"
SQ FT: 9.02'

Color Reference

- RED JEWELITE
- .187" #2793 RED FLAT ACRYLIC FACES FOR LETTERS
- 3M 7725-46 KELLY GREEN (EMC BORDER)
- AKZO NOBEL WHITE RACEWAY



Self-Contained Flush Mount Canopy Sign (Side View)

Scale: 3/4" = 1'-0"

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
NH 1.11.24 - Made sign 2' from the edge.

Underwriters Laboratories, Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48

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3M™ MCS™ Warranty

Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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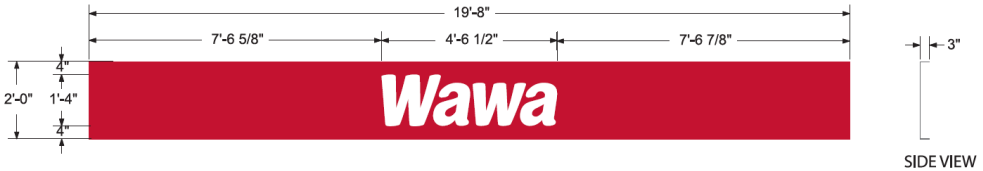
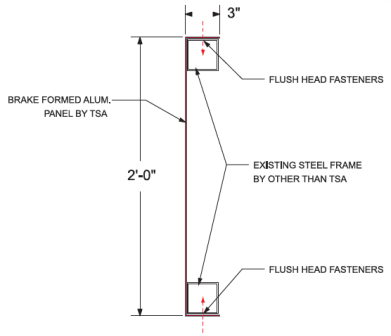
Fax: 727-573-0328

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54



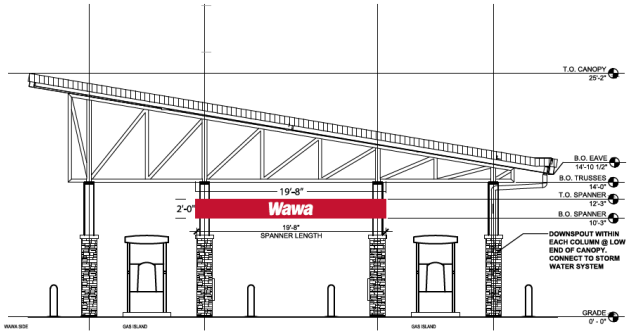
E D/F Brake Formed Aluminum Gas Pump Canopy Spanner Panel - **DOUBLE PUMP-QTY: 2**
COPY AREA = 6.04 SF
SCALE: 3/8" = 1'-0"



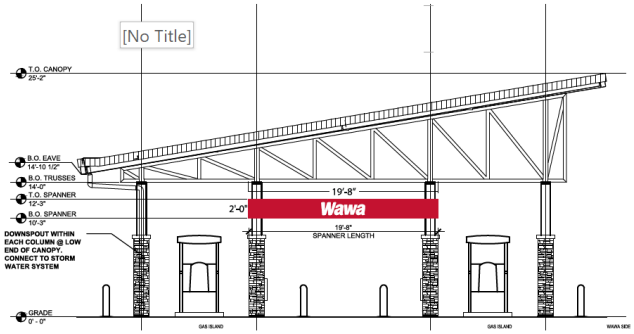
Mounting Detail

Color Reference

AKZO NOBEL TO MATCH PMS 187C GLOSS FINISH
3M 7725-10 WHITE



Pump Elevation View- EAST
SCALE: 3/32" = 1'-0"



Pump Elevation View- WEST
SCALE: 3/32" = 1'-0"

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5437
Design Number:
99290
Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL
Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
X

3M™ MCS™ Warranty

Approval:
☐ Approved
DATE:
☐ Approved as noted
DATE:
☐ Revise & Re-Submit
DATE:

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Page	Sheet
7	7 of 8

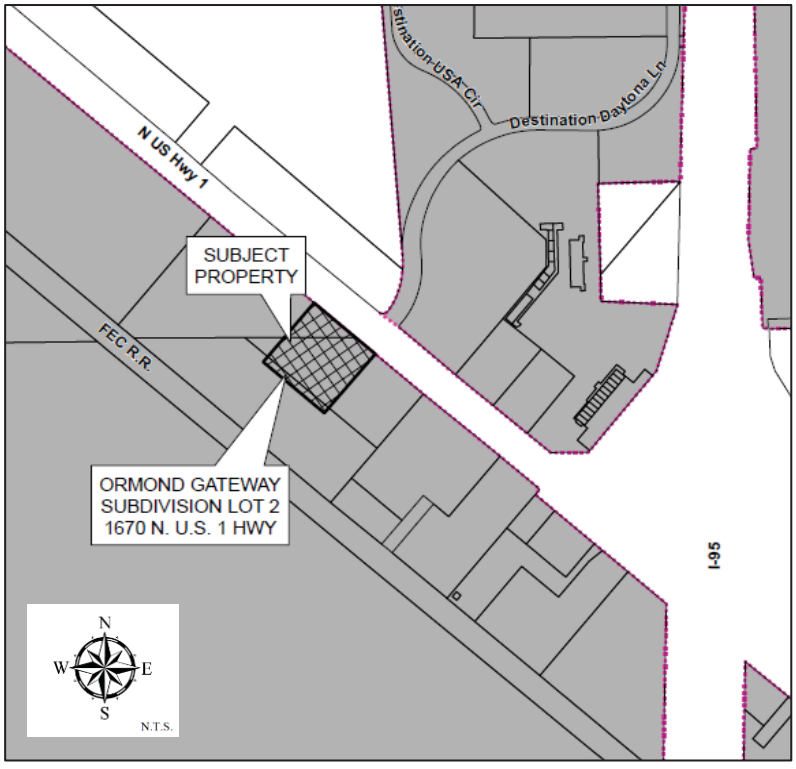
Local: 727-573-7757
Fax: 727-573-0328

EXHIBIT "C"

Electronic Changeable Copy Signage Conditions

1. The electronic changeable copy signage display screen must be integral to the design of the sign structure and shall not be the dominant element. The display area for the electronic changeable copy signage shall not exceed 60% of the proposed total sign area;
2. The pixel spacing of the electronic changeable copy signage display screen shall be 20 millimeters or less;
3. The display feature of an electronic changeable copy sign shall not change more rapidly than once every minute; except that the electronic display feature for gas stations shall not change more than once in every six continuance hour period;
4. The electronic changeable copy sign display shall consist of text and static images only. The display shall not appear to flash, undulate, pulse, scroll, or portray explosions, fireworks, flashes of light, or blinking or chasing lights; the display shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist or otherwise portray movement or animation as it comes onto, is displayed on, or leaves the sign board;
5. The electronic changeable copy sign display shall have a one-color background with only the message image lit in a one-color or multi-color copy;
6. All electronic changeable copy signs shall have installed ambient light monitors to automatically adjust the brightness level of the electronic changeable copy sign based on ambient light conditions;
7. Electronic changeable copy sign permit applications must include a copy of the manufacturer's operating manual, which includes the manufacturer's recommended standards for display operations; and
8. Electronic changeable copy sign permit applications must also include a certificate from the owner or operator of the sign stating that the sign shall at all times be operated in accordance with the adopted Ormond Beach Land Development Code and Code of Ordinances and that the owner or operator shall provide proof of such conformance upon request of the City.

PLANNING BOARD
STAFF REPORT
1670 North U.S. Highway 1, Special Exception
Project Number: PZ-2024-005

PLANNING BOARD DATE:	March 14, 2024
TENTATIVE CITY COMMISSION DATE:	April 16, 2024 (only one hearing)
APPLICANT:	Joey Posey, PA, Storch Law Firm on behalf of the property owner Destination Interchange, LLC
LOCATION:	1670 North U.S. Highway 1
REQUEST:	Special Exception to allow two (2) electronic changeable copy monument signs for the retail prices of gasoline and alternative signage standards at the proposed WaWa convenience store.
SITE PLAN REVIEW COMMITTEE RECOMMENDATION:	Approval
STAFF CONTACT:	Sarah Cushing, Senior Planner
MAP OF PROJECT AREA:	

SECTION 1, INTRODUCTION:

This is a request by Joey Posey, Storch Law Firm, for a Special Exception to allow for two (2) electronic changeable copy signs for retail prices of gasoline and alternative signage standards. The subject property is located at 1670 North U.S. Highway 1 and is in the B-7, Highway Tourist Commercial zoning district.

SECTION 2, BACKGROUND:

The subject property is lot 2 within the proposed Ormond Gateway commercial subdivision as shown on EXHIBIT 2 below. The Ormond Gateway subdivision received an approved preliminary plat through Resolution 2023-83. The property owners of the subdivision are currently working out the final Site Plan Review Committee (SPRC) comments before submitting the final plat application.

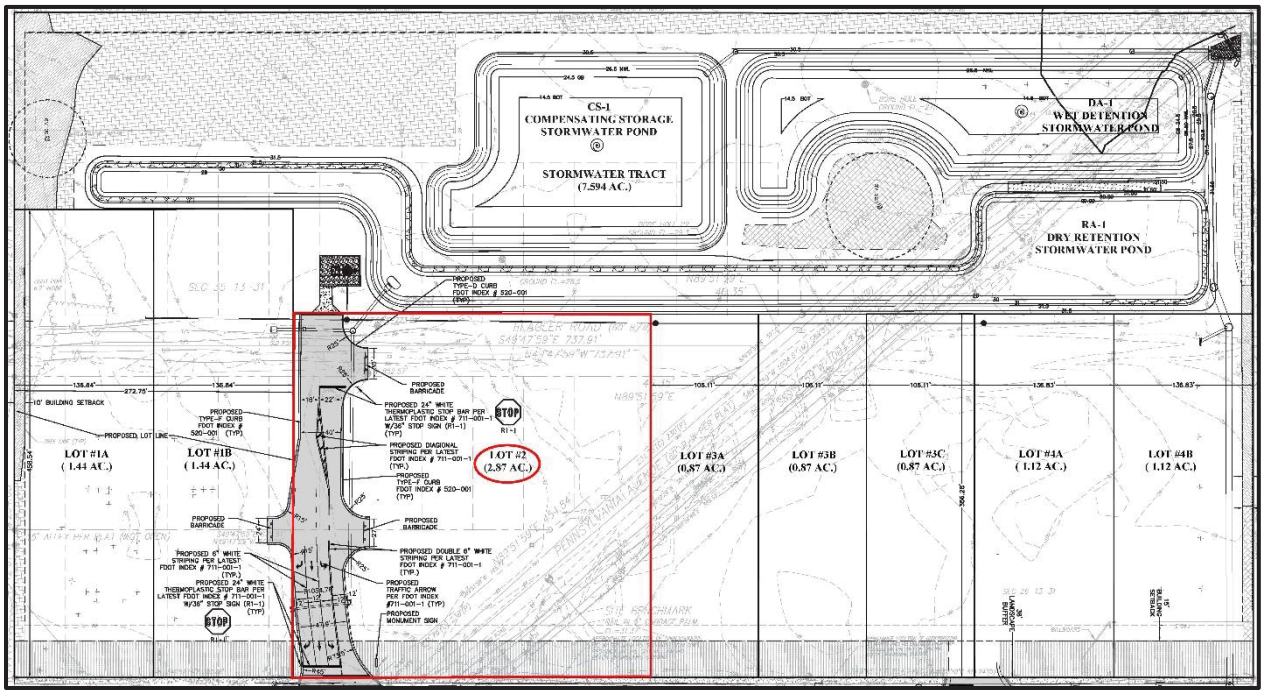
This application applies only to lot 2 of the subdivision and does not apply to any other lots within the Ormond Gateway commercial subdivision. The proposed end user of lot 2 will be a WaWa convenience store with gasoline sales. The business has submitted an early review of the proposed building and also wants to explore signage options before submitting a formal set of plans. The application pertains to three items **1)** two (2) electronic changeable copy signs for retail prices of gasoline, **2)** approximately 3.74 additional square feet for the monument signage, and **3)** two (2) spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet.

SECTION 3, ANALYSIS: The subject property is designated as “Tourist Commercial” and “Low Intensity Commercial” on the City’s Future Land Use Map (FLUM), and is classified as B-7 (Highway Tourist Commercial) on the City’s Official Zoning Map. The following table shows the surrounding land uses and zoning:

EXHIBIT 1: Adjacent land uses and zoning:

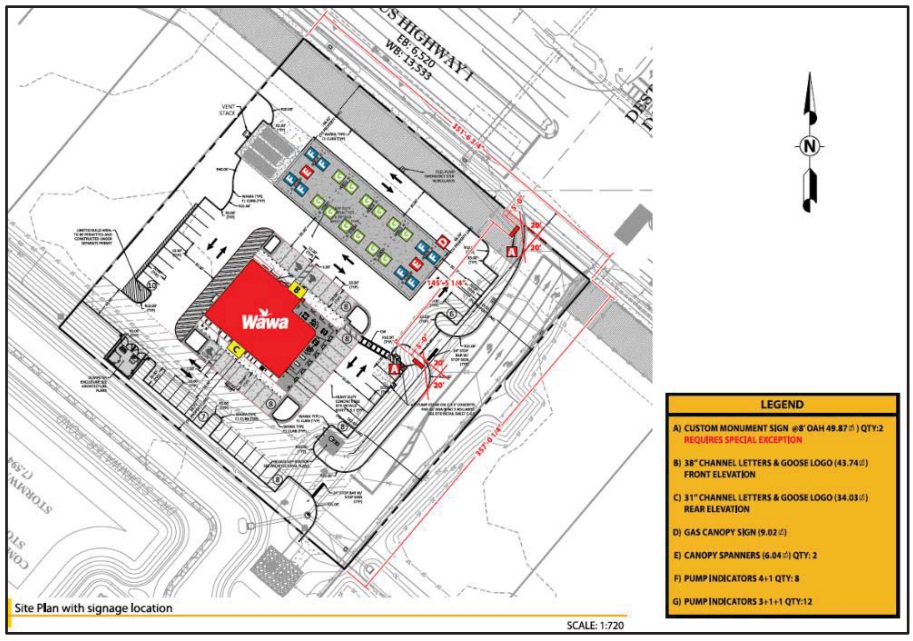
Direction	Uses	Land Use designation	Zoning designation
North	Vacant land part of Ormond Gateway MPUD	“Tourist Commercial”	B-7 (Highway Tourist Commercial)
South	AA Accurate Truck and Tire Repair	“Tourist Commercial” and “Low Intensity Commercial”	B-7 (Highway Tourist Commercial
East	Vacant land and Destination Daytona PBD	“Low Intensity Commercial”	B-7 (Highway Tourist Commercial and PBD (Planned Business Development)
West	Florida East Coast Railway and vacant portion of Ormond Gateway MPUD	“Activity Center”	PMUD (Planned Mixed Use Development)

EXHIBIT 2: Lot 2 of the proposed Ormond Gateway Subdivision:



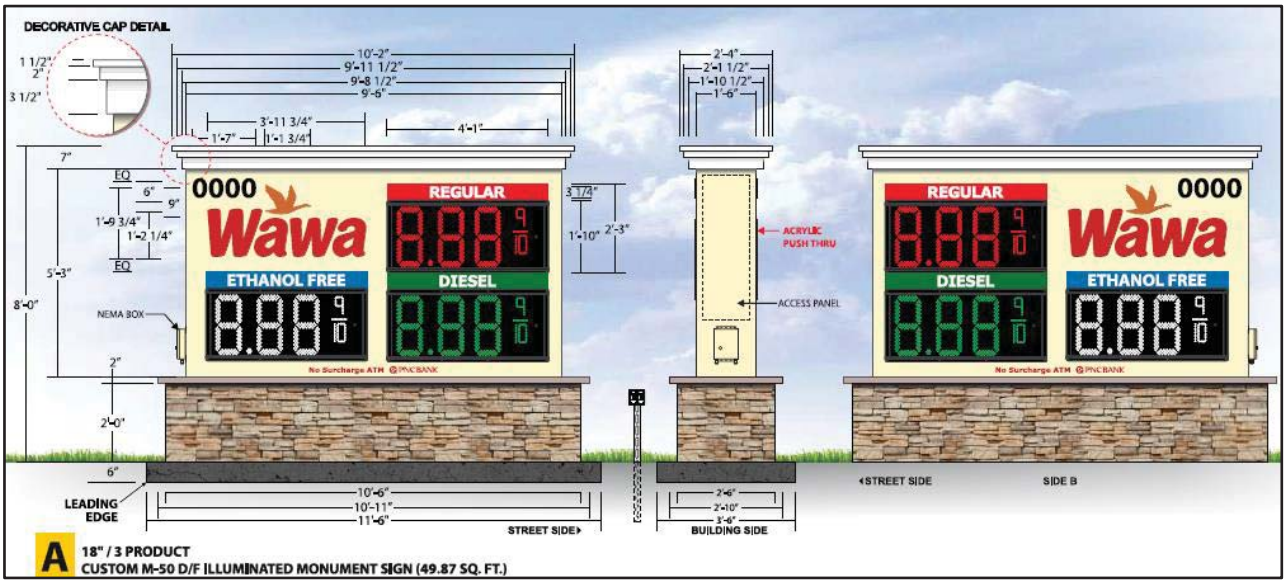
The Special Exception application pertains to three items **1)** two (2) electronic changeable copy signs for retail prices of gasoline, **2)** approximately 3.74 additional square feet for the monument signage, and **3)** two (2) spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet. EXHIBIT 3 below shows the site plan that identifies the different signs and their location. The monument signs are depicted as signs “A”, and the spanner signs are depicted as signs “E”. EXHIBIT 4 shows the proposed electronic changeable copy signage for retail prices of gasoline and EXHIBIT 5 shows the proposed spanner signs.

EXHIBIT 3: Site plan showing the different signage proposed:



Item 1: two (2) electronic changeable copy signs for retail prices of gasoline

EXHIBIT 4: Electronic changeable copy signage for retail prices of gasoline:



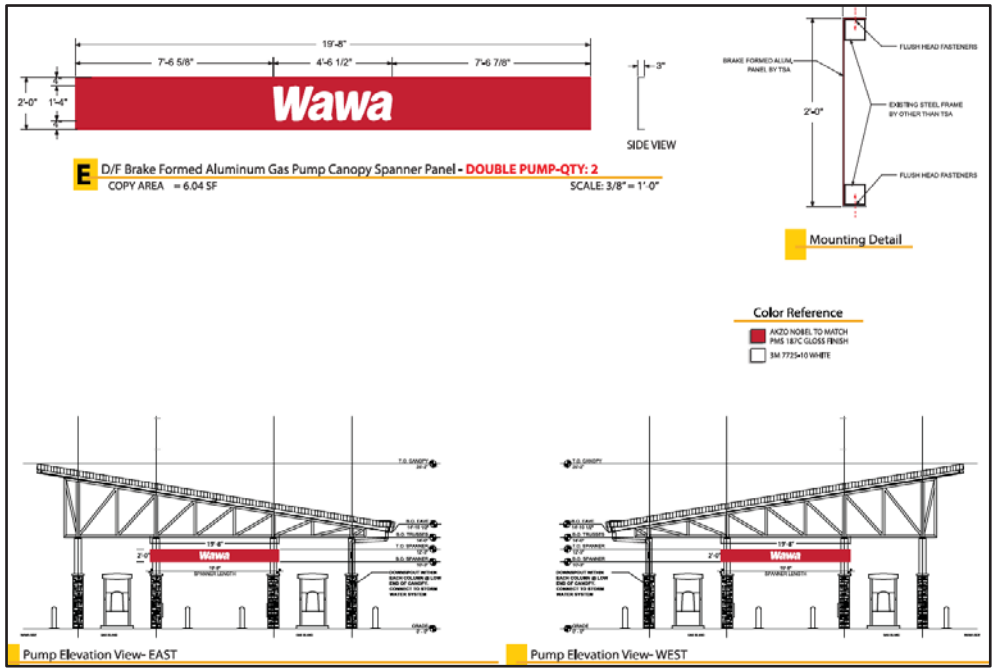
Section 3-47(G) of the Land Development Code regulates electronic changeable copy signs and states, “an electronic changeable copy sign for the sole purpose of displaying retail prices of gasoline may be approved by special exception where such electronic display feature will be clearly visible and legible to drivers of approaching motor vehicles from a vantage point of any lane of traffic in either direction on a roadway abutting the gas station premises, consistent with section 553.79(20)(a)(2), Florida Statute.” One condition is that the electronic changeable copy area of the sign cannot exceed 60 percent of the total copy area. The electronic changeable copy area on the proposed monument signs will be approximately 45 percent of the copy area and meets this requirement. The applicant has stated in their application that all of the operational requirements for electronic changeable copy signage from the Land Development Code standards would be met. Staff has no objections to these requests based on the proposed application and the accepting of the signage operational standards.

Item 2: Approximately 3.74 additional square feet for the monument signage

The project has a maximum size allowance of 96 square feet combined for the two (2) monument signs. The proposed monument signs will each be approximately 49.87 square feet which comes to a total of 99.74 square feet. This number is slightly above the allowed 96 square feet and the applicant has requested a waiver for this 3.74 square-foot difference as part of the Special Exception application. Section 3-47(A) of the Land Development Code states, “Alternative signage may be approved by the city commission through planned developments and special exceptions”. This section would be applicable to the 3.74 square-foot additional signage sought for the monument signage. Staff has no objection to the 3.74 square feet of additional monument signage requested.

Item 3: two (2) spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet

EXHIBIT 5: Proposed Spanner Signs on gas canopy:



Spanner signs are not a defined sign within the City's Land Development Code and has been incorporated into the Special Exception request to allow them. The project proposes to allow two spanner signs each of 6.04 square feet totaling 12.08 square feet. The canopy shown on the site plan is 163' in width. Based on the building sign regulations, the canopy is allowed to have two (2) signs with a maximum square footage of 144.75 square feet. Section 3-48(B) of the Land Development Code states, "Alternative business premise identification signage may be approved by the city commission through planned developments and special exceptions". Staff has no objections to this request and views the request as a reduction of allowed canopy signage.

SECTION 4, 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 business has submitted an early review of the proposed building and also wants to explore signage options before submitting a formal set of plans. The proposed Special Exception would not have an impact to the overall provision of required parking. The location of the site sign for the electronic changeable copy monument signage for retail prices of gasoline and proposed spanner signs are shown in Attachment 2, applicant submitted information.

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 proposed Special Exception request shall not impact the site buffers or landscaping. Prior to development of the site, an approved landscaping plan will be required by the Site Plan Review Committee whether or not the applicant obtains approval for electronic changeable copy signage for retail prices of gasoline.

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.***

This is a Special Exception to allow an electronic changeable copy signage for retail prices of gasoline. The Special Exception is based on Section 553.79(20) of the Florida Statutes that provides preferential treatment to certain corporate entities, specifically gasoline companies, regarding the display of communicative content in accordance with their corporate branding.

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 would not require any hours of operation restrictions and the site is located along a commercial corridor. The purpose of the electronic changeable copy signage for retail prices of gasoline is to be clearly visible and legible to motorists. The increase of the monument size allowances and addition of the two spanner signs have been included with this request.

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.***

This Special Exception 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 project is not located within, or adjacent to, a historic district and this criterion does not apply to the project development.

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.***

A site lighting plan is not proposed for this request and the application is solely for the electronic changeable copy signage for retail prices of gasoline and alternative signage standards. Site lighting would be approved by the Site Plan Review Committee.

SECTION 5, DEVELOPMENT ORDER CRITERIA:

Section 1-15(e) (Planning Board) and Section 1-18 (e)(2) (City Commission) of the Land Development Code provide development order criteria for Special Exception applications. Below is the criterion in bold with staff's responses.

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 development conforms to the standards and requirements of the Land Development Code. The proposed use will not create undue crowding or adversely affect the public health.

2. **The proposed development is consistent with the Comprehensive Plan.**

   The site has a Future Land Use designation of "Tourist Commercial" and "Low Intensity Commercial", which is consistent with the proposed use. 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 proposed Special Exception application is for electronic changeable copy signage for retail prices of gasoline and alternative signage standards which will not adversely impact environmentally sensitive lands or natural resources.

4. **The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.**

   The proposed Special Exception application is for electronic changeable copy signage for retail prices of gasoline and alternative signage standards which will not depreciate the value of surrounding properties based on the location abutting roadways. The subject property does not abut any residential neighborhoods. The site monument signs are allowed, and the decision that is part of the Special Exception, is to provide a determination if the electronic display portion of the signs, 3.74 square feet of additional monument sign copy area, and the two spanner signs are appropriate.

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 subject property is lot 2 of the proposed Ormond Gateway Subdivision. Site infrastructure including connecting to public utilities will be required as part of the site development. There would be no impacts to public facilities with this Special Exception application.

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 for electronic changeable copy signage for retail prices of gasoline is sought to improve the visibility and the ability to read the gas prices as allowed under Section 553.79(20) of the Florida Statutes. The proposed signs would not alter the approved traffic patterns or site access management and is part of the applicants corporate branding.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The proposed development will be for a WaWa convenience store and the site will be required to meet the City's Land Development Code regulations. The request before us is for signage. In addition to the Electronic Changeable Copy signs, the applicant is requesting a slight increase in the monument sign allowance of approximately 3.74 square feet and two (2) spanner signs totaling 12.08 square feet.

8. **The proposed development provides for the safety of occupants and visitors.**

   The Special Exception for electronic changeable copy signage for retail prices of gasoline and alternative signage standards will provide safety of occupants and visitors. The applicant states that the sign would provide increased visibility of the price of gasoline.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed materials and architectural features will not negatively impact the neighborhood or aesthetics of the area.

10. **The testimony provided at public hearings.**

    This application has not been reviewed in a public forum and no testimony has been provided.

SECTION 6, RECOMMENDATION:

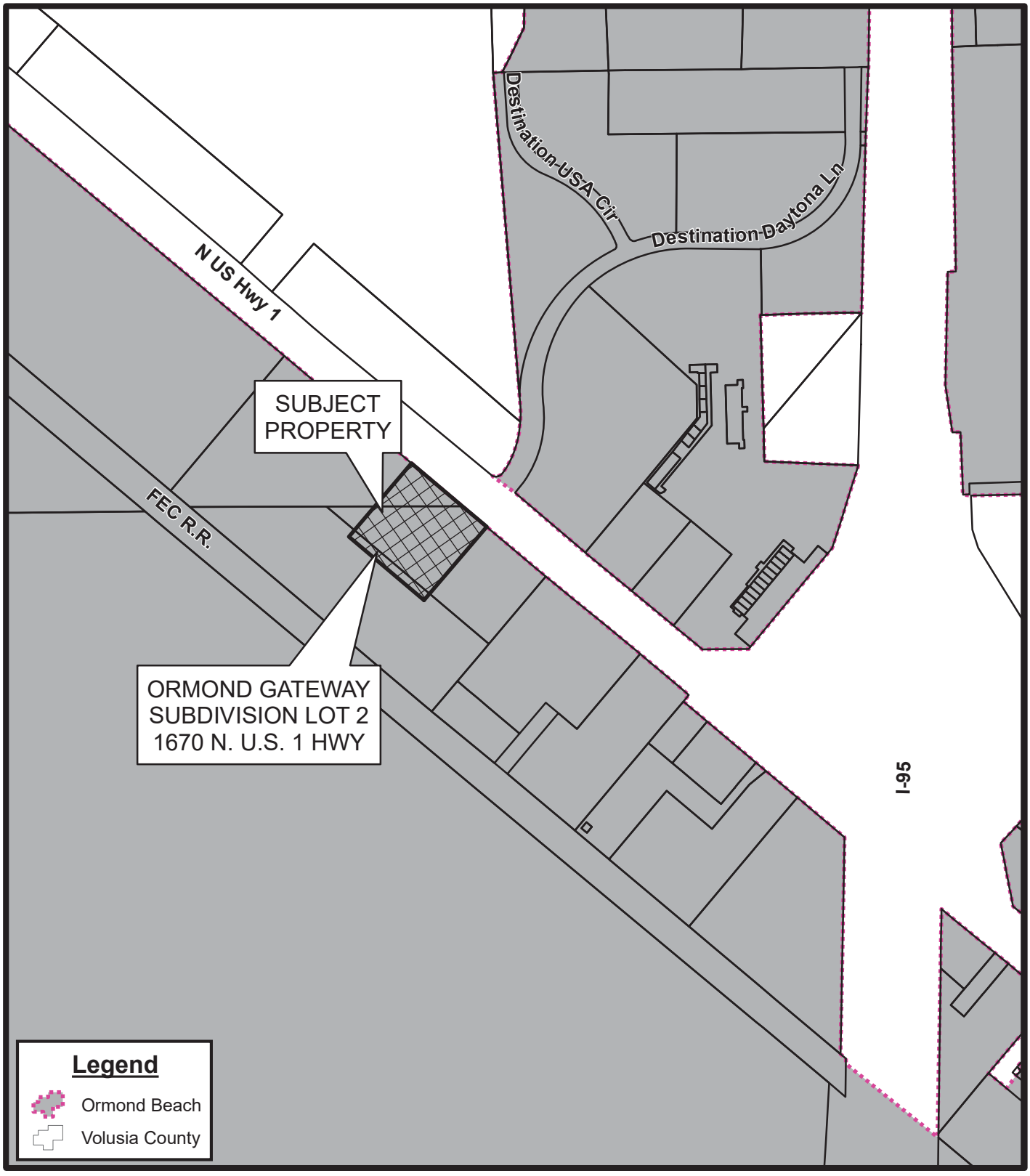
It is expected that the application will be reviewed by the City Commission on April 16, 2024. It is recommended that the Planning Board **APPROVE** the Special Exception for the following: **1)** two (2) electronic changeable copy signs for retail prices of gasoline, **2)** approximately 3.74 additional square feet for the monument signage, and **3)** two (2) spanner signs at 6.04 square feet on the gas station canopy totaling approximately 12.08 square feet at 1670 North U.S. Highway 1 for the proposed WaWa convenience store located in lot 2 of the proposed Ormond Gateway Subdivision.

Attachments:

Attachment 1: Site maps
Attachment 2: Applicant submitted information

Attachment 1:

Site maps



LOCATION MAP
ORMOND GATEWAY SUBDIVISION (LOT 2 ONLY) 1670 N. U.S. 1 HWY

Prepared By: The City of Ormond Beach
G.I.S. Department - January 12, 2024

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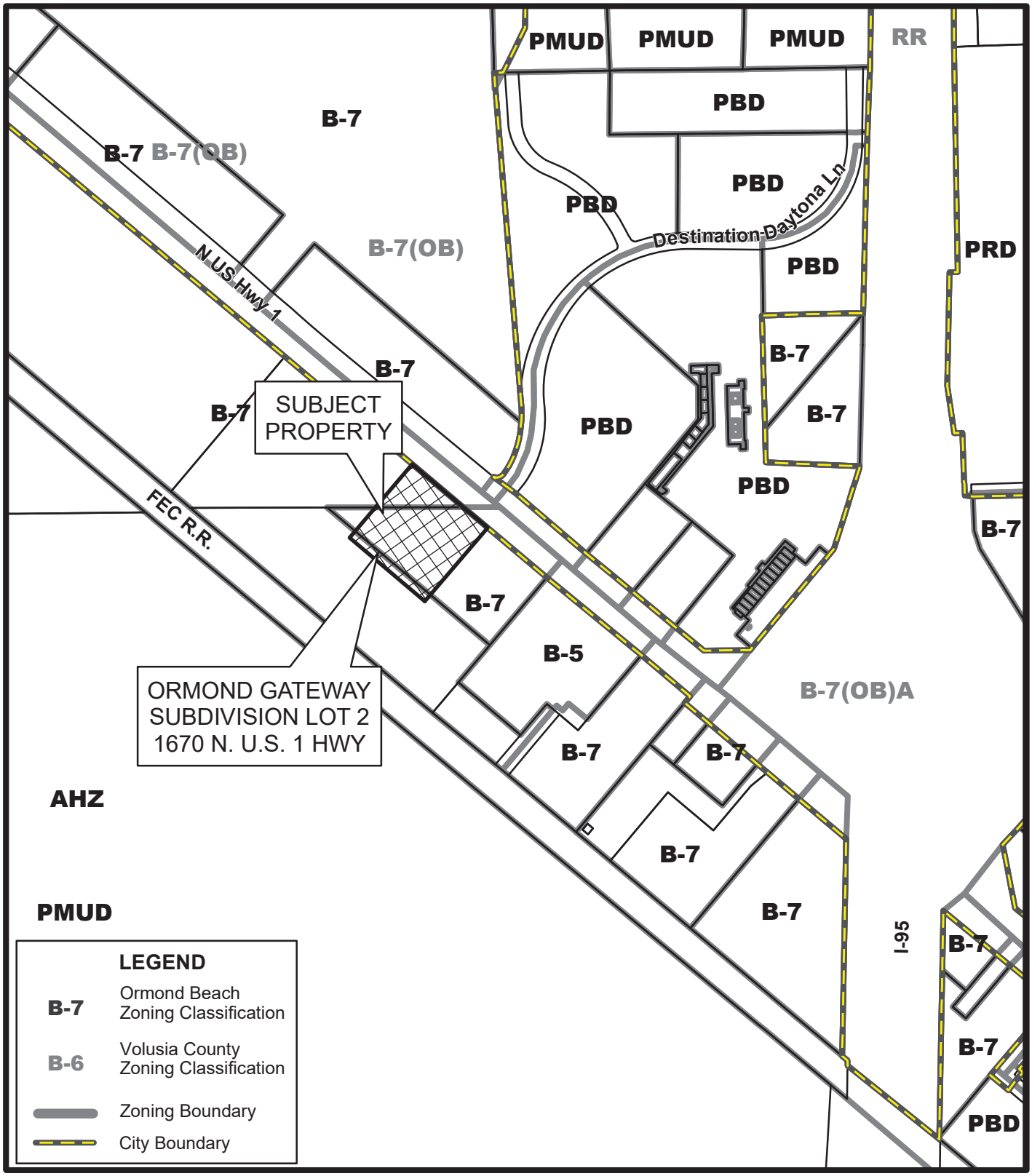

ZONING MAP
ORMOND GATEWAY SUBDIVISION (LOT 2 ONLY) 1670 N. U.S. 1 HWY

Prepared By: The City of Ormond Beach
G.I.S. Department - January 12, 2024

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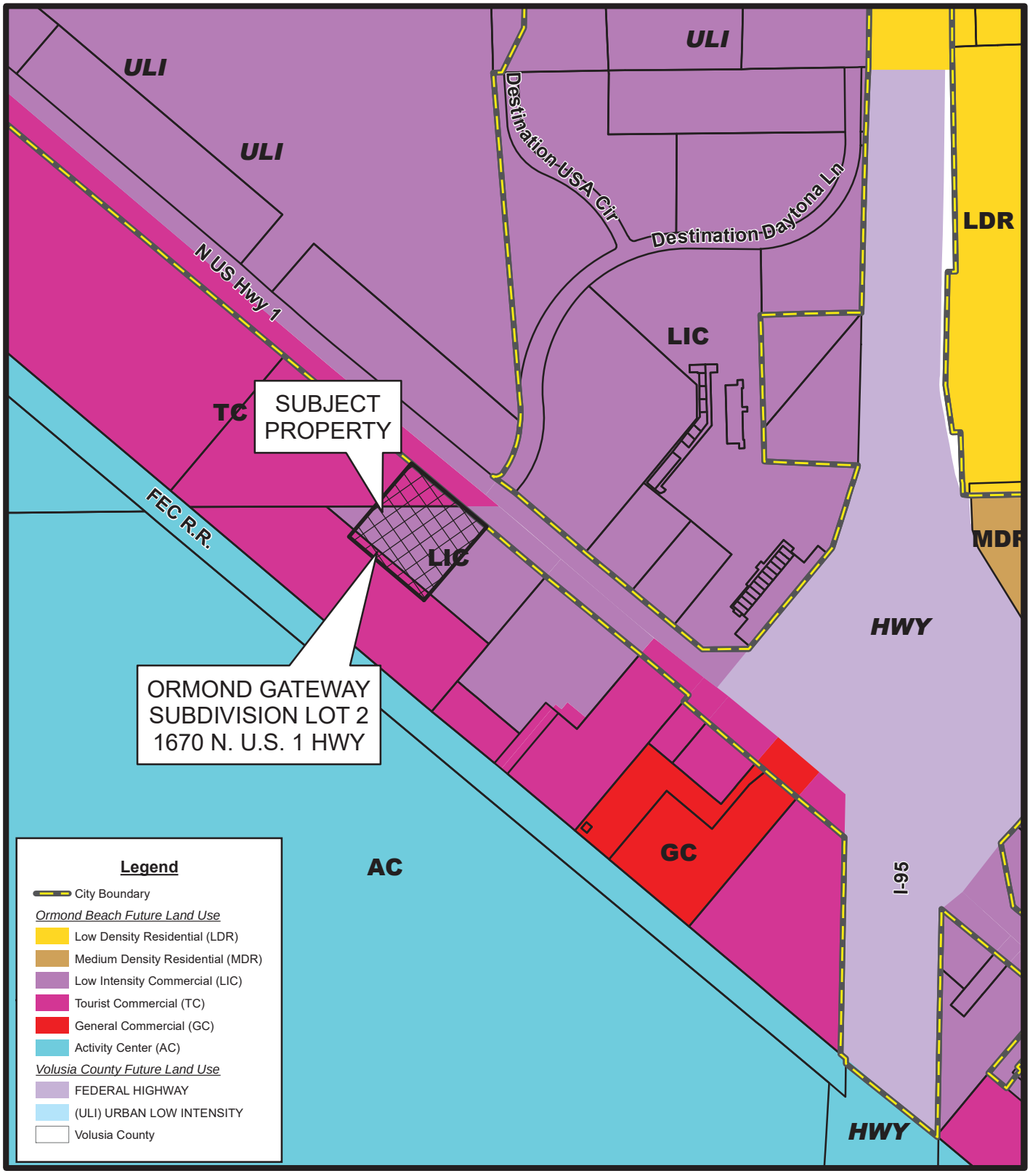

FUTURE LAND USE MAP
ORMOND GATEWAY SUBDIVISION
(LOT 2 ONLY) 1670 N. U.S. 1 HWY

Prepared By: The City of Ormond Beach
G.I.S. Department - January 12, 2024

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W E
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Attachment 2:

Applicant submitted information

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:*	Special Exception - Electronic Changeable Copy *Complete fee sheet (page 3)		
Project Name:	Wawa #5437 - US 1 Destination Daytona		
Project Address:	U.S. 1 & Destination Daytona		
Volusia County parcel number(s):	Parcel Nos. 3136-01-65-0010 + 3136-01-66-0070		
Description:	Permit approval of an electronic display feature for gasoline pricing for proposed Wawa		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Storch Law Firm
Address:	420 South Nova Road
City, State, Zip code:	Daytona Beach, FL 32114
Telephone:	386-238-8383
E-mail:	joey@storchlawfirm.com

APPLICANT INFORMATION

Same as project coordinator	☑	**Same as property owner**	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

Updated October 1, 2021

City of Ormond Beach
Public Hearing Application Fees

Planning Department
22 South Beach Street, Room 104, Ormond Beach, FL 32174
(386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org

INSTRUCTIONS

Site plan submittals require the submittal of applications per Ordinance 2021-30, codified in Section 8-10, Application processing fees, of the Code of Ordinances. All applications shall calculate the fees which shall be verified by city staff. **Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.**

PUBLIC HEARING FEES (Ordinance 2021-30 - Section 8-10 of Code of Ordinances)

Check all that apply	SPRC reviews	Fee	Advertising	Total fee
☐	Annexation	No fee	No fee	No fee
☐	Annexation Agreement	No fee	No fee	No fee
☐	Comprehensive Plan, small area amendment	$2,000	$1,025	$3,025
☐	Comprehensive Plan, large-scale amendment	$2,000	$2,250	$4,250
☐	Concurrency, traffic impact analysis	$3,000 (deposit)	NA	$3,000
☐	Development of Regional Impact amendment	$600	$2,250	$2,850
☐	Planned Development	$2,500	$2,400	$4,900
☐	Planned Development, major amendment	$1,000	$2,400	$3,400
☐	Regulatory amendment, zoning map, under 10 acres	$1,500	$850	$2,350
☐	Regulatory amendment, zoning map, over 10 acres	$1,500	$1,650	$3,150
☐	Regulatory amendment, LDC amendment	$1,000	$700	$1,700
☐	Regulatory amendment, LDC amendment (zoning districts)	$1,000	$1,500	$2,500
✔	Special Exception	$850	$850	$1,700
☐	Special Exception, CRA	$400	$850	$1,250
☐	Street vacation	$500	$1,925	$2,425
☐	Subdivision, Preliminary plat	$1,500 plus $25 per lot	NA	$1,500 plus $25 per lot
☐	Subdivision, Final plat	$1,000 plus $25 per lot	$350	$1,350 plus $25 per lot
☐	Subdivision, city surveyor review	Actual costs	NA	Actual costs
☐	Subdivision, Recording of plat	Actual costs	NA	Actual costs
☐	Other:			
	TOTALS:			

PROPERTY OWNER			
Same as project coordinator	☐	Same as property owner	☐
Name:	Destination Interchange, LLC		
Address:	7 Cypress Hollow Lane		
City, State, Zip code:	Ormond Beach, FL 32174		
Telephone:	Same as Project Coordinator / Applicant		
E-mail:	Same as Project Coordinator / Applicant		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Scott Kearney	E-mail:	scott.kearney@wawa.com
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature: _____

STATE OF FLORIDA
COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 14th day of November, 2023, by Stephen A. Sevigny as manager (title*) for Destination Interchange (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

DONNA B. TINSLEY
MY COMMISSION # HH 219670
EXPIRES: March 24, 2026

Donna B. Tinsley
Notary Public, State of Florida
My Commission Expires: March 24, 2026

* 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.

NOTARIZED AUTHORIZATION OF OWNER

I, Stephen Sevigny, as Manager of Destination Interchange, LLC (hereinafter "Owner"), as fee simple owner of Parcel Nos. 3136-01-65-0010 and 3136-01-66-0070, hereby authorize Storch Law Firm, as agent for Owner, to represent me in a special exception application for electronic signage and all other actions necessary to necessary to accomplish same, and to act as applicant, representing me in City of Ormond Beach public hearings regarding same.

Stephen Sevigny, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this 14th day of November 2023, by Stephen Sevigny, as Manager of Destination Interchange, LLC, on behalf of the company who is [ ] personally known to me or [ ] who has produced _____ as identification and who did not take an oath.

Donna B. Tinsley
NOTARY PUBLIC

Type or print name:
Commission No.:

DONNA B. TINSLEY
MY COMMISSION # HH 219670
EXPIRES: March 24, 2026

GLENN D. STORCH, ESQUIRE
glenn@storchlawfirm.com

COREY D. BROWN, ESQUIRE
corey@storchlawfirm.com

A. JOSEPH POSEY, ESQUIRE
joey@storchlawfirm.com

December 5, 2023

Mr. Steven Spraker, AICP
Planning Director
Planning Department
22 South Beach Street
Ormond Beach, Florida 32174

Re: Special Exception / Wawa LED Pricing / Monument Signage
Destination Daytona

Dear Steven:

Enclosed please find the following:

- Land Development Code Text Amendment Application
- Application Fee
- Signage Design Plans

Please consider this as my client's request to permit an electronic display feature for gasoline pricing for the Wawa proposed at Destination Daytona.

This request will be beneficial for both the public and the City. In this case, the electronic display feature for gasoline pricing will enhance the visibility for drivers and would eliminate the need to change gas price displays manually. Manual displays distract passing motorists and patrons and put employees at risk of injury. The electronic display feature for gasoline pricing would both enhance public safety and provide clearly visible and legible pricing for the public.

In addition to display, the design of the signage in this case, including the use of LED pricing, is consistent with the Wawa Florida family of monument signs used throughout Florida. The color scheme and the use of LED pricing are part of the corporate branding of Wawa.

Please let me know if I can provide any additional information regarding this special exception.

Kindest regards,

A. Joseph Posey, Jr.

GDS/ajp
Enclosures

420 South Nova Road • Daytona Beach, Florida 32114
(386) 238-8383 • (386) 238-0988 (fax)
Website: www.storchlawfirm.com

THOMAS
SIGN & AWNING CO INC
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325

Wawa

Wawa #5437 • US 1 & Destination Daytona Lane

Ormond Beach, FL

D. N. 99290 • PID: 97105 • January 11, 2024

Code and information sheet

Location:

Wawa #5437

US 1 & Destination Daytona Ln
Ormond Beach, FL

Wall signage:

Sign code:

Max Size Limit: Linear bldg. frontage over 30': 1 SF of signage per 1' LF of bldg. frontage up to 30' plus ½ SF for each LF thereafter. i.e. 93'1-1/2' bldg. front: 30 SF + (63' x .5) 31.50 61.50 x 150% = 92.25 s.f. for 2 signs

Number/Location: 1 wall sign for each business use to be located along the bldg. frontage that it is designated to advertise. Planning Director may approve alternate bldg. façade for wall signs, such as a side façade, if the business owner requests an alternative location on the bldg. and there is no negative impact to residential properties. Corner, double frontage & shopping center corner units: 2 wall signs NTE 150% of the max size limit permitted. Only 1 sign allowed per bldg. façade. S.F. computed by awing 1 continuous rectangle all sign components.

NOTE: Planned Development/Special Exceptions. Alternative business premise identification signage may be approved by the City commission through planned developments and special exceptions.

Proposed signage:

38" CL & goose logo Front elevation
31" CL & goose logo Rear elevation

Free Standing signage

Sign code:

Monument signs only. Corner or double frontage lots, (2) signs NTE 150% of allow. area of principle frontage of which the site is addressed. (1) sign per frontage.

Note: The planning director may approve alternative locations (2 signs on 1 frontage).

No sign to be within 100' from another on site sign.
5' setback from the property line; 15' setback from a sign located on another property
20' site visibility triangle of two intersecting streets
6" address numerals required on both sign faces
Prohibited Lights: No red, amber, blue or green lights permitted

REQUIRES SPECIAL EXCEPTION FOR EMC FUEL PRICING

If 2 signs are on the same parcel, there must be minimum of 100' between them.

Proposed signage:

2 - Custom DF Illuminated Monument w/fuel pricing @ 8'

Canopy signage

Sign code:

Same as wall signs

Proposed signage:

2 - Canopy Spanners with copy
8 Pump Indicators 3+1+1
12 Pump Indicators 4 + 1

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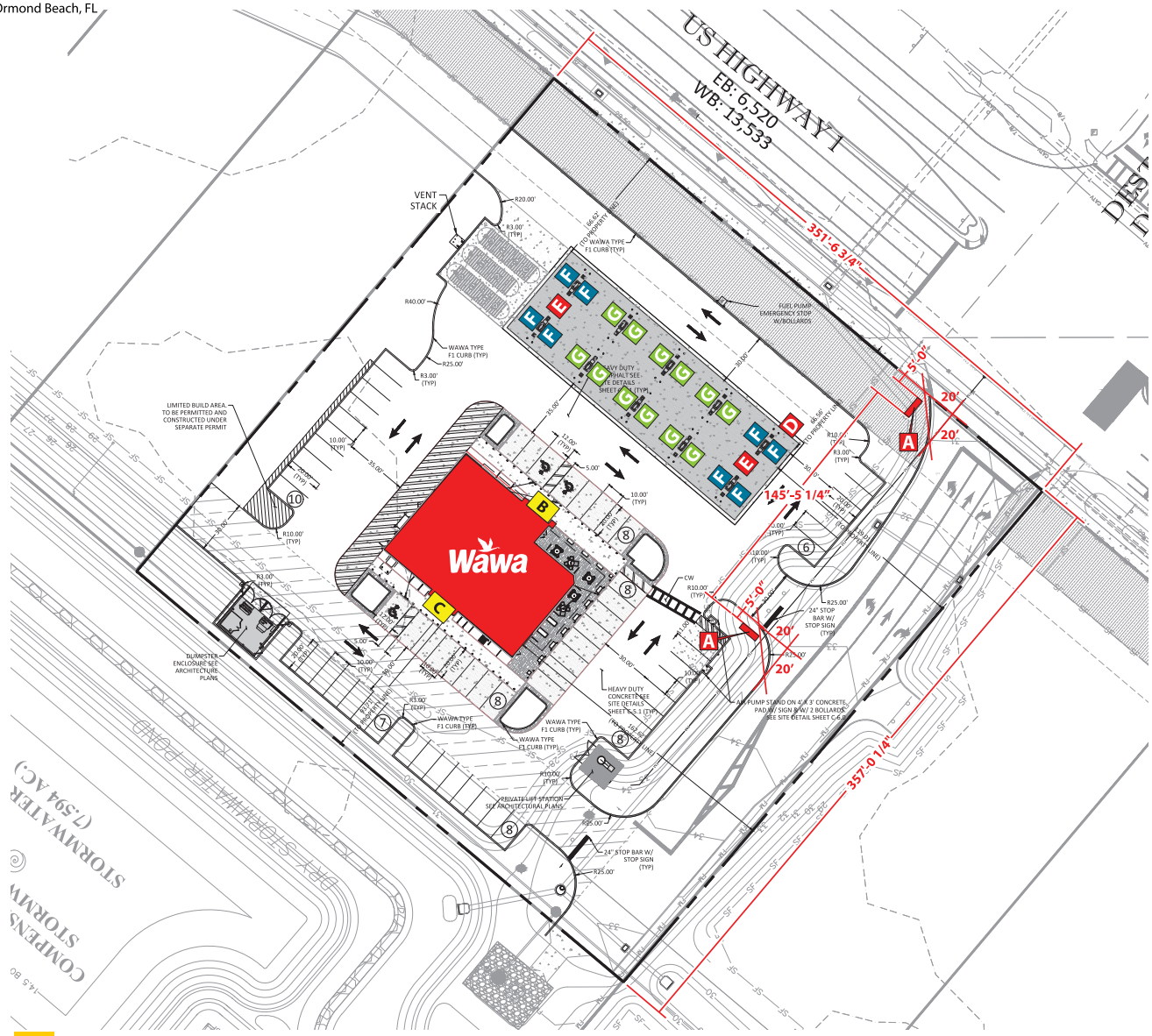
4590 118TH Avenue North
Clearwater, Florida 33762
800-526-3325

Page	Sheet
1	1 OF 8

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54



Site Plan with signage location

SCALE: 1:720

LEGEND

A) CUSTOM MONUMENT SIGN @8' OAH 49.87 ⍁) QTY:2
REQUIRES SPECIAL EXCEPTION

B) 38" CHANNEL LETTERS & GOOSE LOGO (43.74 ⍁)
FRONT ELEVATION

C) 31" CHANNEL LETTERS & GOOSE LOGO (34.03 ⍁)
REAR ELEVATION

D) GAS CANOPY SIGN (9.02 ⍁)

E) CANOPY SPANNERS (6.04 ⍁) QTY: 2

F) PUMP INDICATORS 4+1 QTY: 8

G) PUMP INDICATORS 3+1+1 QTY:12

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Clearwater, Florida 33762
800-526-3325
www.thomassign.com

CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
09.29.23 MBV- Added dim between ground signs
NH 1.11.24 - Removed 2 wall signs

Underwriters Laboratories, Inc.
LISTING E89514
ELECTRIC SIGN
COMPLIES TO UL 48
THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

3M™ MCS™ Warranty

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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Page	Sheet
2	2 of 8

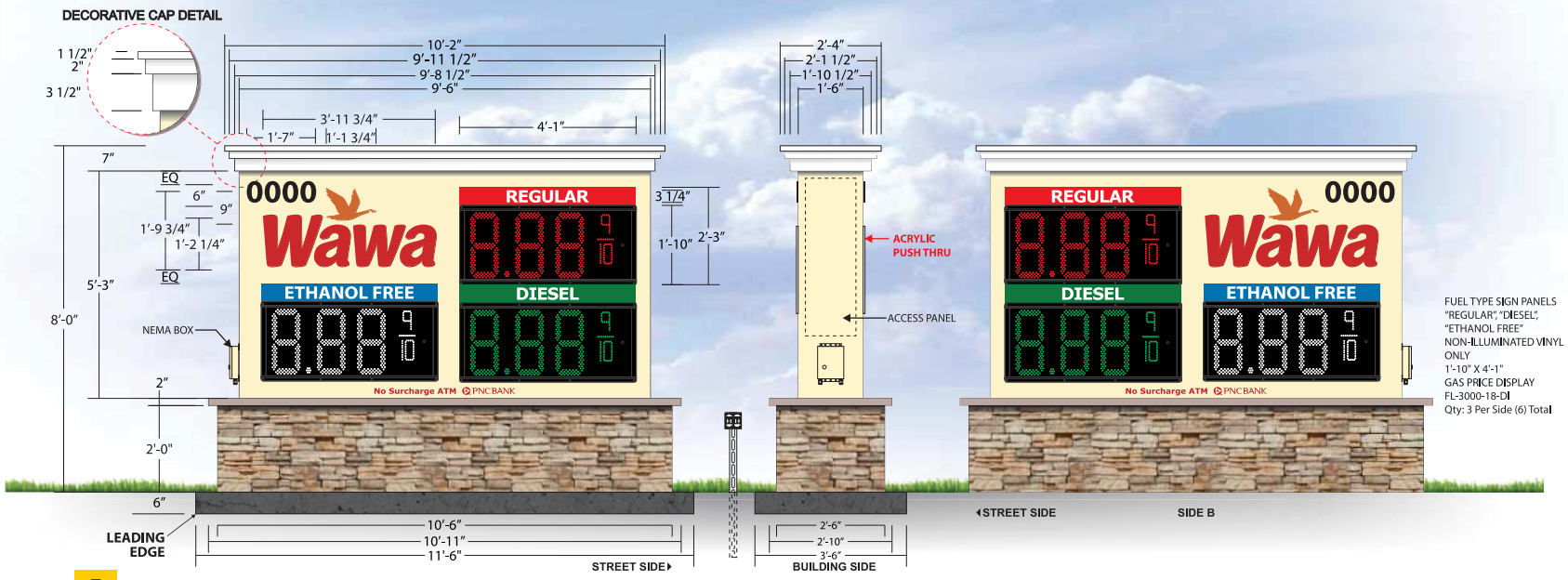
Local: 727-573-7757
Fax: 727-573-0328

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54

Color Reference

- 3M 3630-33 RED (LETTER FACES)
- 3M 7725-13 TOMATO RED (EMC BORDER & SURCHARGE NOTICE)
- 3M 7725-46 KELLY GREEN (EMC BORDER)
- 3M 7725-57 OLYMPIC BLUE (EMC BORDER)
- 3M 7725-10 WHITE (FUEL GRADES)
- 3M 3630-129 TRANS BRONZE
- PAINT TO MATCH PMS 7401C WITH SATIN FINISH (PYLON STRUCTURE)
- WHITE PAINT WITH SATIN FINISH (DECORATIVE CAP AND TRIM)
- LIMESTONE CAP BY OTHERS
- STONE BASE BY OTHERS
- BLACK PAINT



FUEL TYPE SIGN PANELS
"REGULAR", "DIESEL",
"ETHANOL FREE"
NON-ILLUMINATED VINYL
ONLY
1'-10" X 4'-1"
GAS PRICE DISPLAY
FL-3000-18-DI
Qty: 3 Per Side (6) Total

A **18" / 3 PRODUCT**
CUSTOM M-50 D/F ILLUMINATED MONUMENT SIGN (49.87 SQ. FT.)

EMC: 1'10" x 4'1" = 7.48 x 3 = 22.44
÷ 49.87
.449% of total sign area

Scale: 3/8"=1'-0"

THOMAS
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800-526-3325
www.thomassign.com

CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
09.29.23 MBV- Updated design
NH 1.11.24 - Resized Logo & Added Address

Underwriters Laboratories, Inc.
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ELECTRIC SIGN
COMPLIES TO UL 48
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3M™ MCS™ Warranty

Approval:
☐ Approved
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DATE:

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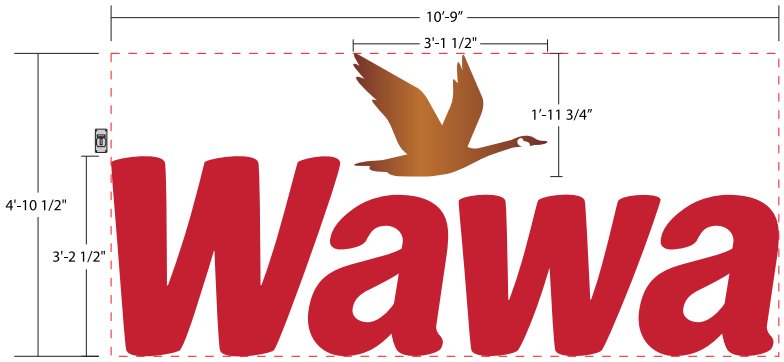

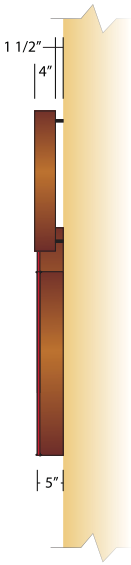

Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- #2783 RED FLAT ACRYLIC FACES

B **38"** LED Channel Letters & Halo Lit Logo - Remote Transformers
10.75' X 4.87' = 52.35 SF

SCALE: 1/2" = 1'-0"

Proposed Condition- Front Elevation

Scale: 3/32"=1'-0"

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CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
NH 1.11.24 - Made sign 38" CL

Underwriters Laboratories, Inc.
LISTING E89514
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COMPLIES TO UL 48
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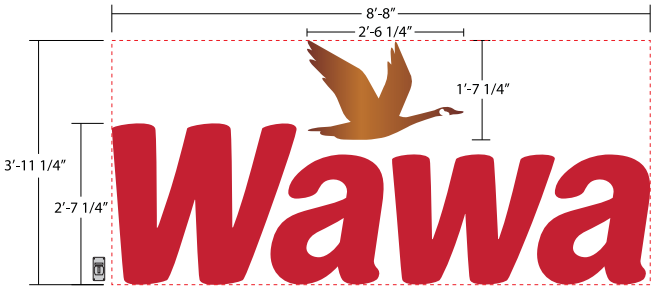

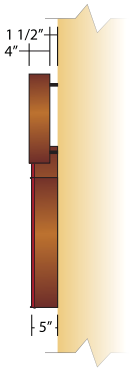

Color Reference

- RED JEWELITE
- PAINT TO MATCH PMS 876C METALLIC COPPER WITH GLOSS FINISH
- #2783 RED FLAT ACRYLIC FACES

C **31"** LED Channel Letters & Halo Lit Logo - Remote Transformers
8.66' X 3.93' = 34.03 SF

SCALE: 1/2" = 1'-0"

Proposed Condition- Rear Elevation

Scale: 3/32"=1'-0"

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Clearwater, Florida 33762
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CLIENT
Wawa #5437

Design Number:
99290

Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
NH 1.11.24 - Made sign 31" CL

Underwriters Laboratories, Inc.
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5	5 of 8

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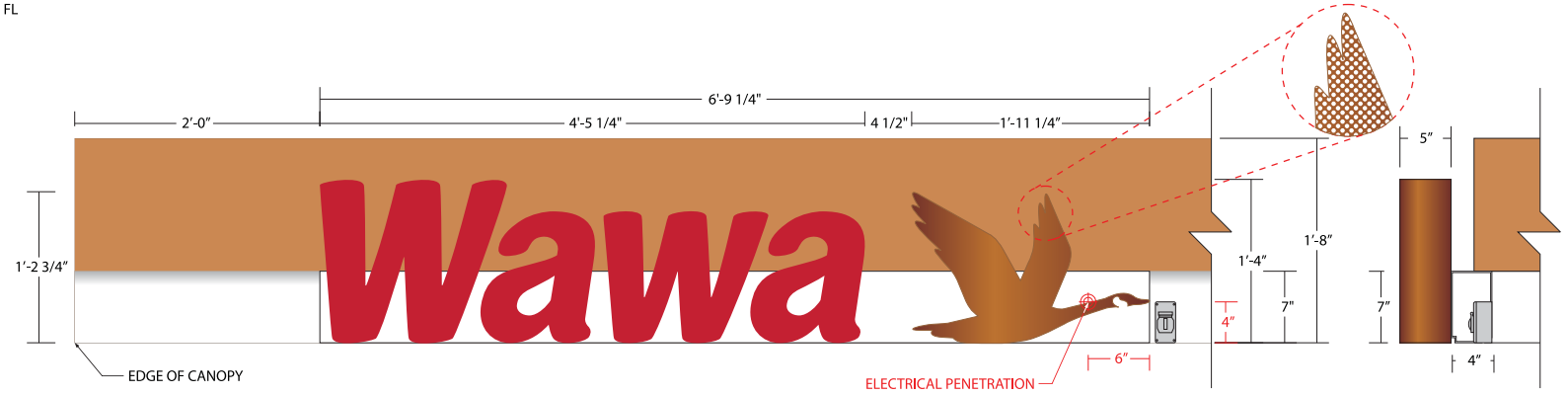
WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service 54

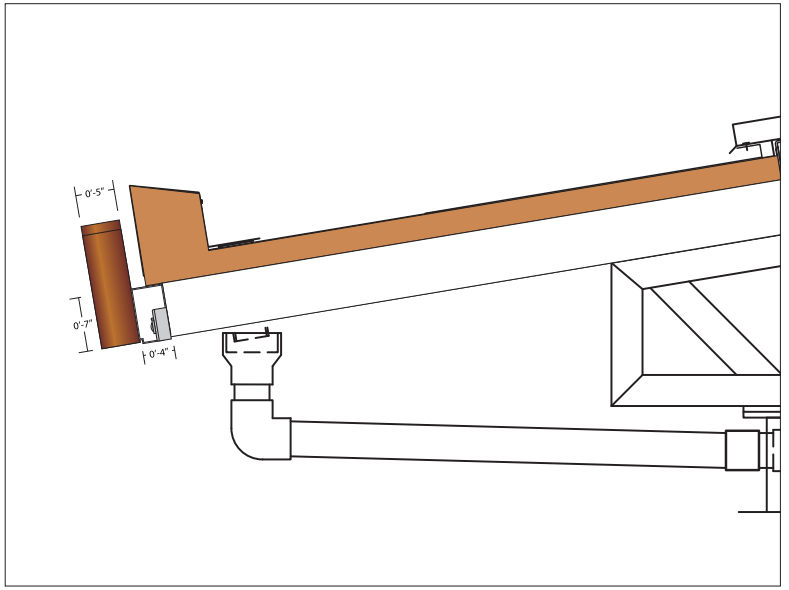


D 5" Deep Front Lit LED Illuminated Letters & Logo (on 4" x 7" Extruded Raceway) - Left Side

SCALE: 1" = 1'-0"
SQ FT: 9.02'

Color Reference

- RED JEWELITE
- .187" #2793 RED FLAT ACRYLIC FACES FOR LETTERS
- 3M 7725-46 KELLY GREEN (EMC BORDER)
- AKZO NOBEL WHITE RACEWAY



Self-Contained Flush Mount Canopy Sign (Side View)

Scale: 3/4"= 1'-0"

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Design Number:
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Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
NH 1.11.24 - Made sign 2' from the edge.

Underwriters Laboratories, Inc.
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6	6 of 8

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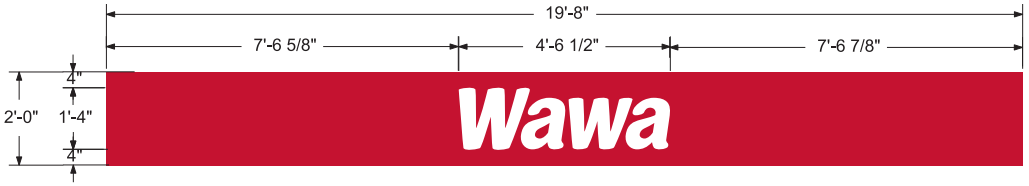
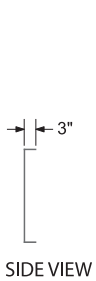
Fax: 727-573-0328

WAWA #5437
Ormond Beach, FL

Celebrating 54 Years of Quality Manufacturing and Service



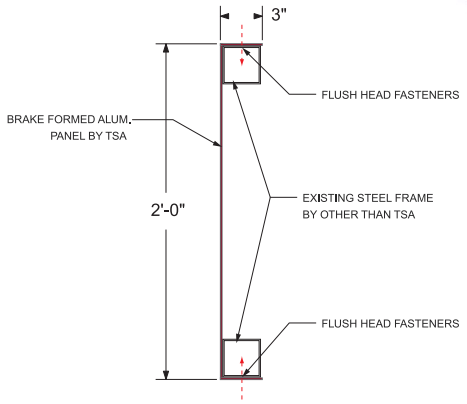


SIDE VIEW

E D/F Brake Formed Aluminum Gas Pump Canopy Spanner Panel - DOUBLE PUMP-QTY: 2

COPY AREA = 6.04 SF

SCALE: 3/8" = 1'-0"

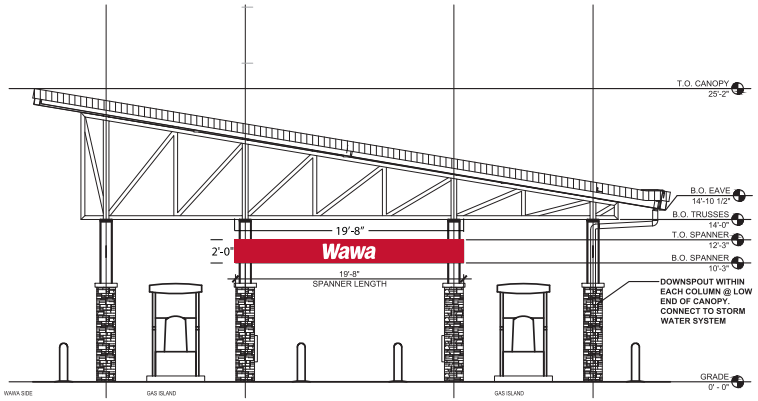


Mounting Detail

Color Reference

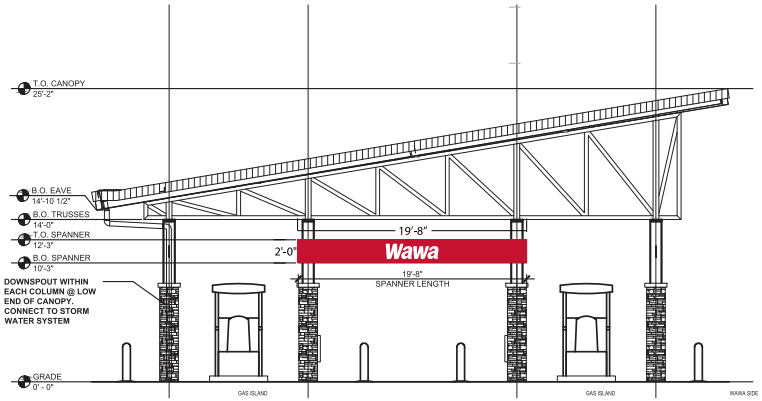
AKZO NOBEL TO MATCH PMS 187C GLOSS FINISH

3M 7725-10 WHITE



Pump Elevation View- EAST

SCALE: 3/32" = 1'-0"



Pump Elevation View- WEST

SCALE: 3/32" = 1'-0"

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Wawa #5437

Design Number:
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Installation Address:
US 1 & Destination
Daytona LN
Ormond Beach, FL

Project Identity Number:
97105

Sales Associate:	Project Team:
TSA	BB
Designer:	**Date:**
MBV	09.08.23

Project Updates:
X

3M™ MCS™ Warranty

Approval:

☐ Approved
DATE:

☐ Approved as noted
DATE:

☐ Revise & Re-Submit
DATE:

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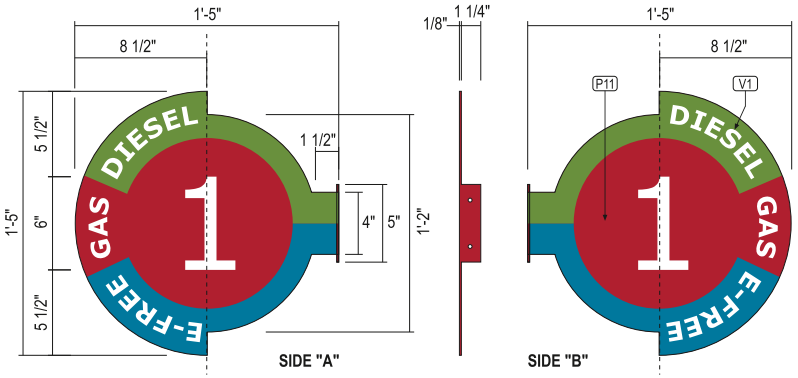
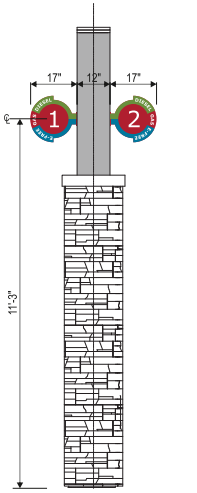


F **DETAIL @ D/F PUMP INDICATOR SIGN - E-FREE, GAS & DIESEL** 3+1+1

QTY: 8
ALUMINUM FACES PAINTED RED, BLUE AND GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

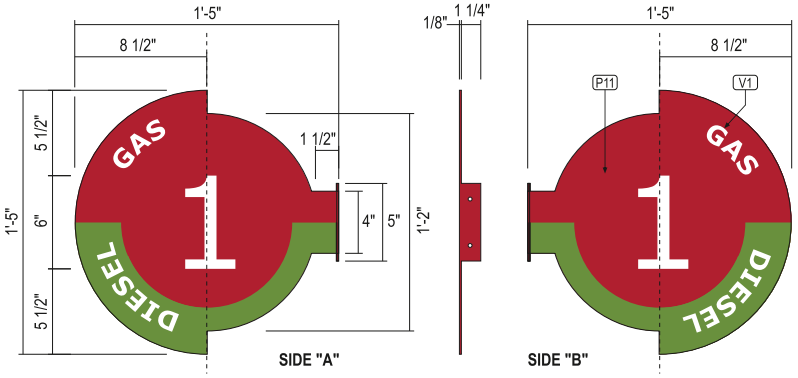
SCALE: 1 1/2"=1'-0"



SIDE ELEVATION DETAIL @ CANOPY COLUMN

Color Reference

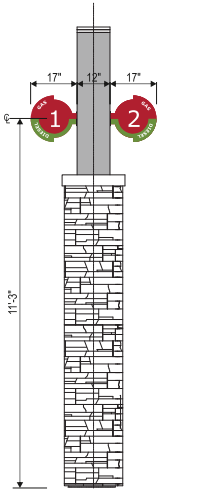
- TO MATCH RED PMS 187C SATIN FINISH
- TO MATCH BLUE PMS 7468C SATIN FINISH
- TO MATCH GREEN PMS 377C SATIN FINISH
- 3M 7725-10 WHITE



G **DETAIL @ D/F PUMP INDICATOR SIGN - GAS & DIESEL** 4+1

QTY: 12
ALUMINUM FACES PAINTED RED & GREEN.
WHITE VINYL COPY & NUMBERS.
FONT STYLE: VERDANA

SCALE: 1 1/2"=1'-0"



SIDE ELEVATION DETAIL @ CANOPY COLUMN

Color Reference

- TO MATCH RED PMS 187C SATIN FINISH
- TO MATCH GREEN PMS 377C SATIN FINISH
- 3M 7725-10 WHITE

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Designer:	**Date:**
MBV	09.08.23

Project Updates:
X

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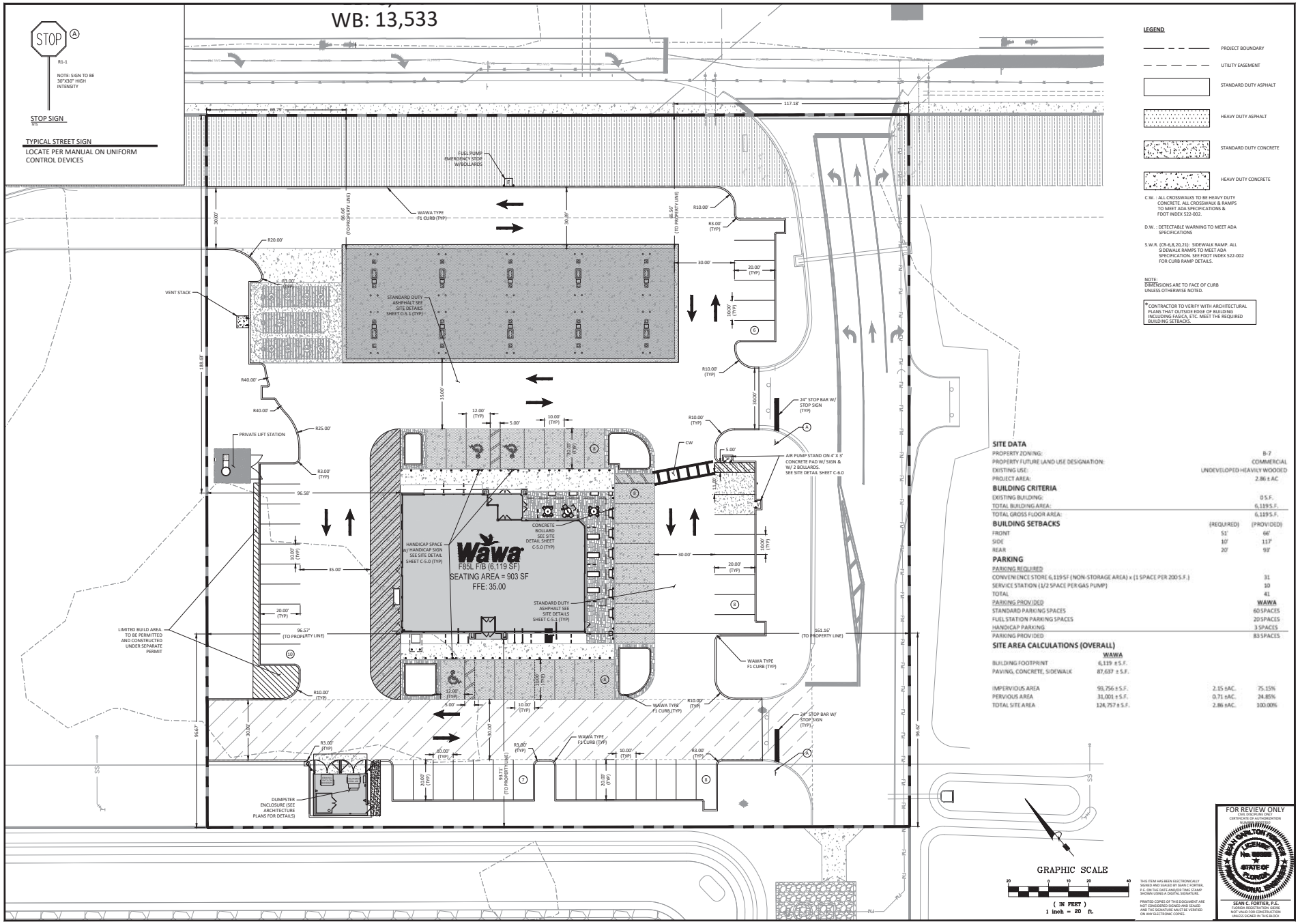

KELLY, COLLINS & GENTRY, INC.
1700 NORTH ORANGE AVENUE, SUITE 400
ORLANDO, FLORIDA 32804
(407) 586-1700 FAX (407) 895-1485

REVISION | DATE

PREPARED FOR: Wawa
WAWA #1060
2600 DOVER ROAD
WILEY, FLORIDA

Wawa
US-1 & DESTINATION

DIMENSION PLAN

DRAWN: CJN
DESIGN: CJN
CHECKED: SCF
JOB NO.: 1572.000
DATE: 07/28/2023

SHEET
C-2.0

DRAFT

Planning Board minutes from March 14, 2024

ITEM:

PZ-2024-005

1670 North U.S. Highway 1, WaWa

Special Exception, Electronic Changeable Copy Signage for the Retail Prices of Gasoline and Alternative Signage

Mr. Scudiero motioned to approve PZ 2024-004, Tomoka Christian Church, Special Exception. Mr. Jorczak seconded it. Vote was called, and the motion was approved (6-0).

C. PZ 2024-005, WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception

Ms. Sarah Cushing, Senior Planner, stated that this is a request for a Special Exception to allow two (2) electronic changeable copy monument signs for the retail prices of gasoline and alternative signage standards at the proposed WaWa convenience store. She stated the project is located at 1670 North U.S. Highway 1 and is lot 2 of the proposed Ormond Gateway commercial subdivision. Ms. Cushing reviewed the development order process for the application that included (1) staff review, (2) review and recommendation by the Planning Board, and (3) action by the City Commission.

Ms. Cushing displayed the site plan for the proposed WaWa at lot 2 of the proposed Ormond Gateway subdivision on U.S. Highway 1, near Destination Daytona. She explained that the business is exploring design options including alternative signage standards. She stated that the first signage request is for two (2) electronic changeable copy monument signs. She stated that these signs are permitted through the Special Exception process and the application meets the conditions of Section 3-47(G) of the Land Development Code (LDC). Ms. Cushing continued that the second signage request was for an additional 3.74 square feet of monument signage between both signs. She stated that the LDC allows a maximum of 96 square feet for two (2) signs and the proposal is 3.74 square feet over the requirement. Ms. Cushing stated that the third signage request is for two (2) spanner signs within the canopy totaling 12.08 square feet. She explained that spanner signs are not a defined sign type in the LDC, therefore part of the alternative signage is adding it into the request. She stated that the sign plan showed one canopy sign of 9.02 square feet. Ms. Cushing noted that based upon the canopy size, two signs totaling 144.75 square feet would be allowed.

Ms. Cushing stated that staff recommended approval of:

1. Two (2) electronic changeable copy signs for retail prices of gasoline.
2. Approximately 3.74 additional square feet for the monument signage.
3. Two (2) spanner signs at 6.04 square feet each on the gas station canopy, totaling approximately 12.08 square feet.

Board Discussion and Questions

Chairman Thomas opened it up to the Board for questions.

Mr. Jorczak inquired about the other changeable copy signs in the city and asked for clarification on if this application exceeds any of the other requests. Ms. Cushing responded that each sign request is independent, and referenced the WaWa at 600 West Granada Boulevard and how they requested additional signage in their application, in asking for not only the electronic changeable copy sign, but also spanner signs and an extra wall sign as well. She continued that where the alternative signage standards come in and have to be looked at independently is for appropriateness for the site and location.

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Ms. Shull referenced the applicants ask for two separate electronic copy changeable signs, and asked for an explanation of why another WaWa convenience store in the city on a corner lot only has one sign. Ms. Cushing explained that they are on a corner lot, where two signs are allowed, in total of 96 square feet between the two monument signs, and that the second referenced WaWa convenience store is in a Planned Business Development (PBD) subdivision and have signage regulations outlined specifically for it.

Mr. Galloway referenced the Sunoco Gas Station on beachside with yellow Special Exception signs posted and asked why the Planning Board is still seeing electronic copy changeable signs when they have already approved them. Ms. Cushing replied that in the signage regulations, in section 3-47(G), it regulates electronic changeable copy signs and if a business wants to do electronic changeable copy signs for the retail sale of gasoline, the Special Exception process is required. Ms. Cushing further explained that staff cannot administratively issue permits for all of the gas stations to switch to electronic changeable copy signs as it has to go through this process.

Attorney Hayes added that the LDC section is derived from State Law and the reason why the mechanism is in the code is because it is allowed by the State Law and is specific to gas stations and other store types. It is not a blanket approval and comes with conditions and it is the responsibility of the applicants to demonstrate it. He continued that it is the responsibility of the staff to review the applications and bring it to the Board with a recommendation. Attorney Hayes explained that prior to the enactment of this exception in State Law, the applications did not come before the Board.

Mr. Spraker stated that the alternative standards were put in to provide the applicants a mechanism of flexibility. He continued that the property is located 1,000’ from the interstate, with no residential. He explained that the reason that there is not a second electronic changeable copy sign at 600 West Granada Boulevard is because there is residential on the other side and is not appropriate next to residential. Mr. Spraker added that there is not residential next to the current application location and it will be at a lighted intersection. Staff thinks it is appropriate for the extra 4 square feet, and the Planning Board and City Commission have the final determination.

Mr. du Moulin also asked why it would go through the Planning Board if it is just a replacement of an exact sign for an upgraded sign, seeming counterintuitive. Mr. Spraker answered that prior to 2019, electronic changeable copy signs were not allowed and this mechanism to review and approve them was established. He reiterated that if the Board does not think it is appropriate, they can make a recommendation that these applications should not be required to go through a Special Exception and go through the SPRC and or Planning staff instead. Mr. Spraker stated that the regulation was put in with a purpose for staff, Planning Board, and citizens to review it.

Chairman Thomas commented that he likes the Special Exception process for the electronic copy changeable signs as it allows more eyes on it and allows for input into the laws and codes.

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Applicant's Response

Mr. Joey Posey, Esquire, Storch Law Firm, 420 S. Nova Road, representative for the developer, explained the safety component to the Special Exception request, although such a minor issue with the size of the sign in proximity to the Interstate and the speeds from the traffic. He added that it is a reduction in total sign entitlements in the totality of the request. Mr. Posey stated in reference of setting precedence, it is good direction for others who want to come forward and it shows how the requests are handled.

Board Discussion and Questions

Ms. Shull asked specifically about the location of the two proposed signs. Ms. Cushing responded that one monument sign is requested on the U.S. Highway 1 corridor and the other on the entryway of a new road being built as part of the subdivision, part of a future FDOT project at the interchange. She added that it is proposed lot 2 of the proposed Ormond Gateway subdivision, an 8 lot subdivision, which has gone through the preliminary plat approval. The final plat application for it will come through the Planning Board.

Board Recommendation

Chairman Thomas opened it up to the Board for a motion.

Mr. Jorczak motioned to approve PZ 2024-005, WaWa #5437, Electronic Changeable Copy Signage, 1670 North U.S. Highway 1, Special Exception. Mr. Galloway seconded it.

Mr. Scudiero reiterated the overall frustration mentioned in previous electronic changeable copy sign applications, and stated that he sees as an inconsistency in how the ordinance was originally written and how it is being carried out. He commented that he does not mean any offence to WaWa, and expressed that he feels that it sends the wrong message to other business operators in the city that might also have a very finite number of characters on their sign that could be electronic but cannot. Mr. Scudiero explained that for that reason is why he is voting no, to keep the awareness of the issue out there.

Vote was called, and the motion was approved (5-1), with Mr. Scudiero in opposition.

D. PZ 2024-006, Ormond Beach Holdings, LLC, Planned Business Development Amendment

Mr. Spraker stated that this is a Planned Business Development amendment with the original development order approved with Ordinance 2023-05. The only amendment request is to allow the removal of a sidewalk and beach walkover that was a condition of the original development order. He displayed the approved site plan with the sidewalk and beach walkover. Mr. Spraker read the condition of the development order, "The project shall construct a dedicated public beach sidewalk and beach walkover to parallel the Seminole Avenue beach ramp approach. The sidewalk and beach walkover are planned to be deeded to Volusia County." He stated that there

CITY OF ORMOND BEACH
Office of the City Attorney • P.O. Box 277 • 173 South Beach Street • Ormond Beach, FL 32175-0277 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney

Date: May 7, 2024

Subject: **Ordinance regulating the unsafe pedestrian use of public ROW**

Introduction: The purpose of this Ordinance is to regulate the use of the public rights-of-way within the City of Ormond Beach to prohibit activities that interfere with the primary purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, and dangerous misuse of medians within rights-of-way.

Background: City engineering staff conducted a study to determine the high speed, high volume, and high crash roadways in Ormond Beach that potentially provide a higher risk to users, including pedestrians and passive users not utilizing the roadway for travel. These roadways are: SR AIA Atlantic Avenue / Ocean Shore Blvd., SR 40 (Granada Blvd.), Hand Ave., Nova Road, U.S. Highway 1, and Williamson Blvd (hereinafter referred to as" identified roadways").

On these identified roadways, this ordinance will make it unlawful to engage in any physical interaction between a pedestrian and an occupant of a motor vehicle, including the transfer of any product, material, or monies, while the motor vehicle is located on the traveled portion of identified roadway and is not legally parked. In addition, it will make stopping, sitting, standing, or otherwise occupying or remaining within a median on an identified roadway by a person when that person is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws.[1] The first violation of this ordinance will result in a warning. All further violations shall be deemed a second-degree misdemeanor.

Protecting citizens from contact with moving vehicles is an important governmental purpose and one which Ormond Beach is always striving to improve. The City in cooperation with the FDOT has undertaken several pedestrian safety projects, particularly enhanced pedestrian crosswalks, in recent years. In addition, when Public Works and OBPD have prior notice that individuals may congregate next to a roadway (for example, protests[2] or campaigning near the intersection of Granada and Beach St., or for parades[3], special events, etc.) OBPD and Public Works will place temporary

[1] As illustration, See attached group of photos taken in April 2024
[2] As illustration, See attached photo taken October 13, 2023

fencing or take other measures along or within a right-of-way to keep individuals safe and out of harm's way of traffic. However, the City cannot protect individuals from non-planned, spontaneous events, such as an individual choosing to dangerously place themselves on a small median strip between several lanes of fast-moving traffic, or interacting with vehicles on a dangerous roadway. Therefore, this ordinance is necessary to protect these individuals from contact with moving vehicles, maintain traffic flow, and reduce distractions to drivers.

Budget Impact: N/A

Recommendation: It is recommended that the City Commission approve the amendment to Chapter 17, streets, sidewalks and other public spaces of the code of ordinances by amending section 17-10 to add unsafe pedestrian use of rights-of-way.

[3] As illustration, See attached photo of parade pedestrian safety preparation

ORDINANCE NO. 2024-07

AN ORDINANCE RELATING TO PEDESTRIAN AND VEHICLE SAFETY WITHIN PUBLIC ROADS AND RIGHTS-OF-WAY; AMENDING CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC SPACES OF THE *CODE OF ORDINANCES* BY AMENDING SECTION 17-10 TO ADD UNSAFE PEDESTRIAN USE OF RIGHT-OF-WAYS; ADOPTING FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; ESTABLISHING PROHIBITED USE OF PUBLIC ROAD RIGHTS-OF-WAY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes that the primary purpose of public roads and rights-of-way is to enable pedestrians and lawfully permitted vehicles to safely and efficiently move from place to place, facilitate the delivery of goods and services, and provide the general public with convenient access to goods and services; and

WHEREAS, in a recent 2022 Dangerous by Design study[1], which utilizes raw data from the National Highway Traffic Safety Administration, the state of Florida was identified as the second-highest ranked state in the country over the period of 2016 through 2020 in both the total number of pedestrian deaths and the average pedestrian deaths per 100,000 people per year; and

WHEREAS, Ormond Beach has been specifically included in the Dangerous by Design study which found that combined with Daytona Beach and Deltona, this region was identified as posing the greatest risk for pedestrians when interacting with vehicular traffic in the entire US; and

WHEREAS, City engineering staff analyzed data from the Florida Department of Transportation, Florida Traffic Online and determined major roadways in Ormond Beach that have high daily traffic volume. The following roadways are identified as potentially providing a higher

[1] A project led by Smart Growth America and the National Complete Streets Coalition.

risk to users, including pedestrians and passive users not utilizing the roadway for travel, due to high traffic volume: SR AIA Atlantic Avenue / Ocean Shore Blvd., SR 40 (Granada Blvd.), Hand Ave., Nova Road, U.S. Highway 1, and Williamson Blvd (hereinafter referred to as" identified roadways"). The identified roadways all have significantly high volumes of traffic from a low of approximately 16,0000 daily trips for Hand Ave., to over 30,000 daily trips on parts of Granada Blvd. and US1. See; Corridor Safety Analysis, City of Ormond Beach Engineering Department, 2024.

WHEREAS, City engineering staff also analyzed data from the University of Florida Signal Four Analytics database and determined that the above local identified roadways experience high levels of crashes. See; Corridor Safety Analysis, City of Ormond Beach Engineering Department, 2024; and

WHEREAS, A Highway Safety Countermeasure Guide for State Highway Safety Offices, 11th Edition, 2023, cites speed of greater than 25 mph as a risk factor in areas of pedestrian activity. Most of the identified roadways are within the 35-45 mph range, with a max of 55mph in portions of US1. See; Corridor Safety Analysis, City of Ormond Beach Engineering Department, 2024; and

WHEREAS, the unexpected presence of pedestrians near a motor vehicle within the traveled portion of a road increases the risk of collisions, regardless of whether the motor vehicle is in motion or stopped at a traffic signal; and

WHEREAS, person-to-vehicle or vehicle-to-person interactions at intersections on highly traveled public roads are inherently dangerous and have the potential to distract motorists from their driving; and

WHEREAS, the time necessary to complete such interactions may cause the driver of a motor vehicle to delay proceeding in accordance with traffic signals or cause a person within a right-of-way while traffic is stopped temporarily to remain in the roadway after traffic resumes movement; and

WHEREAS, a median zone serves many purposes including: (1) providing a buffer between traffic moving in opposite directions, (2) providing a recovery area for errant vehicles, (3) providing a stopping area in case of emergencies, (4) allowing space for speed changes and storage of left-turning and u-turning vehicles, and (5) providing refuge to pedestrians crossing a street. See; Florida Department of Transportation Design Manual, January 1, 2018; and

WHEREAS, persons loitering on or within median zones of highly traveled and higher speed public roads for purposes other than crossing the road increases the risk of collision between motor vehicles and pedestrians; and

WHEREAS, protecting the health, safety, and welfare of pedestrians and motorists is a significant government interest. *See Cox v. State of New Hampshire*, 312 U.S. 569, 574 (1941) ("[t]he authority of a [governmental entity] to impose regulations in order to assure the safety and convenience of the people in the use of public highways has never been regarded as inconsistent with civil liberties but rather as one of the means of safeguarding the good order upon which they ultimately depend."); *see Bischoff v. Florida*, 242 F. Supp. 2d 1226, 1237 (M.D. Fla. 2003) ("[t]he purpose behind [a legislative act] . . . to ensure public safety on roads . . . is a compelling government interest."); and

WHEREAS, the City Commission recognizes the need for, and the benefits of significant government interests in vehicular safety and the free flow of pedestrian and vehicular traffic; and

WHEREAS, the City Commission has a significant governmental interest in providing and promoting the health, safety, and general welfare of the public by reducing distractions to motorists and unsafe pedestrian movement within or near travel lanes; and

WHEREAS, The City in cooperation with the FDOT has undertaken several pedestrian safety projects in recent years. In addition, when Public Works and the Police Department have prior notice that individuals may congregate next to a roadway (for example, protests, campaigning, parades, special events, etc.) the Police Department and Public Works will place temporary fencing or take other measures along or within a right-of-way to keep individuals safe and out of harm's way of traffic. However, the City cannot protect individuals from non-planned, spontaneous events, such as an individual choosing to dangerously remain on a small median strip between several lanes of fast-moving traffic, or interacting with vehicles on a dangerous roadway. Therefore, this ordinance is necessary to protect these individuals from contact with moving vehicles, maintain traffic flow, and reduce distractions to drivers.

WHEREAS, the purpose of this Ordinance is to regulate the use of the public rights-of-way within the City of Ormond Beach to prohibit activities that interfere with the primary purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, rapidly changing, dangerous traffic movements, increased vehicular accidents and pedestrian and motorist injuries and fatalities; and

WHEREAS, Chapter 166 of the Florida Statutes provides for the broad exercise of home rule authority by the City of Ormond Beach for the protection of the health, safety and welfare of our residents and visitors; and

WHEREAS, Section 316.008, Florida Statutes authorizes the City Commission of the City of Ormond Beach to regulate the use of streets and highways under its jurisdiction; and

WHEREAS, this Ordinance is not intended to limit any person from exercising his or her constitutional rights or engaging in any other constitutionally protected activity unless their conduct also violates the specific terms of this Ordinance. *See McDonald v. City of Pompano Beach, Fla.*, 556 F. Supp. 3d 1334, 1349 (S.D. Fla. 2021) ("But the act of sitting or standing on mediations generally . . . isn't *by itself* communicative."); *also Crocker v. Betty*, 995 F.3d 1232, 1242 (11th Cir. 2021) ("Needless to say, I-95's median isn't a public forum of any stripe."); and

WHEREAS, this Ordinance is intended to apply in an impartial and evenhanded manner to all persons who engage in the activities proscribed herein, regardless of whether a message is intended; and

WHEREAS, the regulations set forth below are narrowly tailored to apply only to identified roadways that present greater risks due to generally higher vehicular traffic volume, roadway speed, documented vehicle crashes and pedestrian injuries, and leave open ample alternative channels of communication; and

WHEREAS, the City Commission finds and determines that the regulations are narrowly tailored in the intent of health, safety, and welfare of the City of Ormond Beach and the general public and serve a legitimate governmental and public purpose, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Findings of Fact. The above recitals are true and correct and incorporated by reference into the body of this Ordinance and adopted as findings of fact.

SECTION TWO. Section 17-10, Reserved, of Chapter 17, Streets, Sidewalks and Other Public Places, of the City of Ormond Beach, Florida, *Code of Ordinances*, is hereby amended to read as follows:

Sec. 17-10. ~~Reserved.~~ Unsafe pedestrian use of public rights-of-way.

(a) Definitions. When used in this Ordinance, the following words, terms, and phrases shall have the meanings set forth below, except where the context clearly indicates a different meaning:

Identified Roadway means SR AIA Atlantic Avenue / Ocean Shore Blvd., SR 40 (Granada Blvd.). Hand Ave., Nova Road, U.S. Highway 1, and Williamson Blvd. It also encompasses the first 300 feet of local roadways intersecting with these identified roadways and any areas within the rights-of-way not designated or intended for pedestrian use. The portions of these identified roadways subject to this Ordinance include the portions within the area open for vehicular traffic (including medians), plus four feet outside of the shoulders and/or curbs.

Legally parked means a vehicle that is standing, stopped, or parked in an area designated, or legally authorized, for parking.

Median means the area dividing a public road that separates lanes of traffic traveling in opposite directions or to control and direct vehicular movement, such as turning movements, to include traffic islands. This area may be paved or unpaved, marked or unmarked, landscaped or non-landscaped, and curbed or uncurbed.

Motor vehicle means a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Person means any natural person or nongovernmental entity or organization of any kind.

Public road means all roads which are open and available for use by the public and dedicated to the public use according to law or by prescription pursuant to Section 335.01(1), Florida Statutes.

Right-of-way means land in which the State, the Department of Transportation, a county, or municipality owns the fee or has an easement devoted to or required for use as a transportation facility pursuant to Section 334.03, Florida Statutes

Traveled portion of a identified roadway means any portion of a identified roadway (including travel lanes, turn lanes, bike lanes, and shoulders) that is normally used by

moving motor vehicle traffic that is not an area designated for or routinely used as a parking area for the general public.

(b) Prohibited Use of Public Road Rights-of-Way.

1. Except as provided herein, or as otherwise permitted by law, it is unlawful to make any use of the public rights-of-way in a manner that interferes with the safe and efficient movement of people and property from place to place on a public road, street, or highway. Such prohibited activity includes by way of example and not limitation:

   i. Engaging in any physical interaction between a pedestrian and an occupant of a motor vehicle, including the transfer of any product, material, or monies, while the motor vehicle is located on the traveled portion of identified roadway and is not legally parked.

   ii. Stopping, sitting, standing, or otherwise occupying or remaining in a median on an identified roadway by a person when that person is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws, regulations, and ordinances. Stopping, sitting, standing, or otherwise occupying or remaining in a median through two (2) consecutive opportunities to cross in accordance with applicable traffic and safety laws is prima facie evidence of a violation of this subsection ii.

2. Nothing in this Section (b) shall prohibit the following:

   i. Law enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority;

   ii. A person conducting inspection, construction, maintenance, repair, survey, or other legally authorized services;

   iii. A person responding to lend aid during an emergency situation or who is within the roadway due to a mechanical or physical defect in his or her vehicle that occurred while driving in the roadway;

   iv. Entering or exiting a bus or other public transit system; or

   v. Use of public road rights-of-way that have been closed to vehicular traffic for a special event permitted by the appropriate government entity.

(c) Enforcement and Penalties.

1. This Ordinance may be enforced by the Ormond Beach Police Department and other law enforcement agencies.

2. A first-time violator of this Ordinance shall be provided a warning.

3. A second or subsequent violation of this Ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted. Upon conviction, a violator shall be punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment, as provided in section 775.082 or 775.083 Florida Statutes.

4. Each violation of this Ordinance shall constitute a separate violation.

5. Due to the transient nature of these activities, each incident occurring more than every twenty (20) minutes after the violation has been corrected shall constitute a separate violation.

(d) Additional Remedies. In addition to any civil or criminal penalties which may be imposed pursuant to Section (c), above, the City shall have recourse to such remedies in law and equity as may be necessary to insure compliance with the provisions of this Ordinance, including but not limited to injunctive relief to enjoin and restrain any person from violating this Ordinance and/or any other relief available pursuant to law or equity.

SECTION THREE. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be unconstitutional, preempted by federal or state law, or otherwise invalid by any court of competent jurisdiction, such unconstitutionality, preemption, or invalidity shall not be construed as to render unconstitutional, preempted, or invalid the remaining sections, sentences, clauses, and phrases of this Ordinance.

SECTION FOUR. Effective Date. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 7th day of May, 2024.

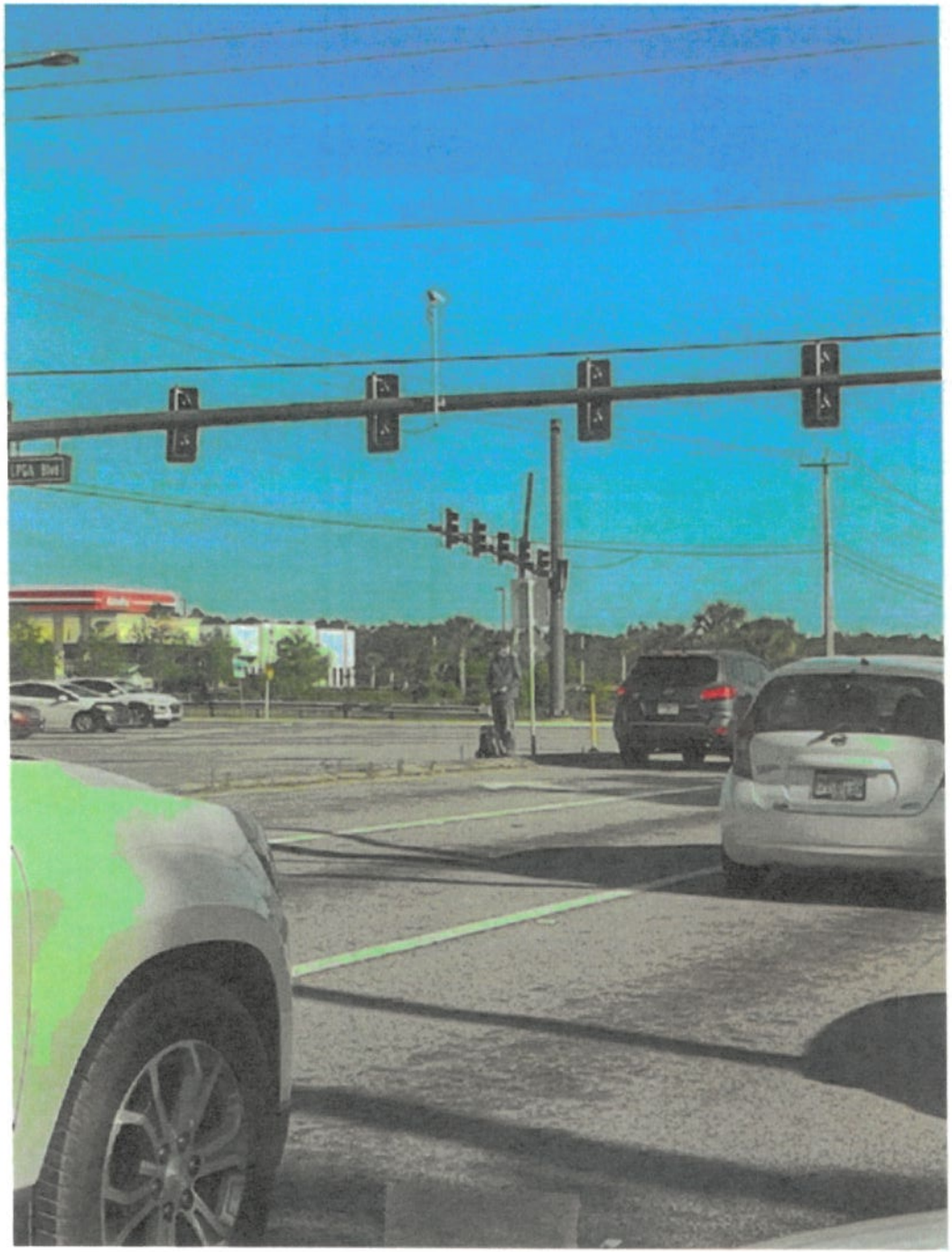
PASSED UPON at the second reading of the City Commission, this 21st day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

FN: 1



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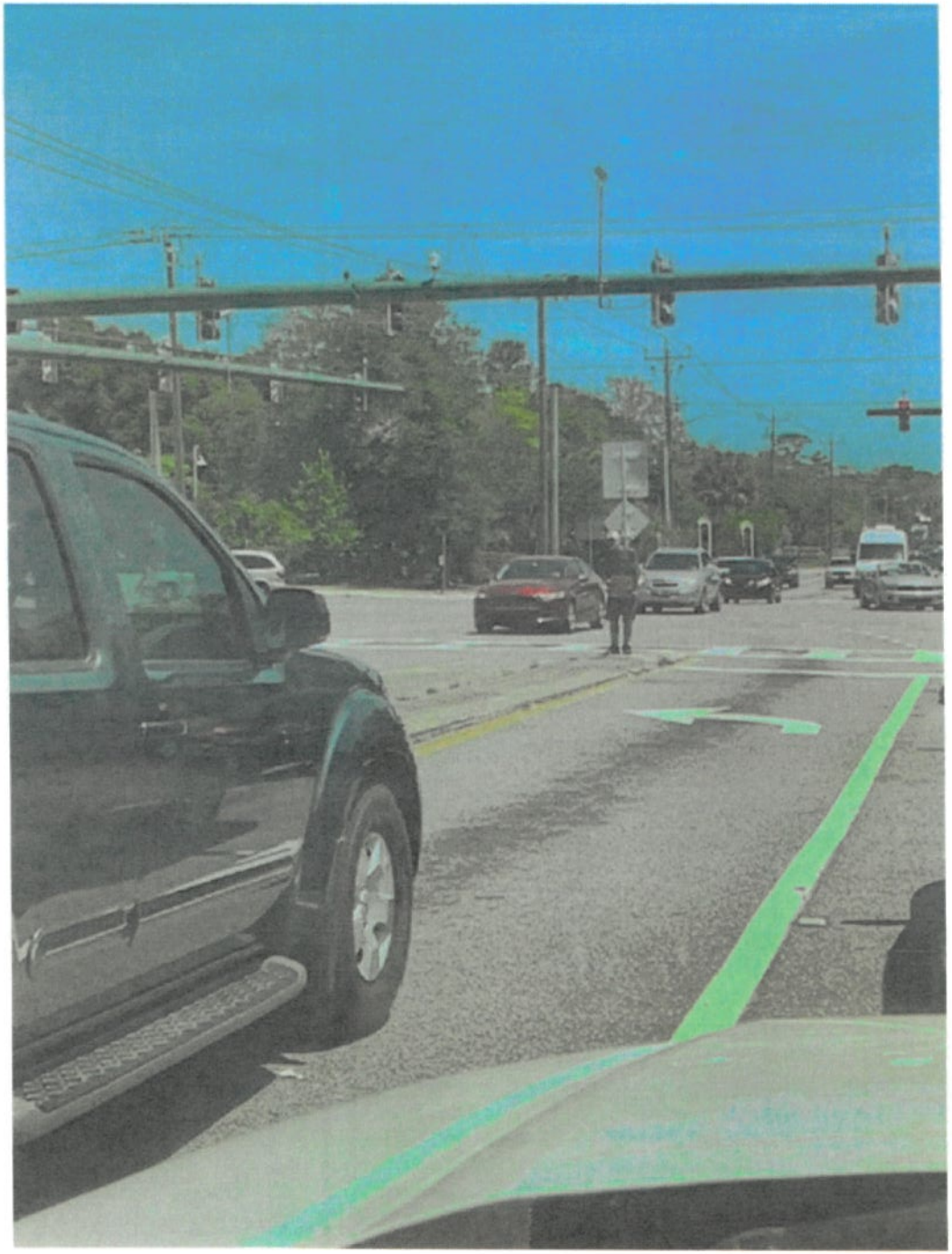

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STOP WAR
FREE
PALESTINE
NO CHILD BORN TO DIE
FREE
PALESTINE
FREE
PALESTINE
PARKS

FN: 2

FN: 3

FN: 3

Corridor Safety Analysis

Engineering Department

April, 2024

PUBLIC WORKS

WORKING TOGETHER FOR ORMOND BEACH

Table of Contents

Section	**Page**
Introduction	3
Traffic Volumes	3
Crash Data	6
Conclusions	6
Appendix ‘A’ – Signal 4 Crash Data	7
Appendix ‘B’ – Smart Growth America’s Dangerous By Design	50

Introduction

At the request of the Ormond Beach City Attorney's Office, the Engineering Department reviewed the roadway network within the City limits of the City of Ormond Beach for the purpose of identifying those roadways that pose the greatest risk to users. The City has been included in recent studies, most notably Smart Growth America's *Dangerous By Design*, where combined with Daytona Beach and Deltona this region was identified as posing the greatest risk for pedestrians when interacting with vehicular traffic. An excerpt of the tabulated data from this published study is provided as Table 1, below.

Rank	Metro area	Average ped deaths/100k people per year	Pedestrian deaths (2016-2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
1	Deltona-Daytona Beach-Ormond Beach, FL	4.25	140	61%	0.68	0.97
2	Albuquerque, NM	4.19	192	35%	-0.48	1.91
3	Memphis, TN-MS-AR	3.93	264	49%	2.15	1.77
4	Tampa-St. Petersburg-Clearwater, FL	3.55	559	50%	-0.41	0.54
5	Charleston-North Charleston, SC	3.54	140	56%	1.36	1.57
6	Jacksonville, FL	3.44	264	60%	0.19	0.24
7	Bakersfield, CA	3.41	152	31%	0.06	0.68
8	Orlando-Kissimmee-Sanford, FL	3.37	431	22%	-0.72	0.6
9	Stockton, CA	3.35	126	44%	-0.74	1.52
10	Fresno, CA	3.25	161	24%	1.22	1.24

Table 1: Smart Growth America's Tabulated Metro Areas, *Dangerous by Design 2023*

While this community has taken a number of steps to improve safety for non-vehicular users of the public right-of-way, it is recognized that the activities of less than cautious individuals can lead to accidents, injuries, and in extreme conditions fatalities.

Traffic Volumes

In identifying those roadway segments where the incidence of dangerous interactions between motorized vehicle (passenger cars, trucks, motorcycles) and non-motorized users (pedestrians, bicyclists), the City limited its review of arterial and collector roadway, and initially reviewed published Annual Average Daily Traffic Information from the Florida Department of Transportation (FDOT_. This information provided on FDOT's website, Florida Traffic Online ((https://tdaappsprod.dot.state.fl.us/fto/) provides the expected Daily Traffic

throughout the State of Florida, where for this investigation, staff focused on the Daily Traffic levels for those major roadway segments with the limits of the City of Ormond Beach. Figure 1 shows AADT data provided on the FDOT website. Values or the identified roadway corridors are provided in Table 2 below.

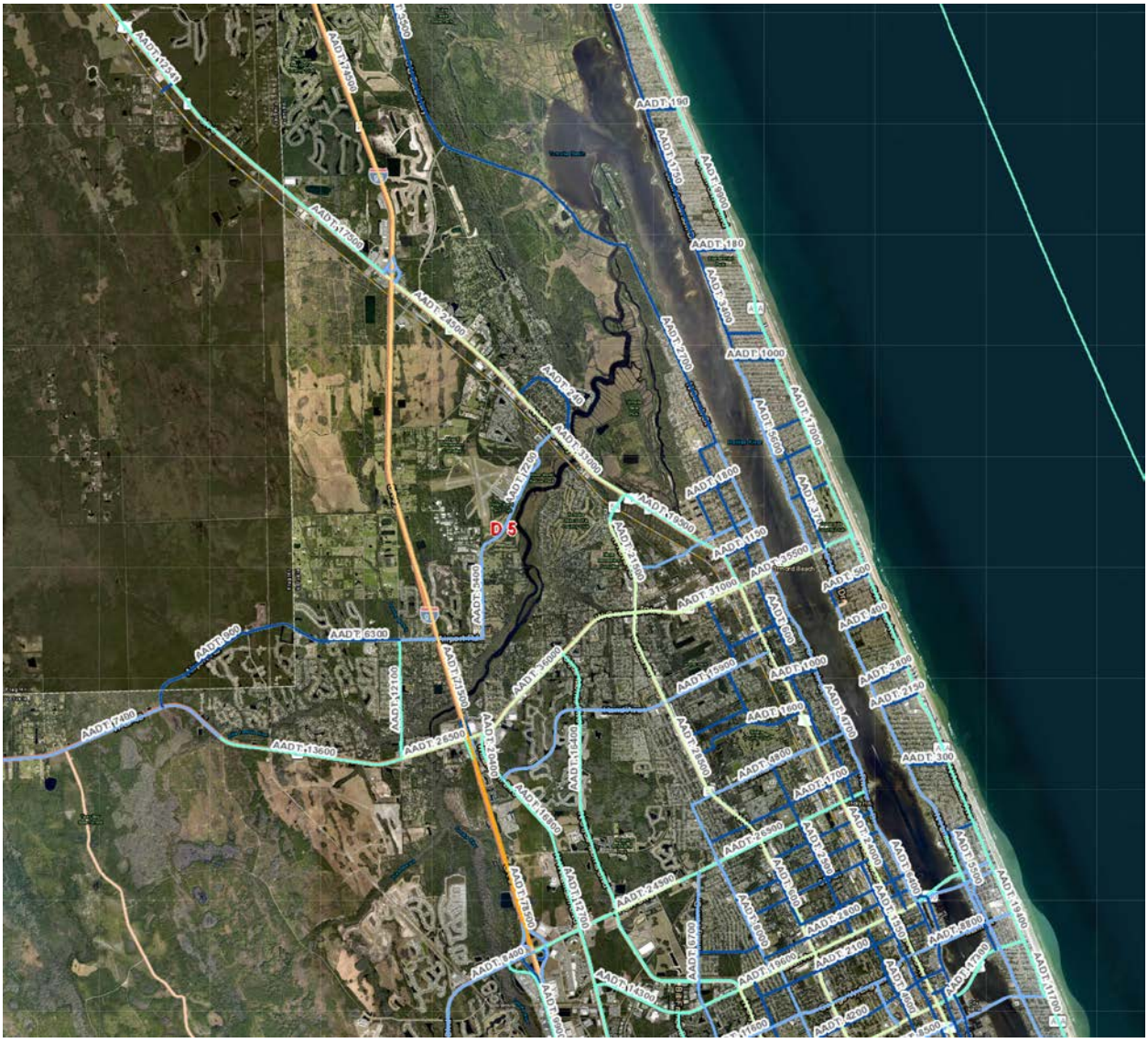


Figure 1: Florida Traffic Online view of Ormond Beach.

Roadway Segment	From	To	AADT (Trips Per Day, 2022)	Speed Limit (mph)
A1A (Atlantic Avenue)	South City Limits (Harvard Drive)	SR 40 (Granada Blvd.)	17,000	35
A1A (Ocean Shore Blvd	SR 40 (Granada Blvd.)	North Ciy Limits (Ormond Mall)	17,000	35
Clyde Morris Blvd.	South City Limts	SR 40 (Granada Blvd.)	16,400	35/40/45
West Granada Blvd. (SR 40)	Rima Ridge Road	Shadow Crossings Blvd.	7,400	
West Granada Blvd. (SR 40)	Shadow Crossings Blvd.	Tymber Creek Road	13,600	50
West Granada Blvd. (SR 40)	Tymber Creek Road	I-95	26,500	50
West Granada Blvd. (SR 40)	I-95	Clyde Morris Blvd	36,000	45
West Granada Blvd. (SR 40)	Clyde Morris Blvd	Nova Road	36,000	45
West Granada Blvd. (SR 40)	Nova Road	US 1	31,000	45
West Granada Blvd. (SR 40)	US 1	Halifax Drive	35,500	35
East Granada Blvd. (SR 40)	Halifax Drive	A1A	21,500	35
Hand Avenue	US 1	Nova Road	15,900	25
Hand Avenue	Nova Road	Clyde Morris Blvd.	15,900	45
Hand Avenue	Clyde Morris Blvd.	Williamson Blvd	15,900	50
Nova Road	South City Limits	West Granada Blvd. (SR 40)	28,500	45
Nova Road	West Granada Blvd. (SR 40)	US 1	21,500	45
Roadway Segment	From	To	AADT (Trips Per Day, 2022)	Speed Limit (mph)

US 1 (N. Ridgewood Ave)	South City Limits	Hand Avenue	24,000	40
US 1 (S Yonge Street)	Hand Avenue	SR 40 (Granada Blvd.)	22,000	40
US 1 (N Yonge Street)	SR 40 (Granada Blvd.)	Nova Road	19,500	45/55
US 1	Nova Road	Airport Road	33,000	55
US 1	Airport Road	I-95	24,500	55
US 1	I-95	Flagler County Line	17,500	55
Williamson Blvd.	South City limits	Granada Blvd.	20,400	40

Table 2: Tabulated Data from Florida Traffic On-line

Setting the minimum threshold for significant roadways as 15,000 Average Daily Trip (Annual), the following roadway segments are ones identified as potentially providing a higher risk to users including pedestrians, and passive users not utilizing the roadway for travel.

- SR A1A Atlantic Avenue / Ocean Shore Blvd.
- SR 40 (Granada Blvd.
- Hand Avenue
- Nova Road
- U.S. Highway 1
- Williamson Blvd.

Crash Data

In order to further support the identification of these roadway segments as those where caution should be exercised, City Staff reviewed crash data for the past ten years available at the University of Florida's Signal 4 Database. The data obtained from this research is provided in Appendix 'A' to this report and show that these roadway segments are ones that experience high levels of crashes.

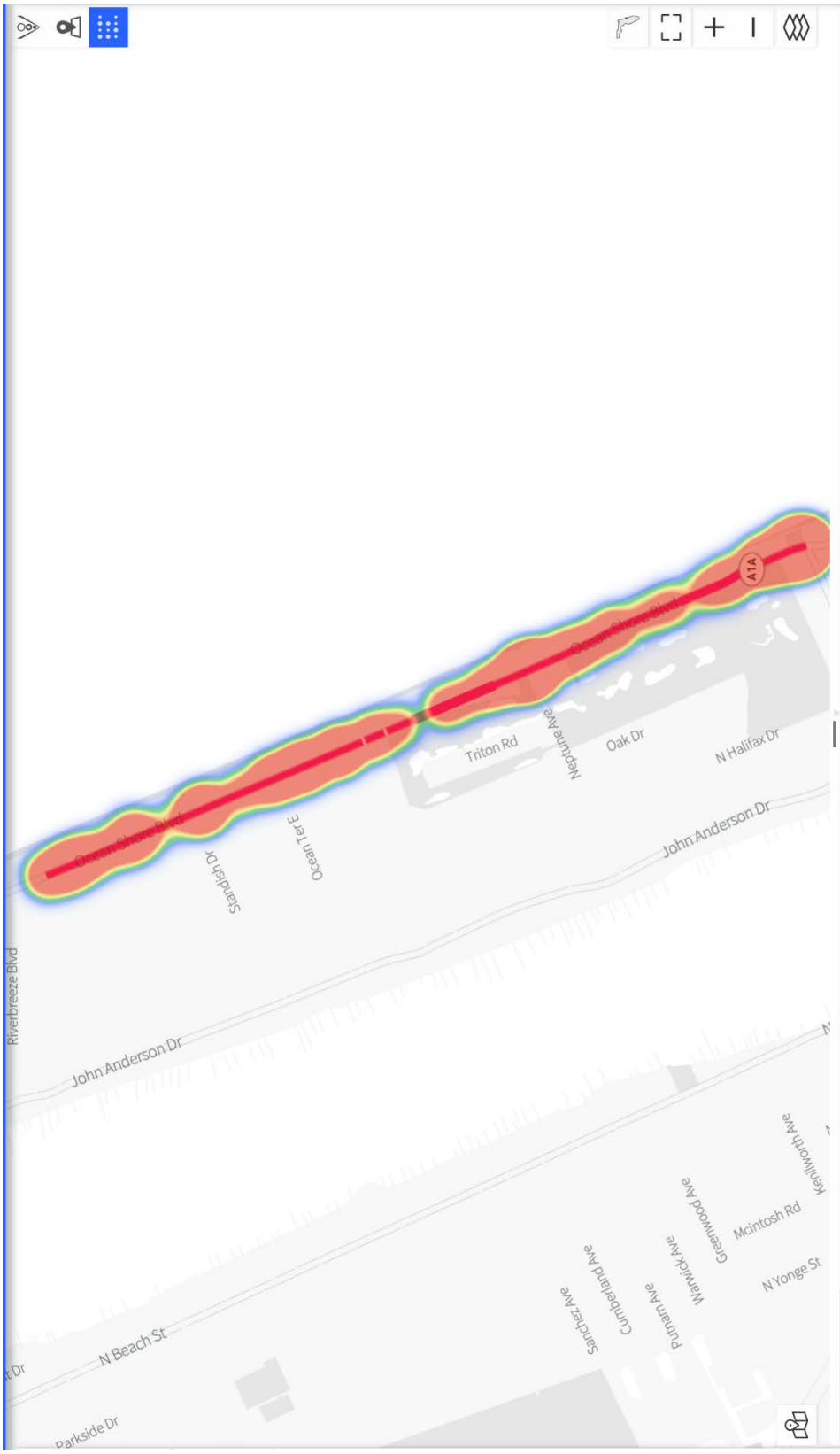
Conclusions

The major roadways within the City of Ormond Beach are ones that can support users of all types, however due to the high volume of traffic and risk of accidents and injury, extreme caution should be used by users and passive use of the right of way should be discouraged.

Appendix ‘A’

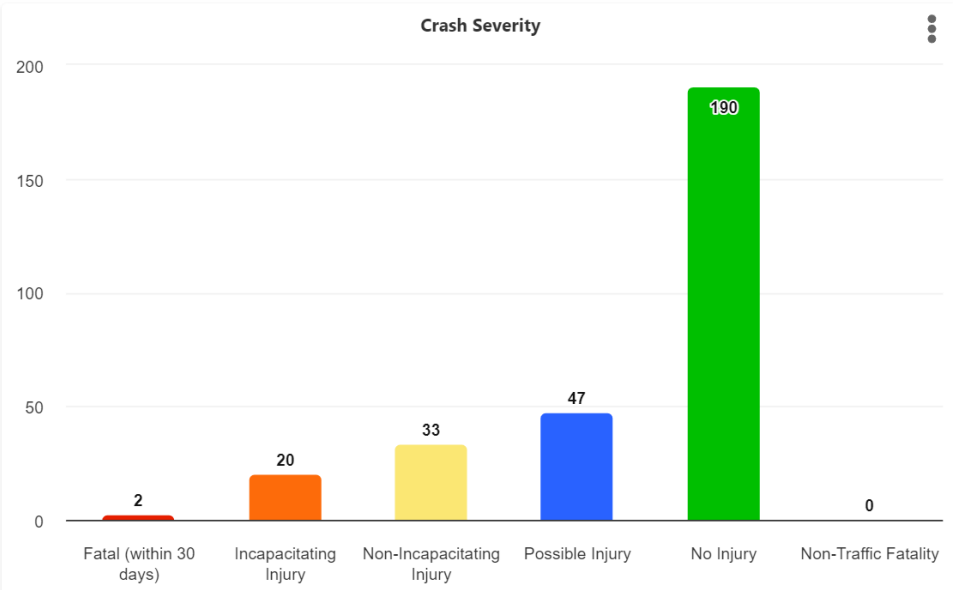
Crash Data from University of Florida’s Signal 4 Analytics

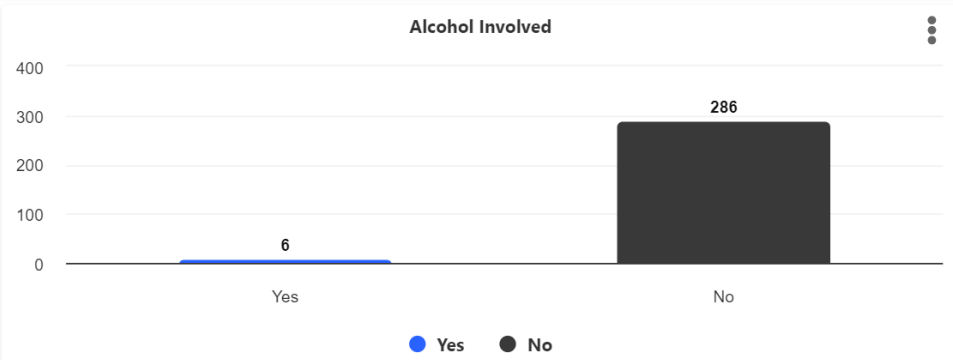
S.R. A1A
(North City Limits to Granada Blvd.)

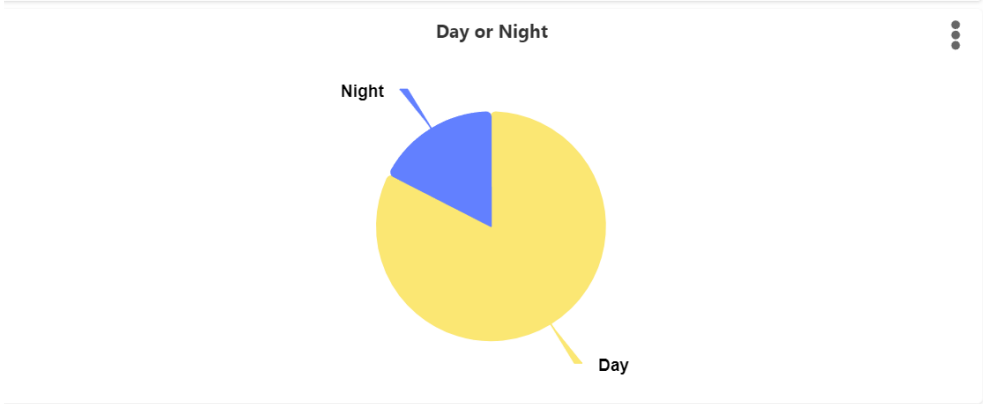


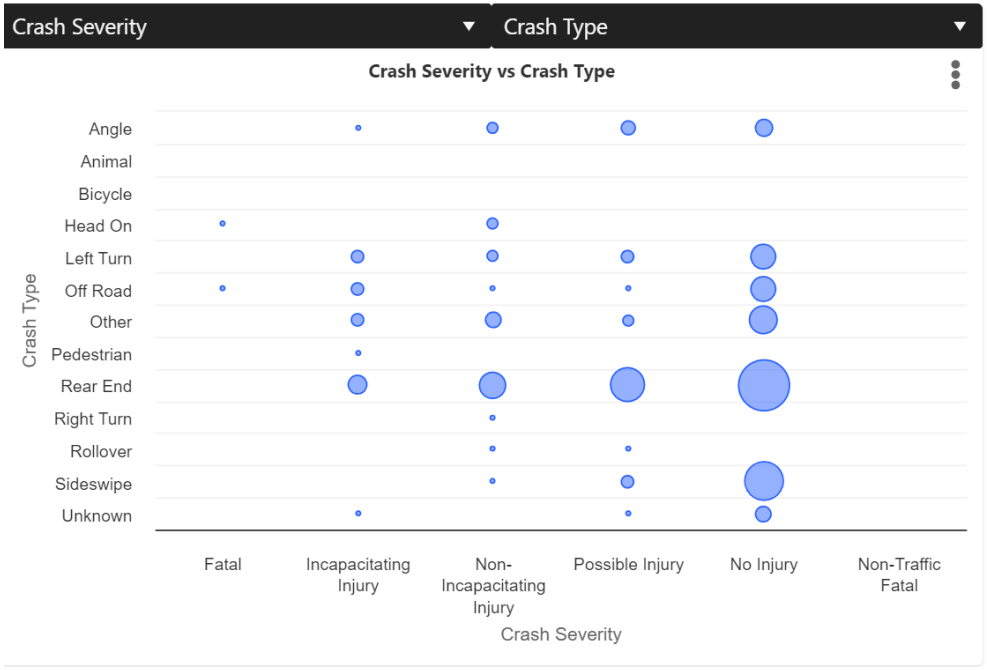
Injury Summary Common Attributes FDOT Attributes

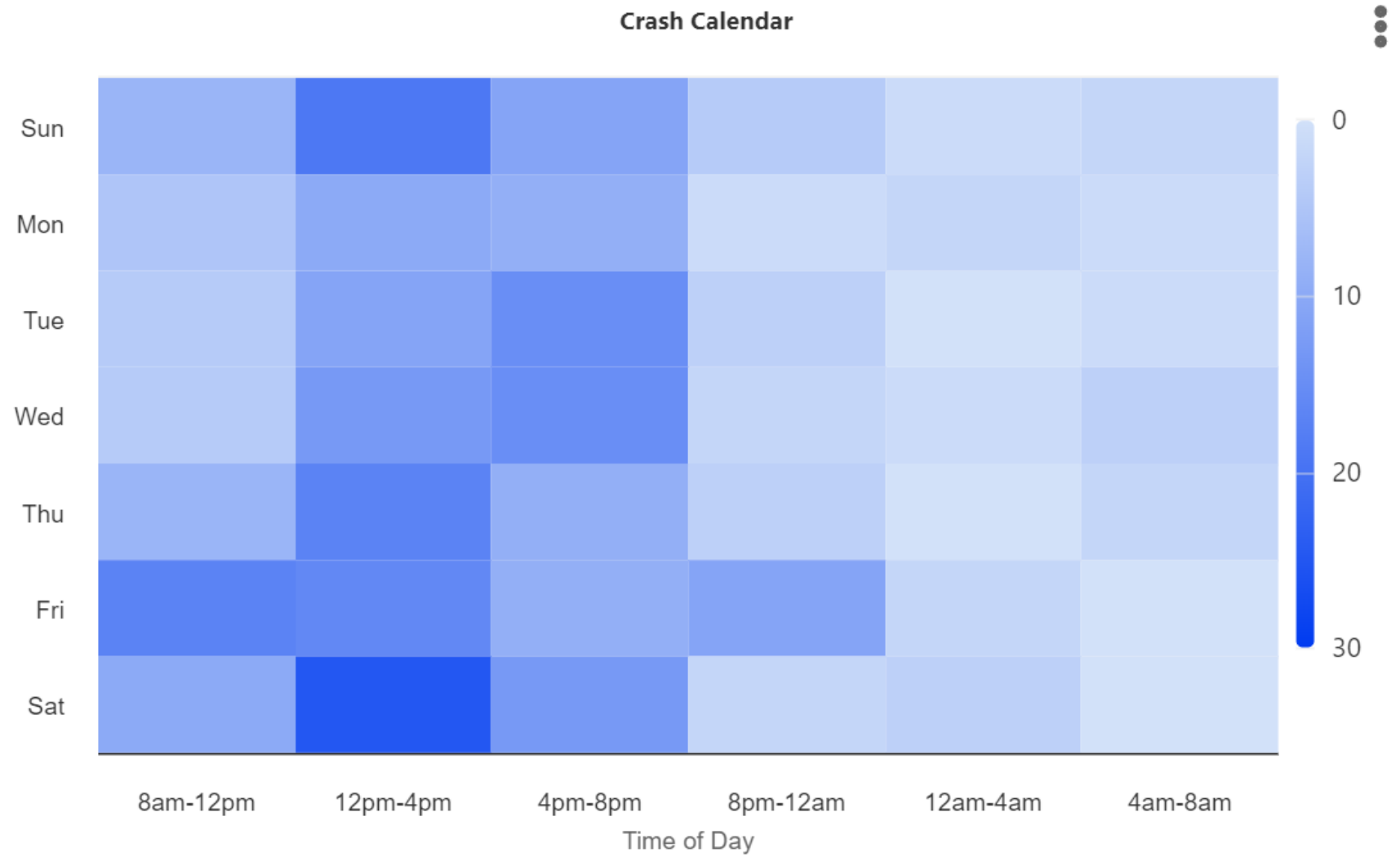
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	292	2	20	80	190
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	22	0	22	0	0
Non-Incapacitating Injuries	43	1	2	40	0
Possible Injuries	75	0	0	75	0
No Injuries	674	0	26	136	512
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
200
150
100
50
0
2
20
33
47
190
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
300
200
100
0
6
286
Yes
No
Yes
No


Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

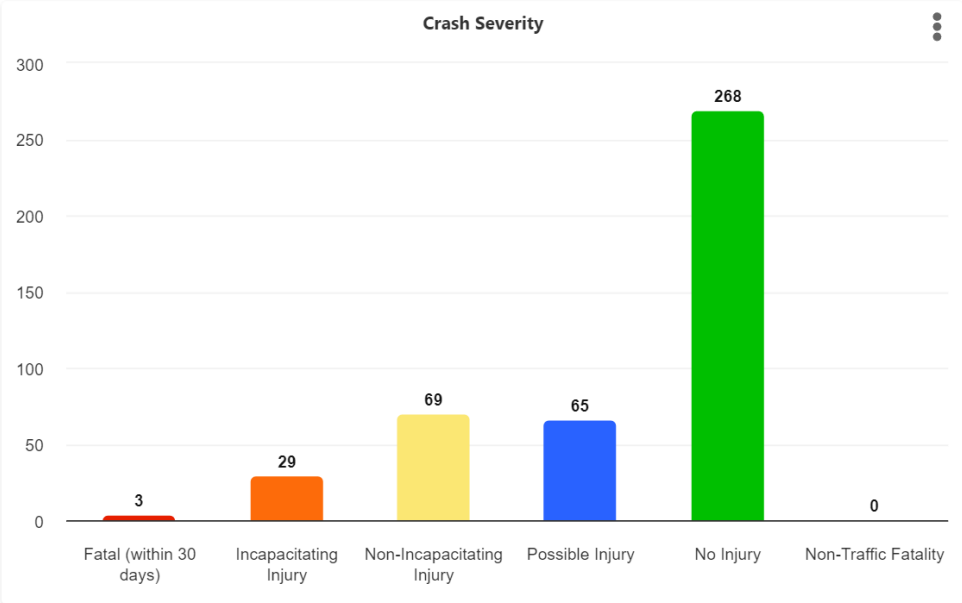


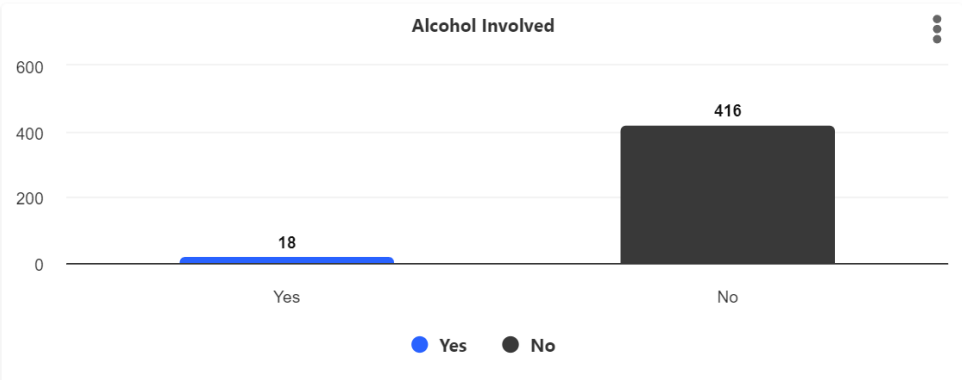
Geolocation Status

S.R. A1A
(Granada Blvd. to South City Limits)

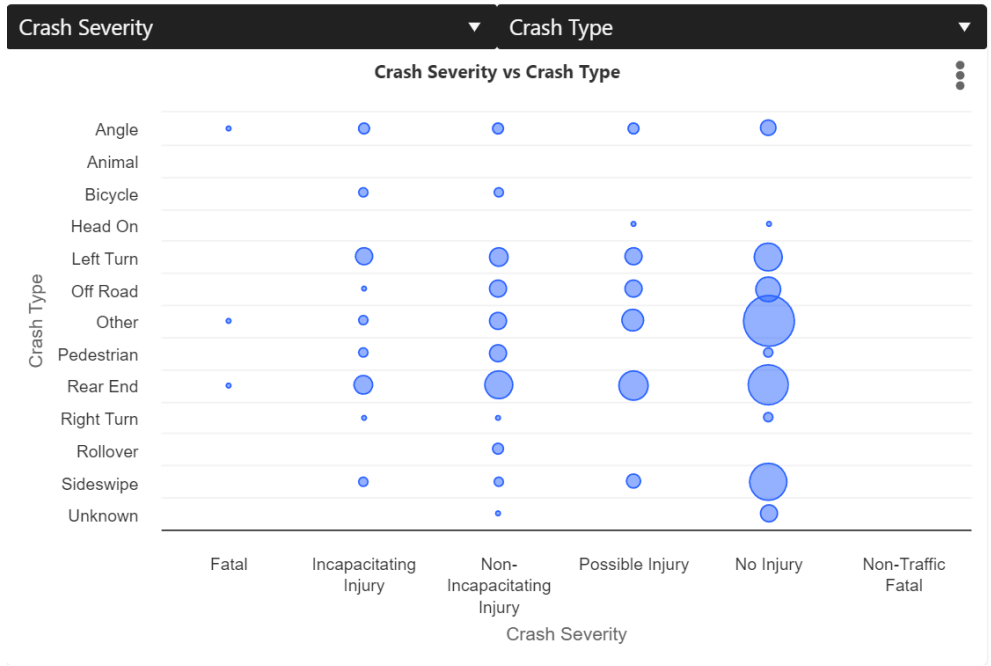
Injury Summary Common Attributes FDOT Attributes

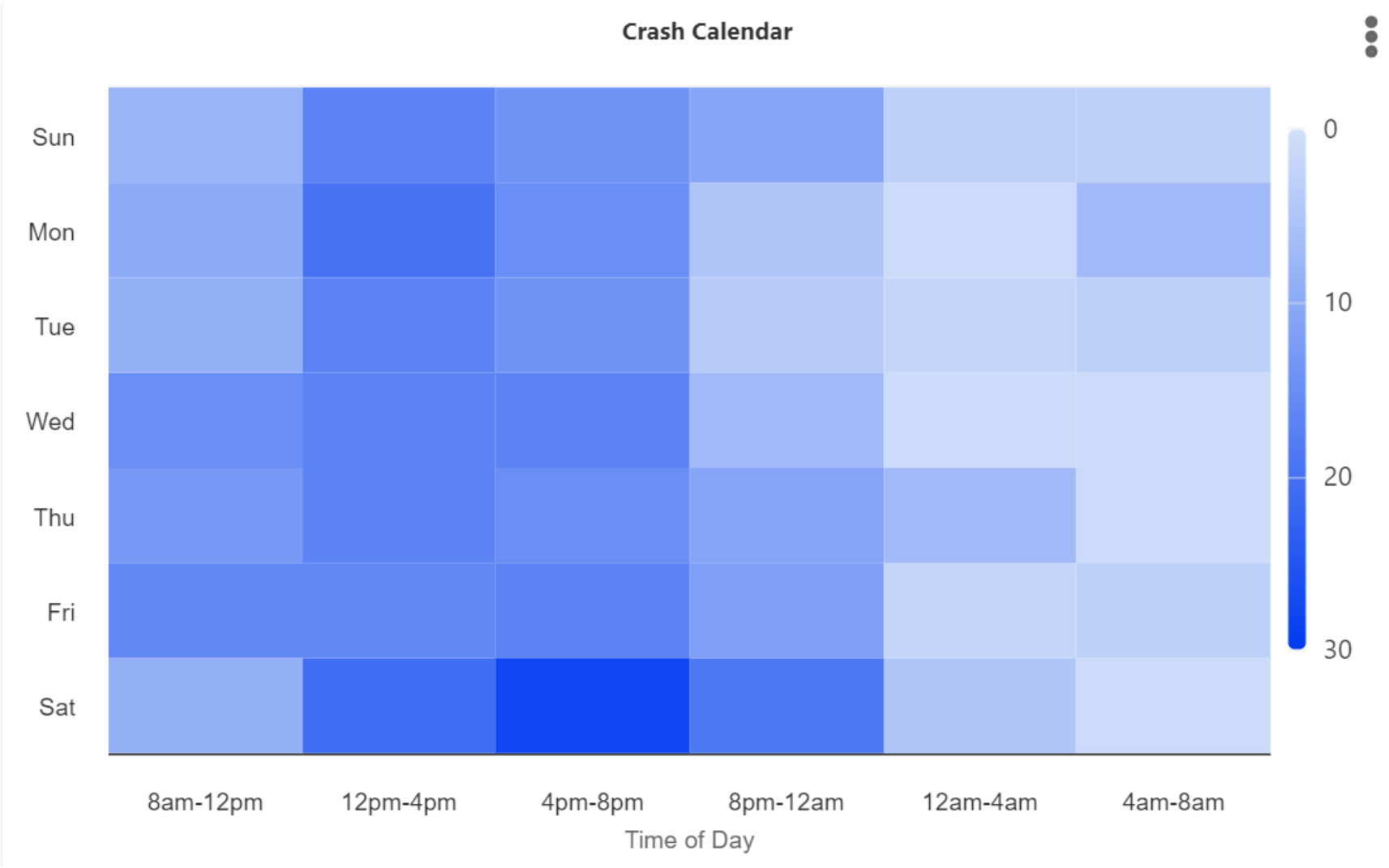
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	434	3	29	134	268
Fatalities (within 30 Days)	3	3	0	0	0
Incapacitating Injuries	36	4	32	0	0
Non-Incapacitating Injuries	92	1	5	86	0
Possible Injuries	129	2	8	119	0
No Injuries	896	4	39	185	668
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
300
250
200
150
100
50
0
3
29
69
65
268
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

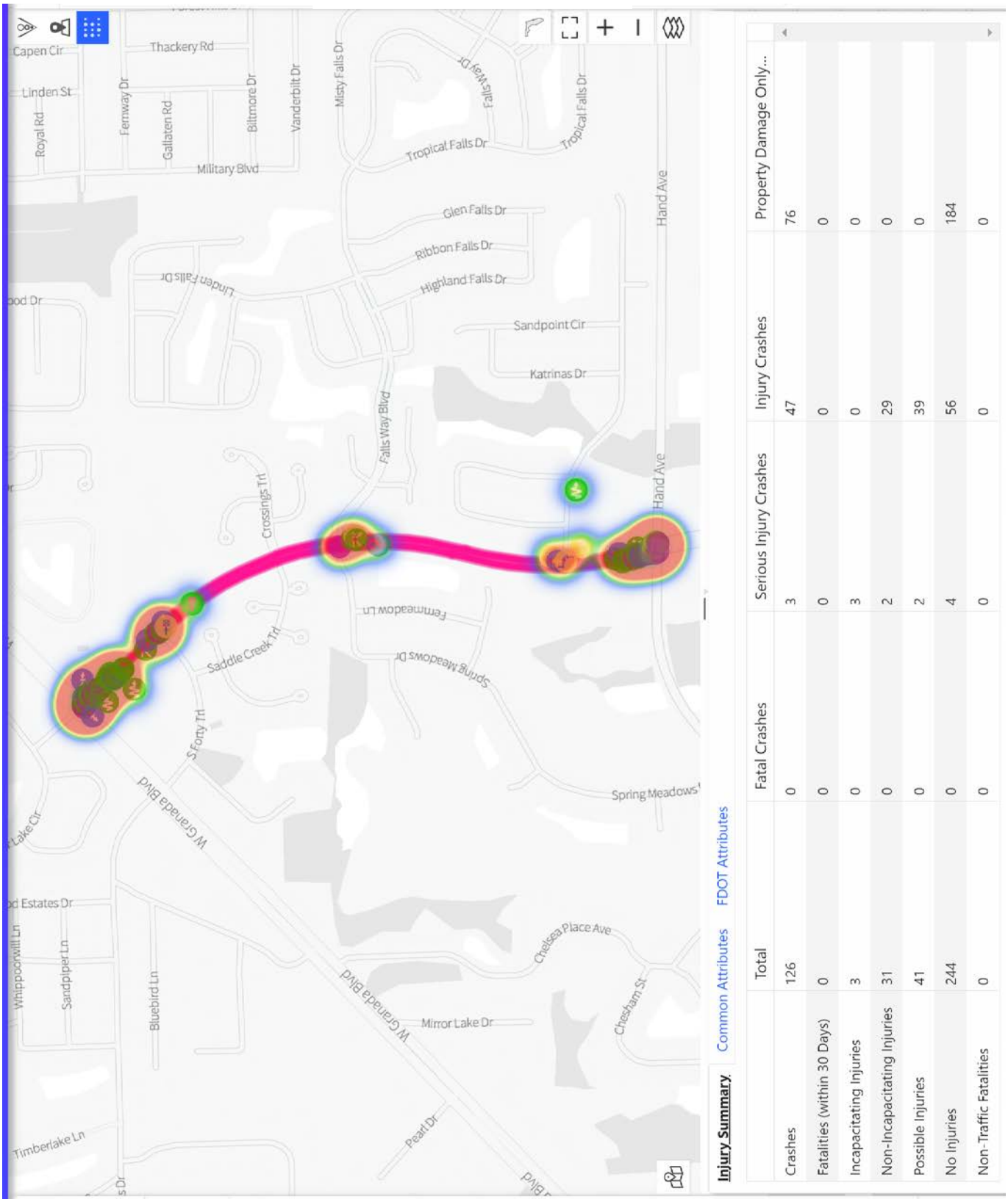

Alcohol Involved
600
400
200
0
18
416
Yes
No
Yes
No

Day or Night
Night
Day

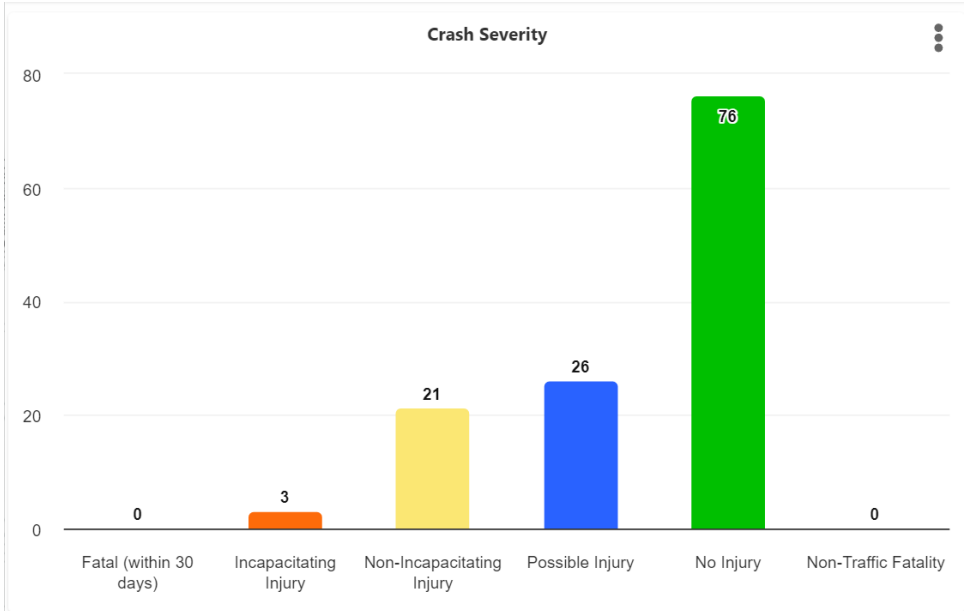

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

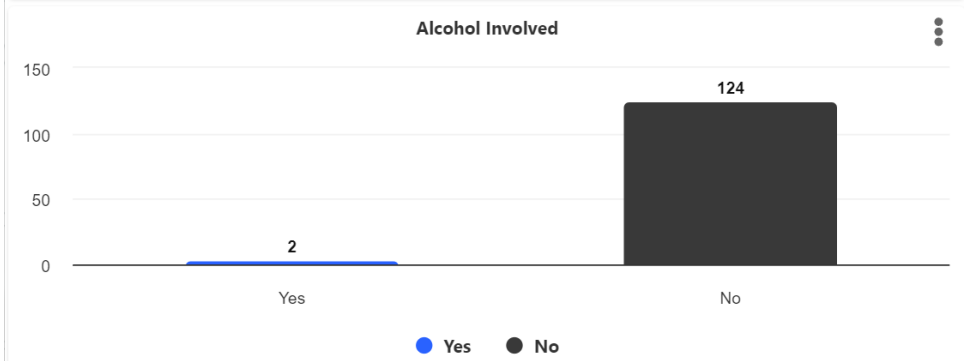

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

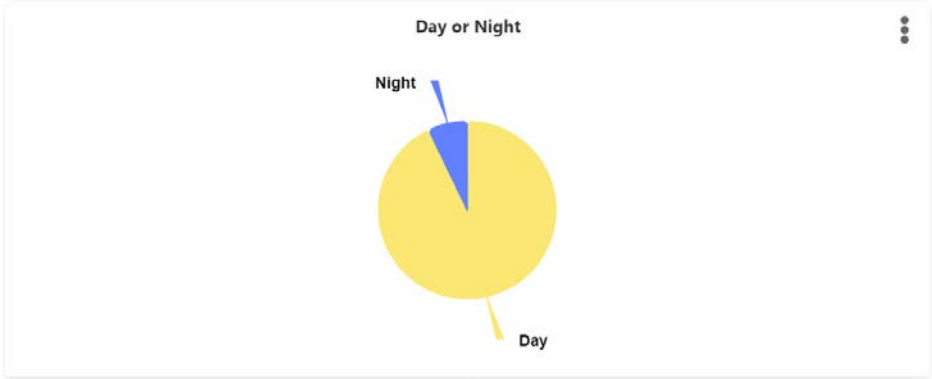
Clyde Morris Blvd.
(Granada Blvd. to Hand Ave.)

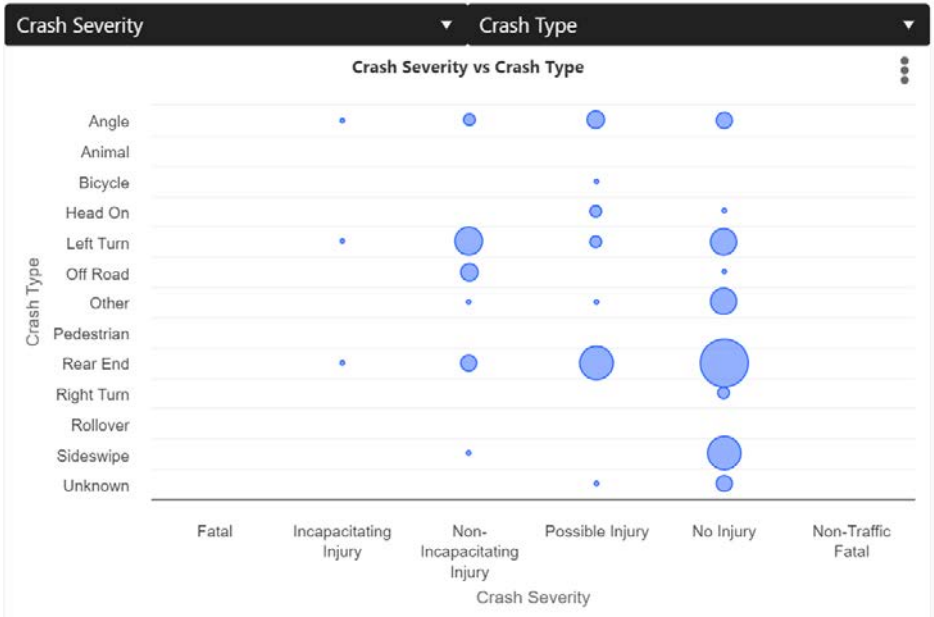


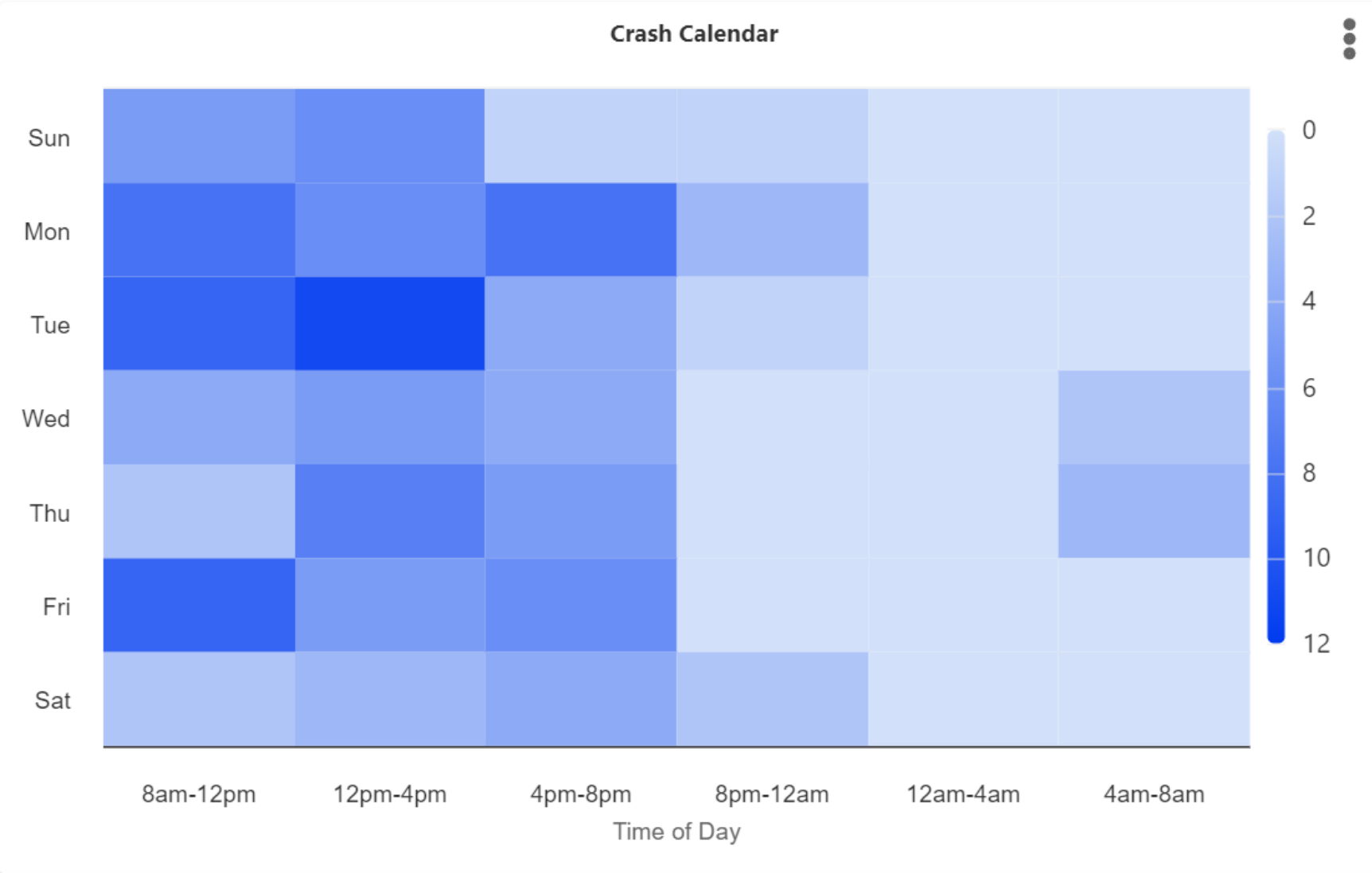
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	126	0	3	47	76
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	3	0	3	0	0
Non-Incapacitating Injuries	31	0	2	29	0
Possible Injuries	41	0	2	39	0
No Injuries	244	0	4	56	184
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
80
60
40
20
0
0
3
21
26
76
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

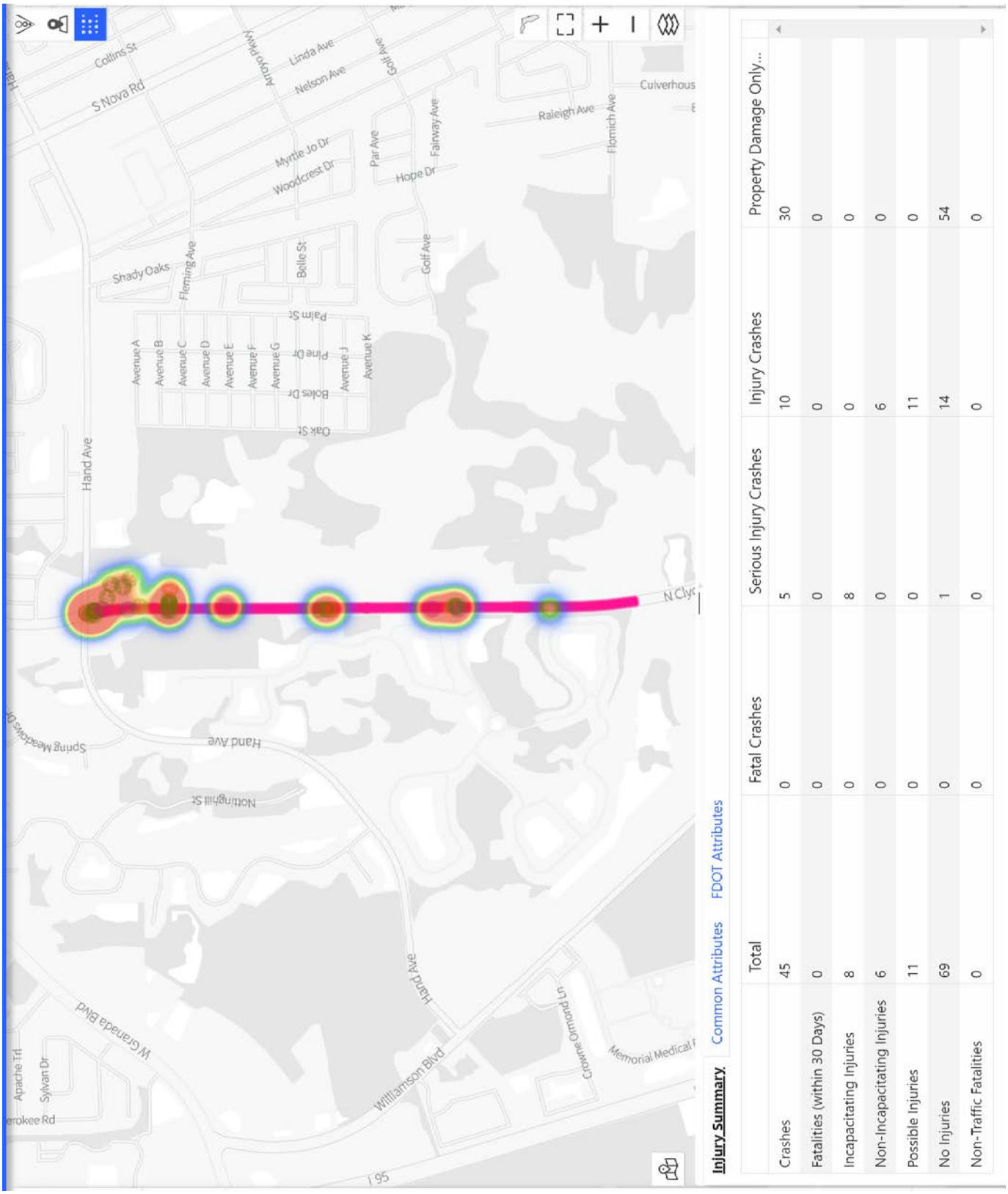

Alcohol Involved
150
100
50
0
2
124
Yes
No
Yes
No


Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

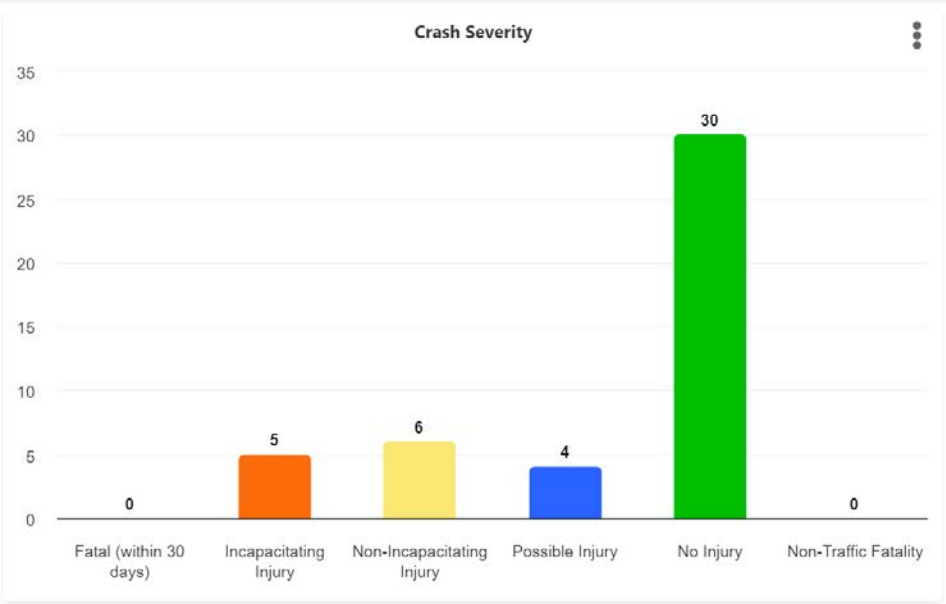

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
12
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

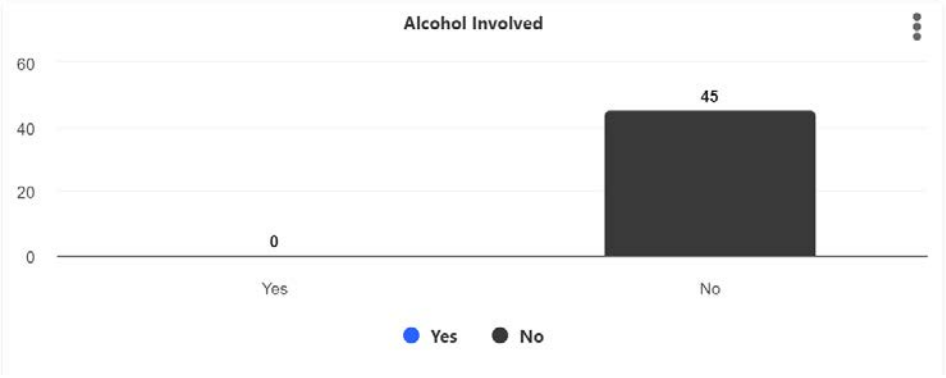
Clyde Morris Blvd.
(Hand Avenue to South City Limits)

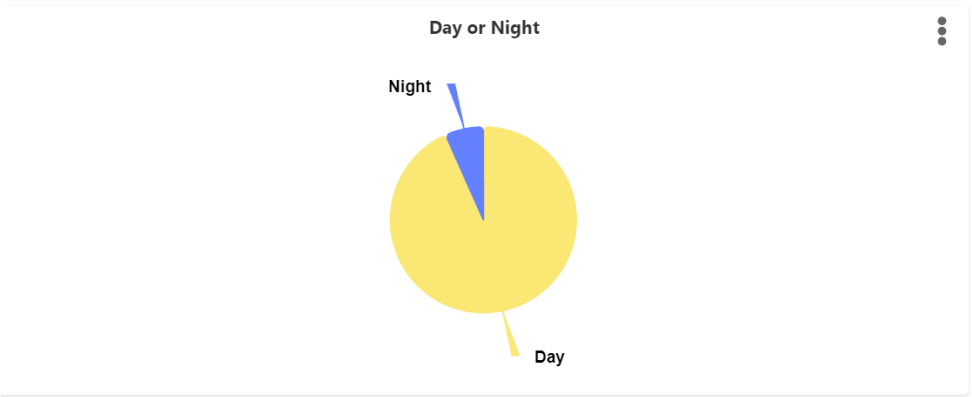


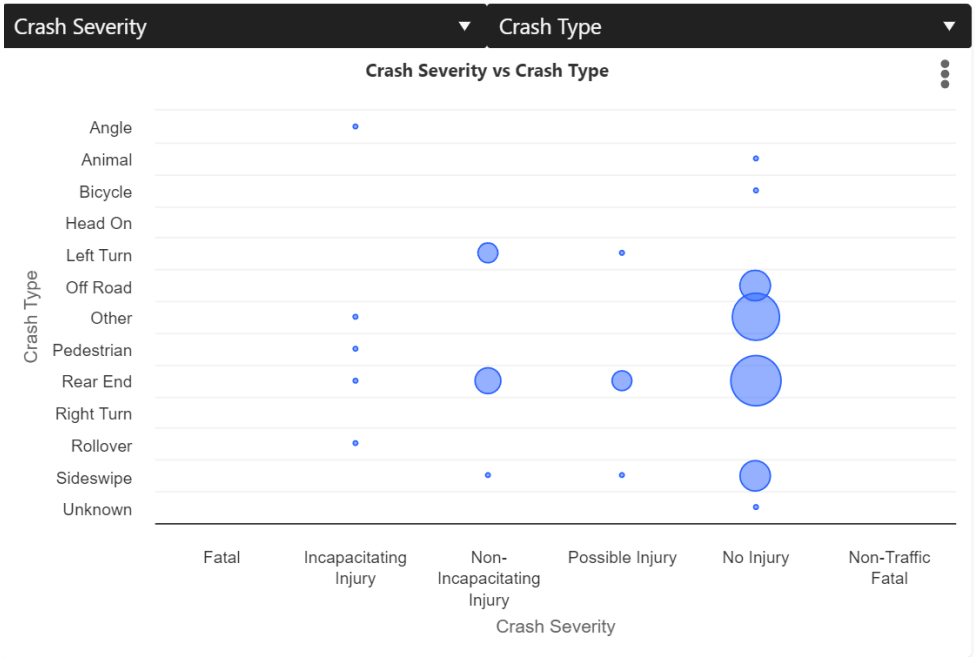
Injury Summary | Common Attributes | FDOT Attributes

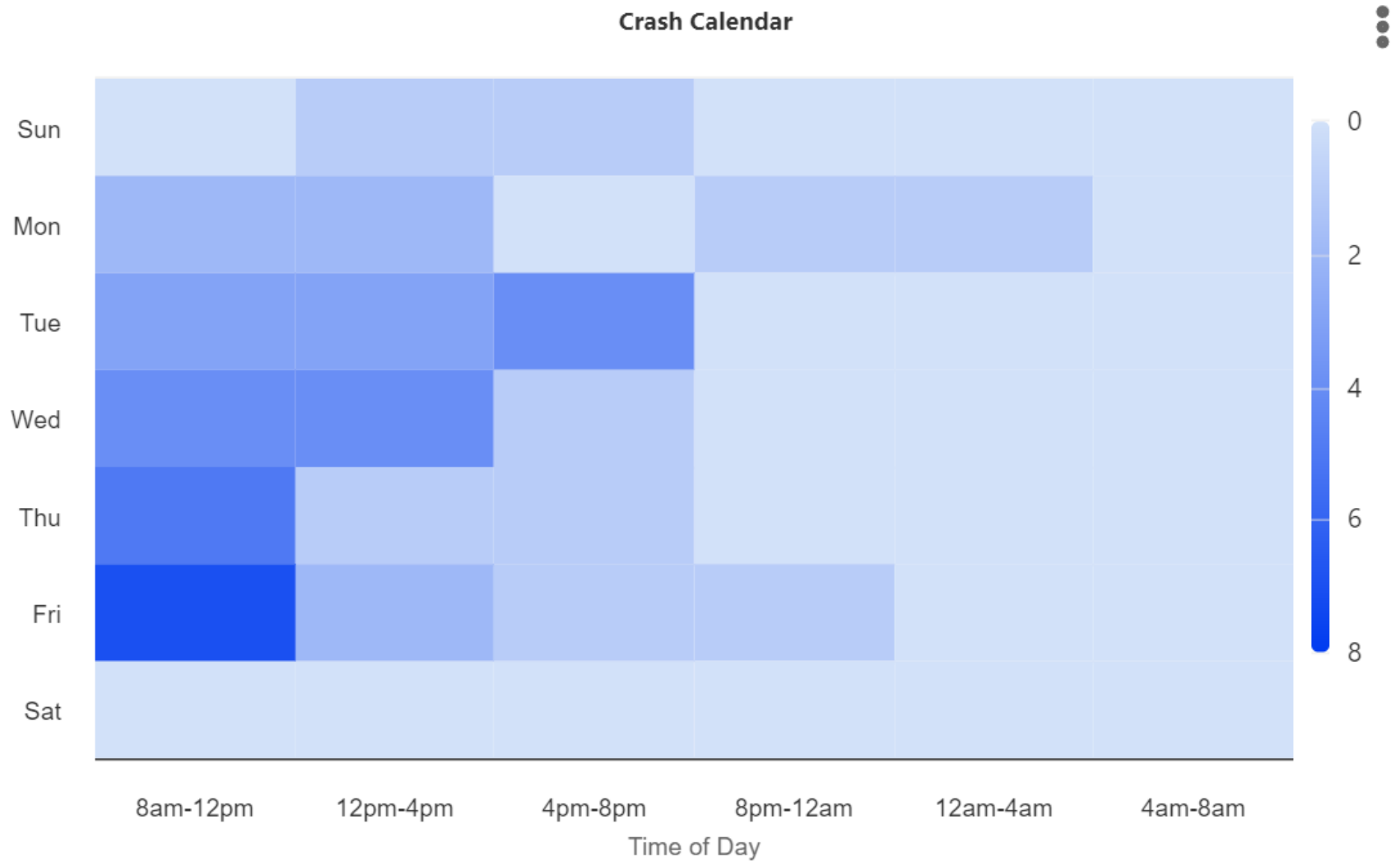
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	45	0	5	10	30
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	8	0	8	0	0
Non-Incapacitating Injuries	6	0	0	6	0
Possible Injuries	11	0	0	11	0
No Injuries	69	0	1	14	54
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
35
30
25
20
15
10
5
0
0
5
6
4
30
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
60
40
20
0
0
45
Yes
No
Yes
No


Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

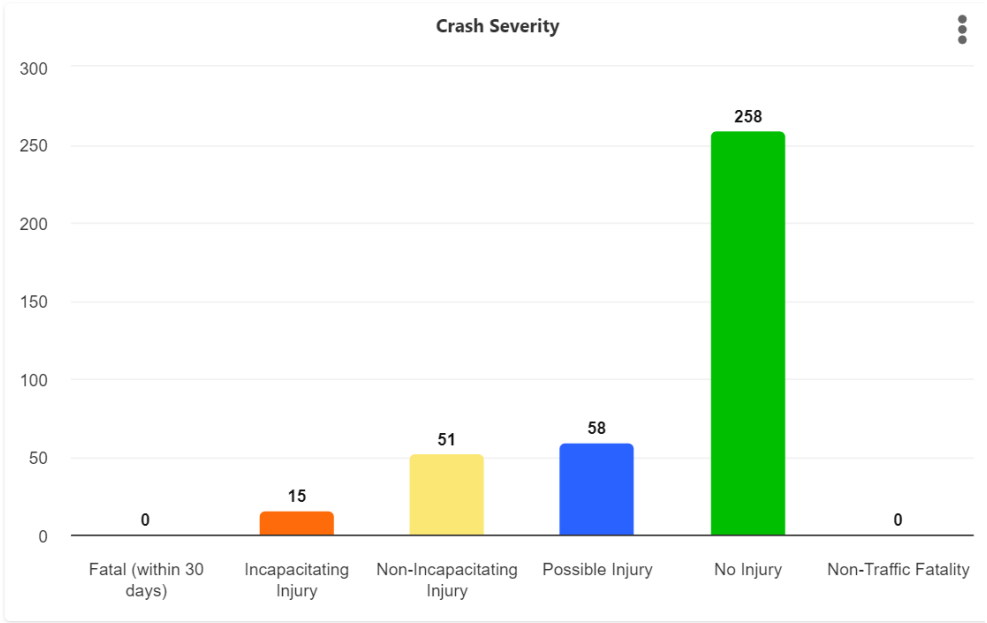

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

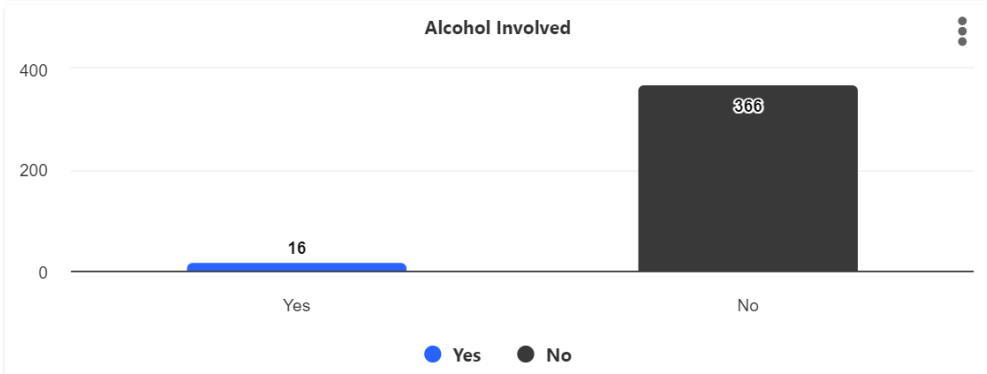
Granada Blvd.
(S.R. A1A to John Anderson Drive)

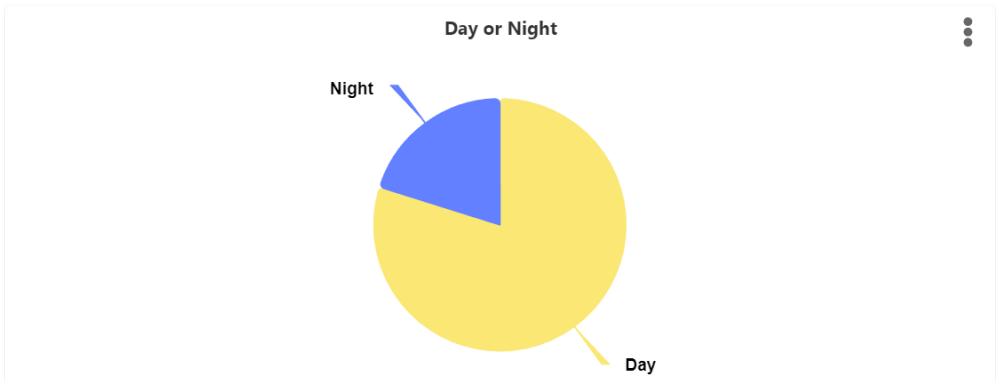
Injury Summary

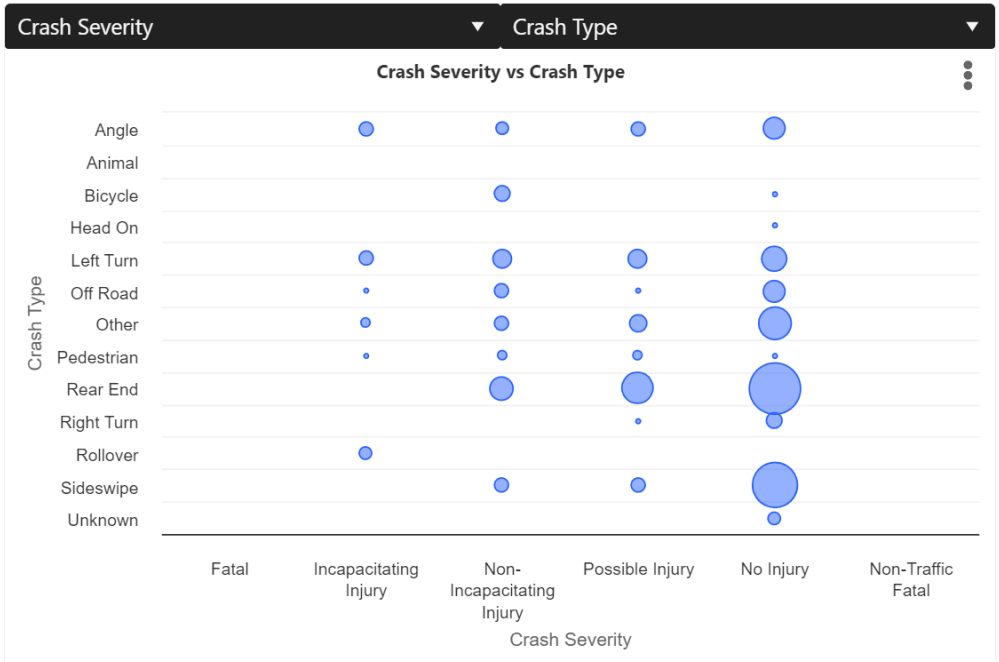
Common Attributes | FDOT Attributes

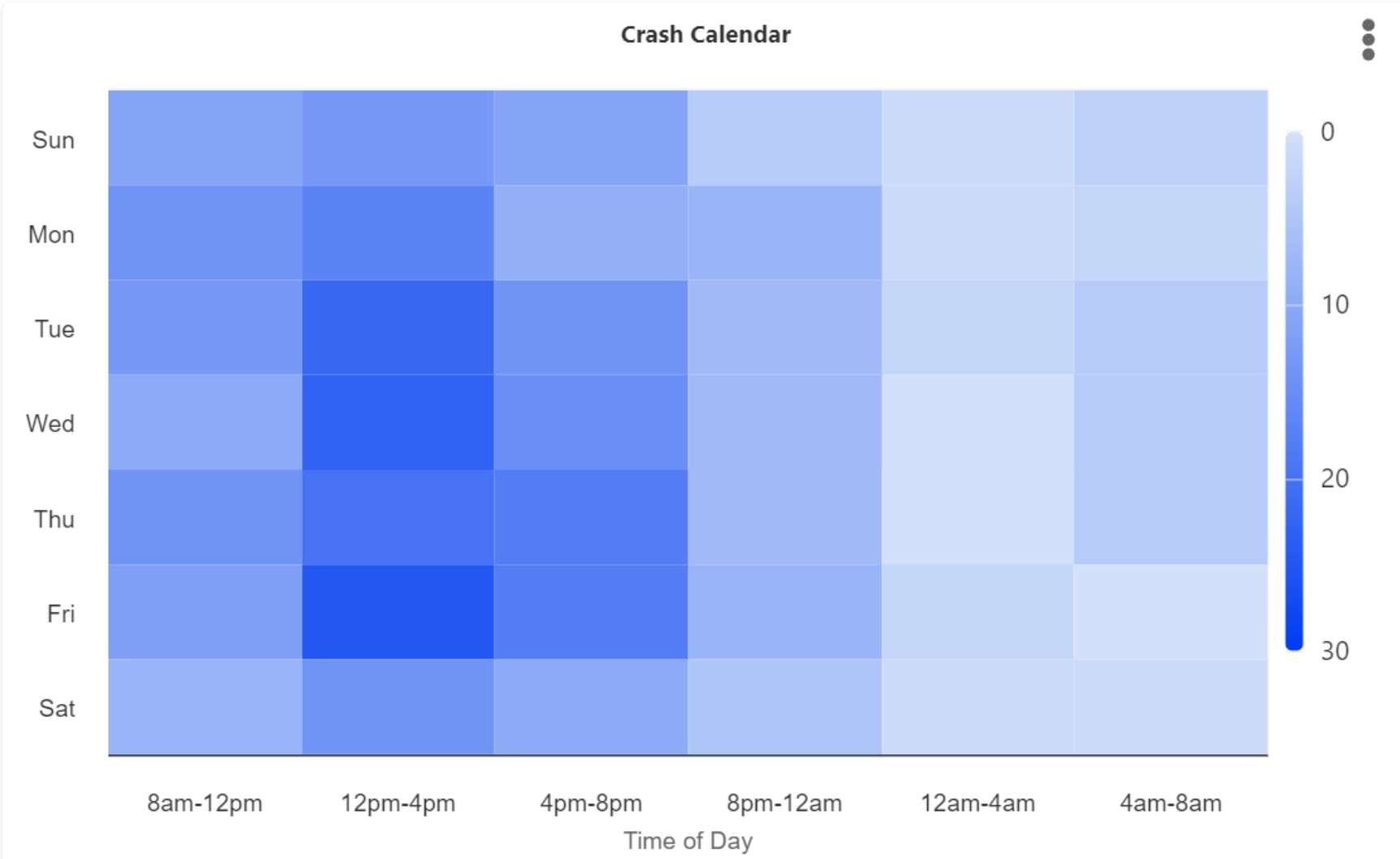
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	382	0	15	109	258
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	70	0	3	67	0
Possible Injuries	93	0	6	87	0
No Injuries	898	0	11	177	710
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
300
250
200
150
100
50
0
0
15
51
58
258
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
200
0
16
366
Yes
No
Yes
No

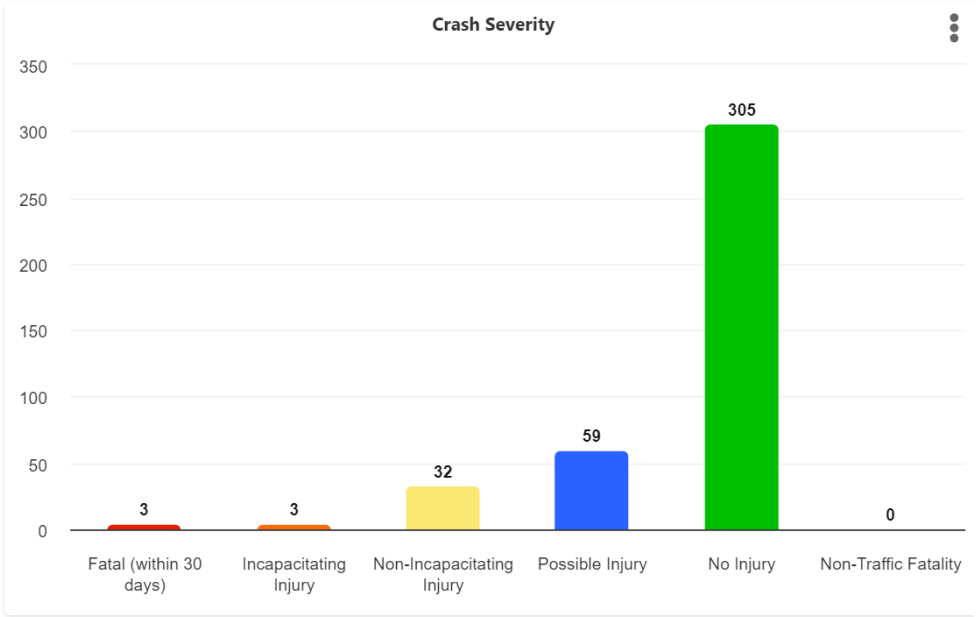

Day or Night
Night
Day

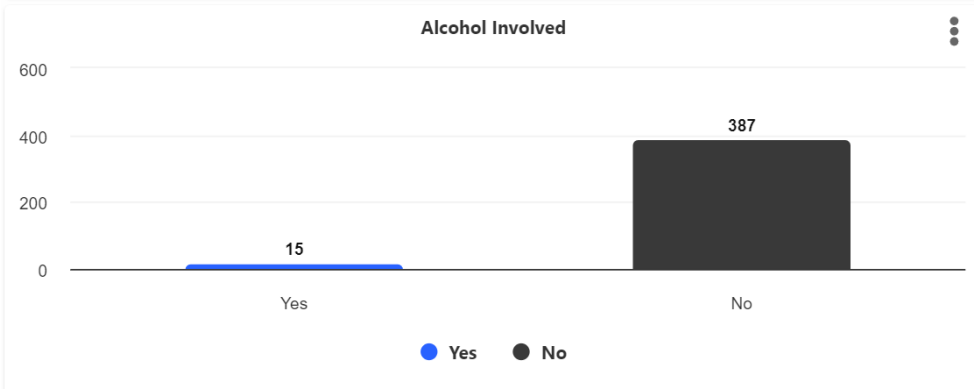

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

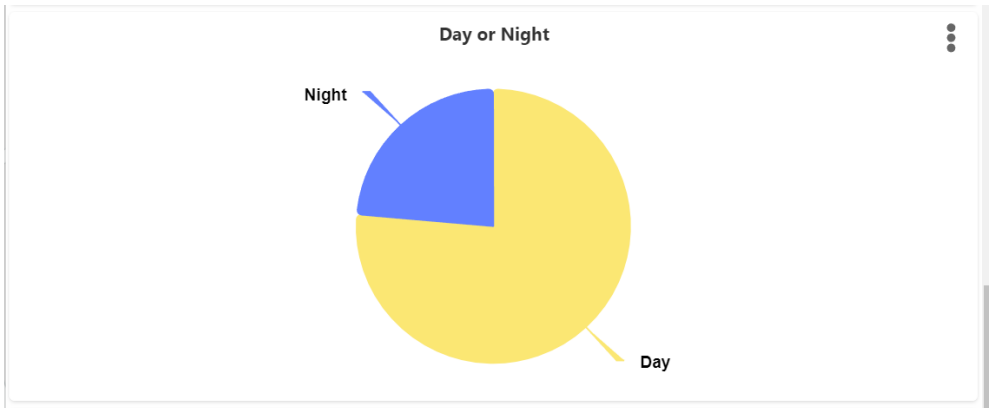

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

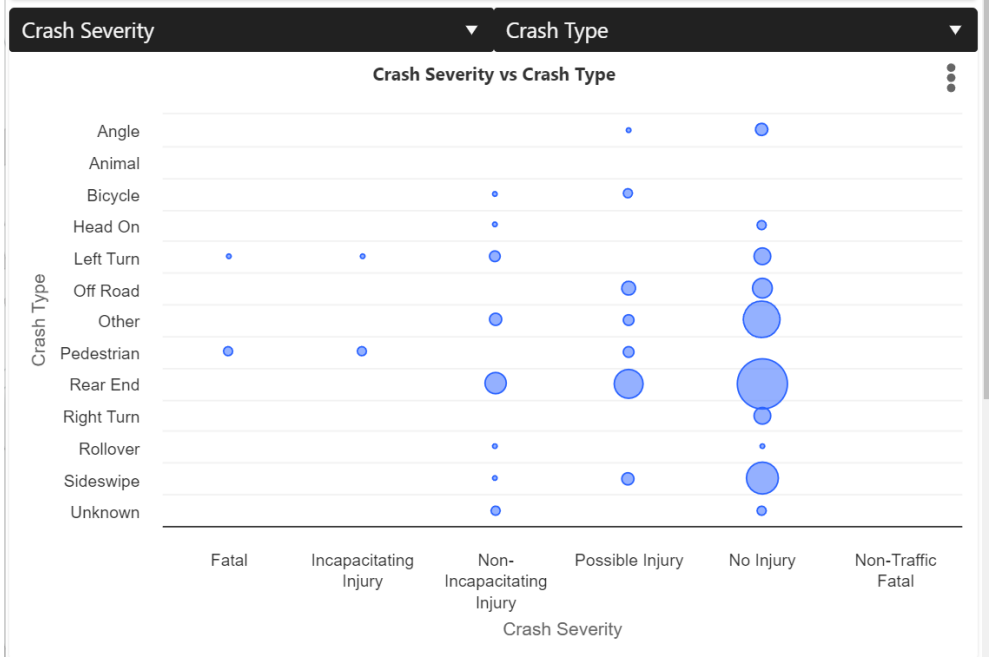
Granada Blvd.
(Beach Street to U.S. 1)

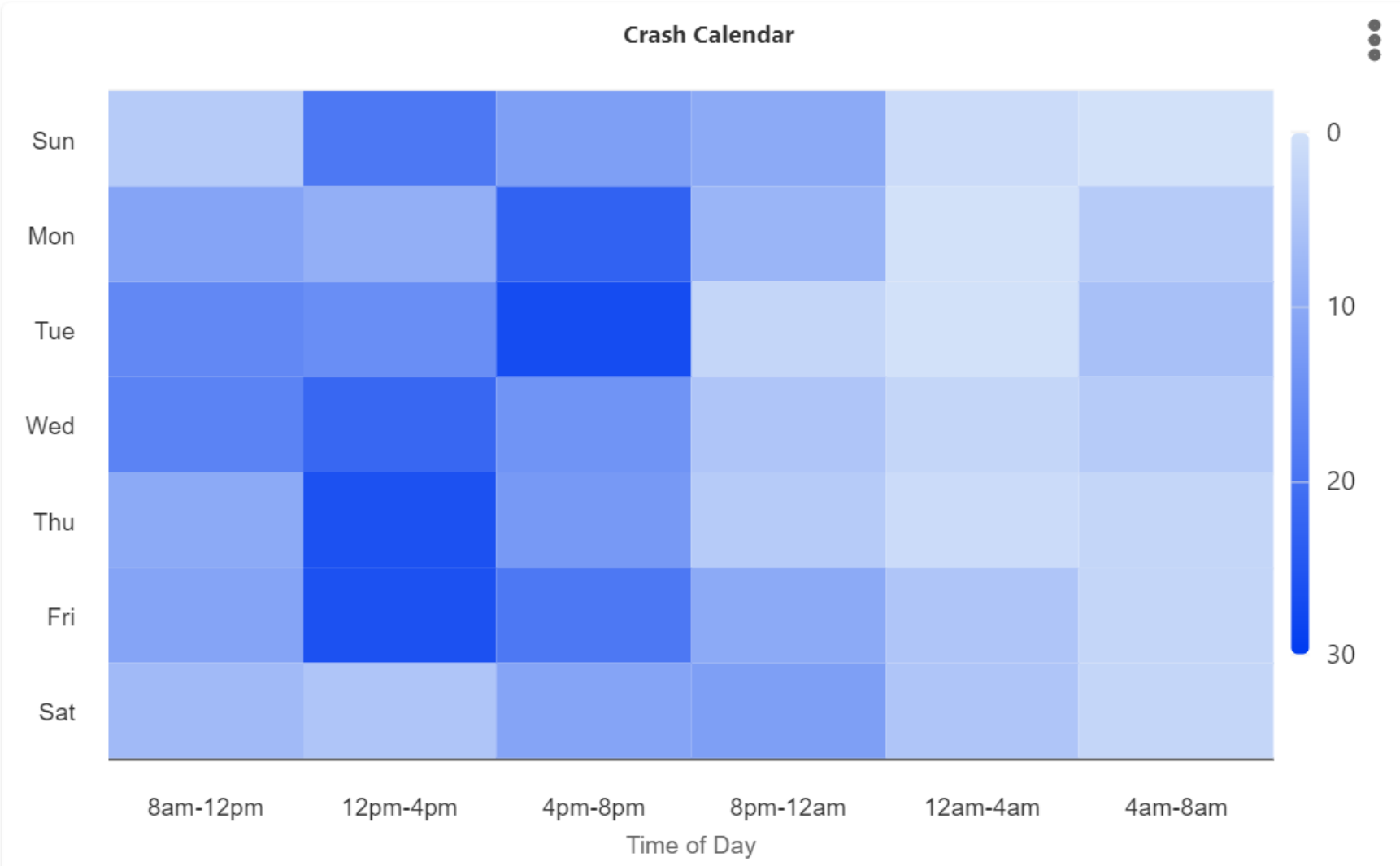
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	402	3	3	91	305
Fatalities (within 30 Days)	3	3	0	0	0
Incapacitating Injuries	5	2	3	0	0
Non-Incapacitating Injuries	39	0	1	38	0
Possible Injuries	76	0	0	76	0
No Injuries	934	2	5	168	759
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
350
300
250
200
150
100
50
0
3
3
32
59
305
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
600
400
200
0
15
387
Yes
No
Yes
No

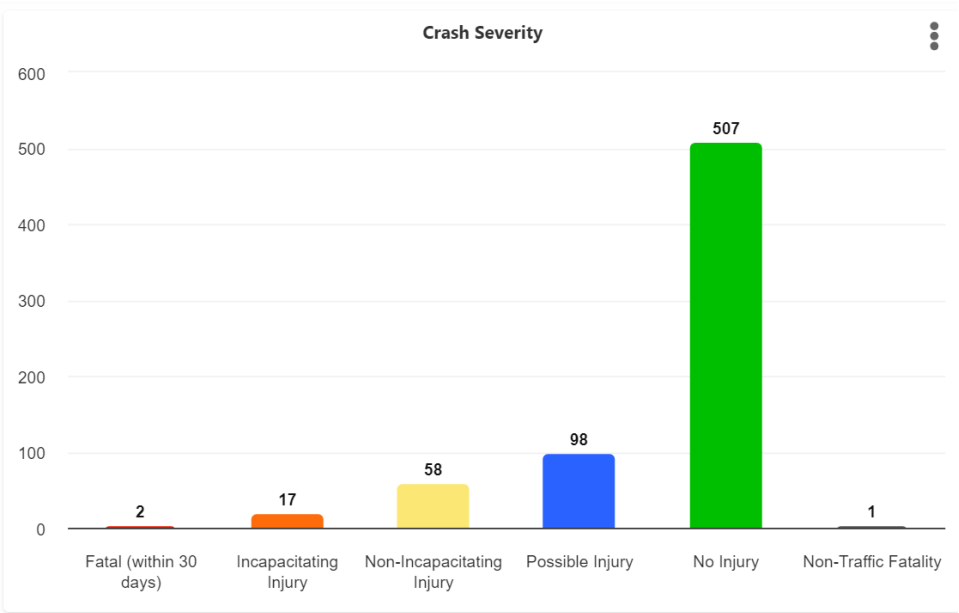

Day or Night
Night
Day

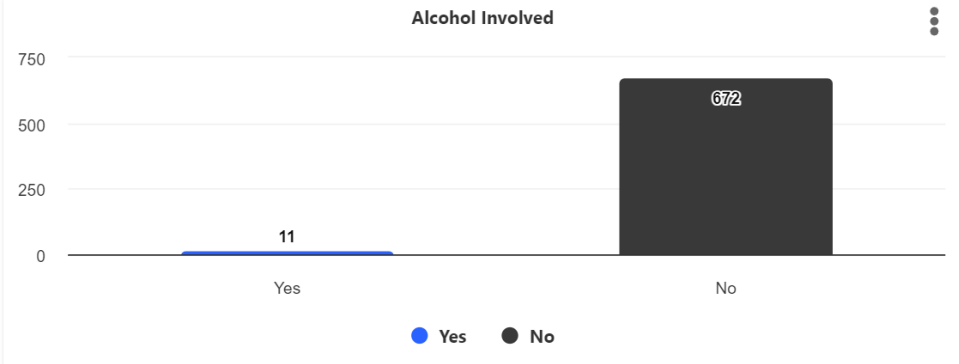

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

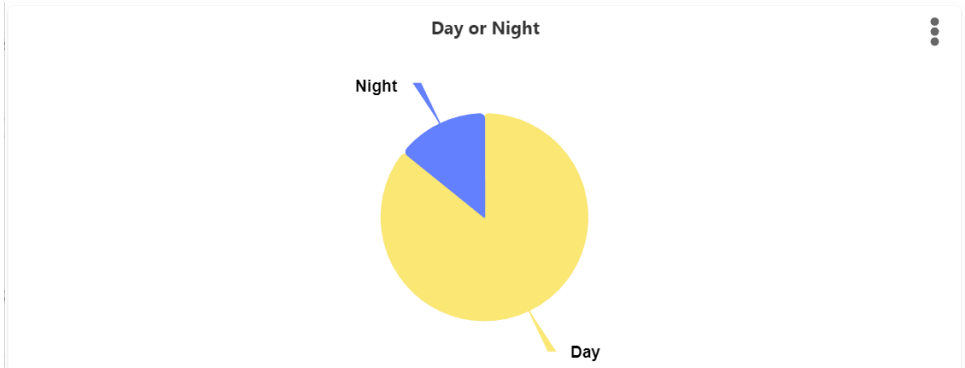

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

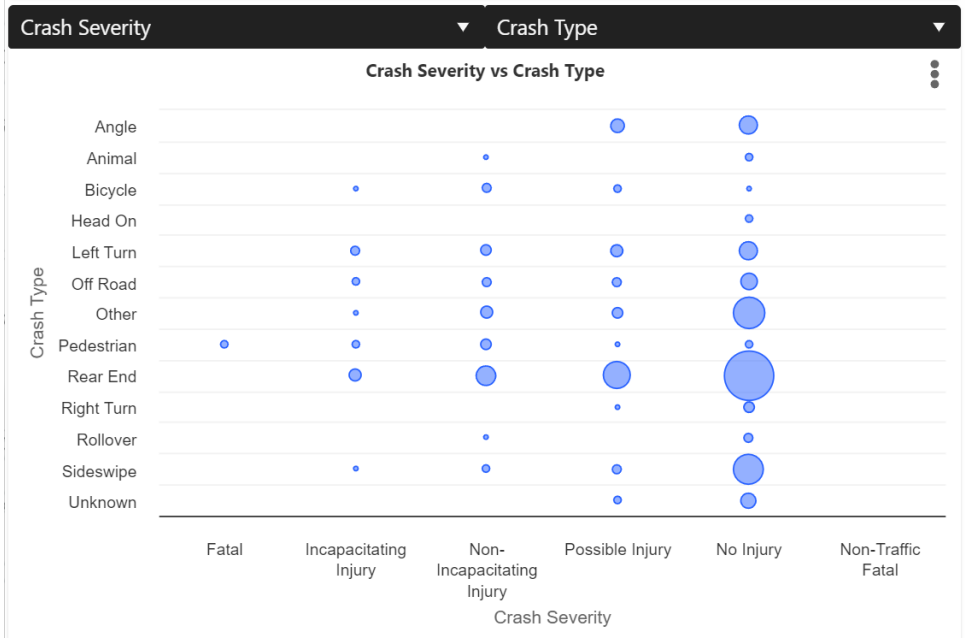
Granada Blvd.
(US 1 to Nova Road)

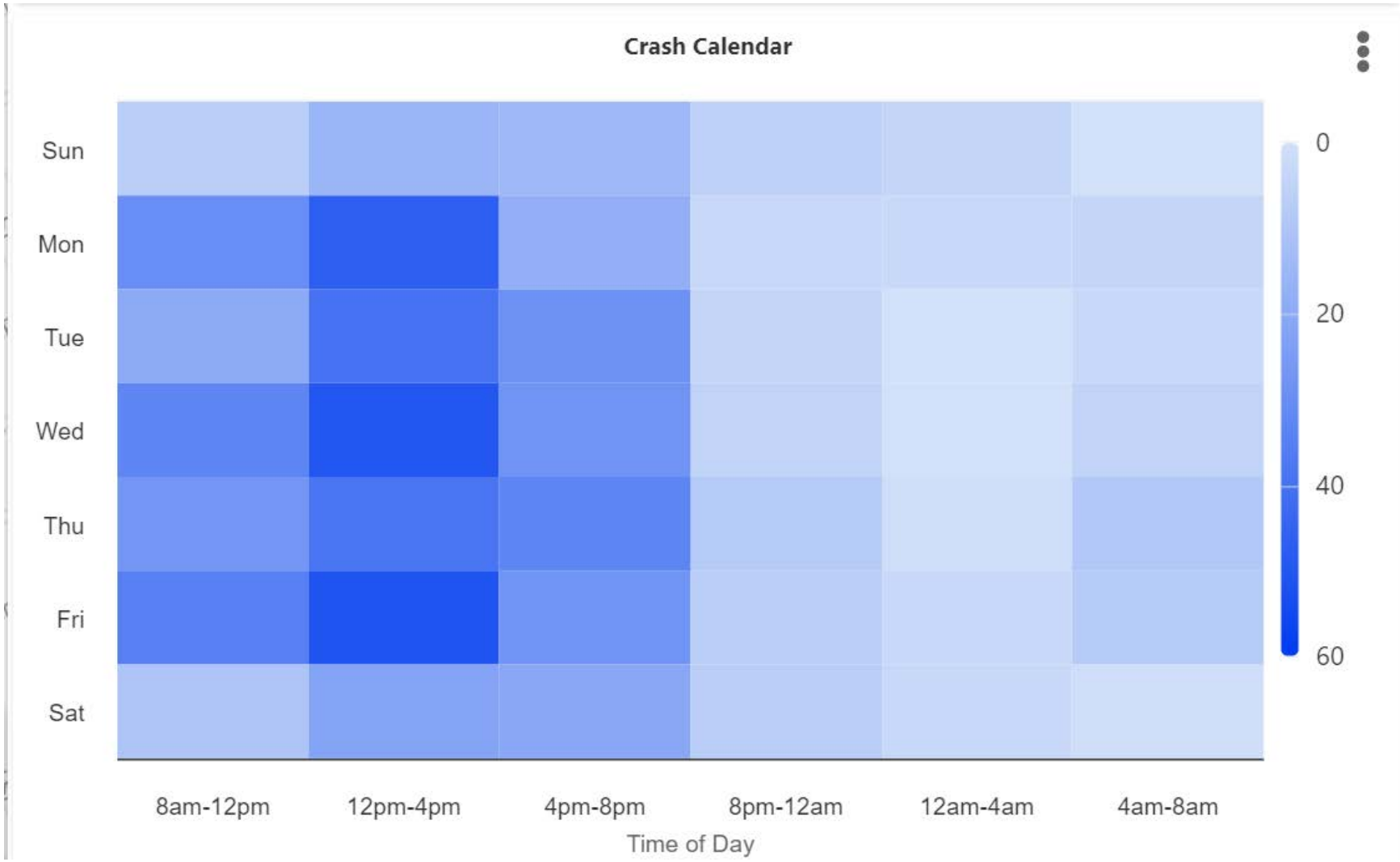
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	683	2	17	156	508
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	22	0	22	0	0
Non-Incapacitating Injuries	69	0	2	67	0
Possible Injuries	145	0	1	144	0
No Injuries	1580	2	22	249	1307
Non-Traffic Fatalities	2	0	0	1	1


Crash Severity
600
500
400
300
200
100
0
2
17
58
98
507
1
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
750
500
250
0
11
672
Yes
No
Yes
No

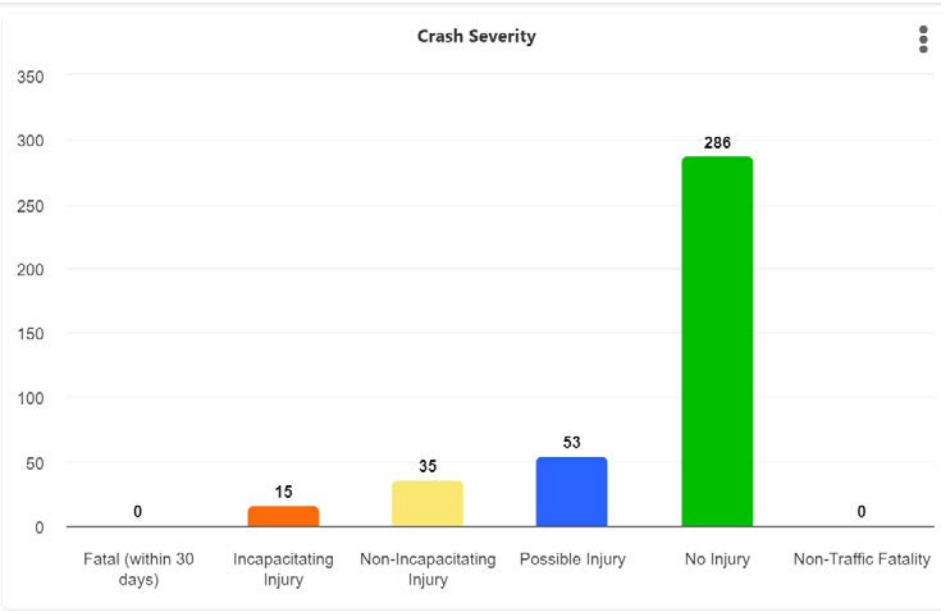

Day or Night
Night
Day

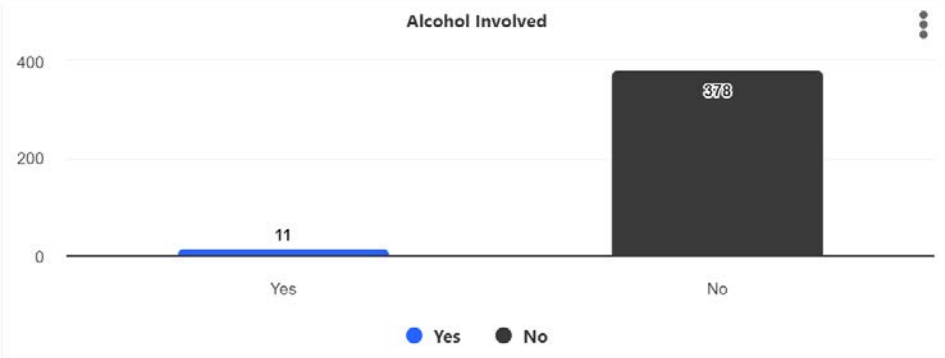

Crash Severity
Crash Type
Crash Severity vs Crash Type
Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

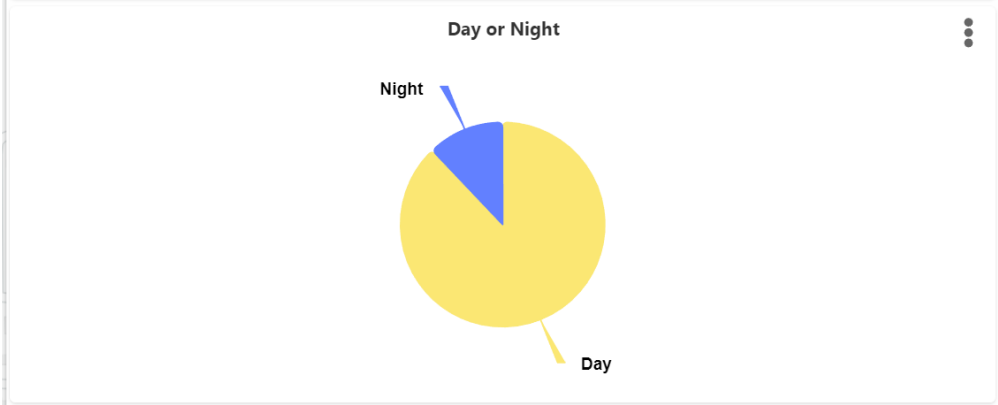

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
20
40
60
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

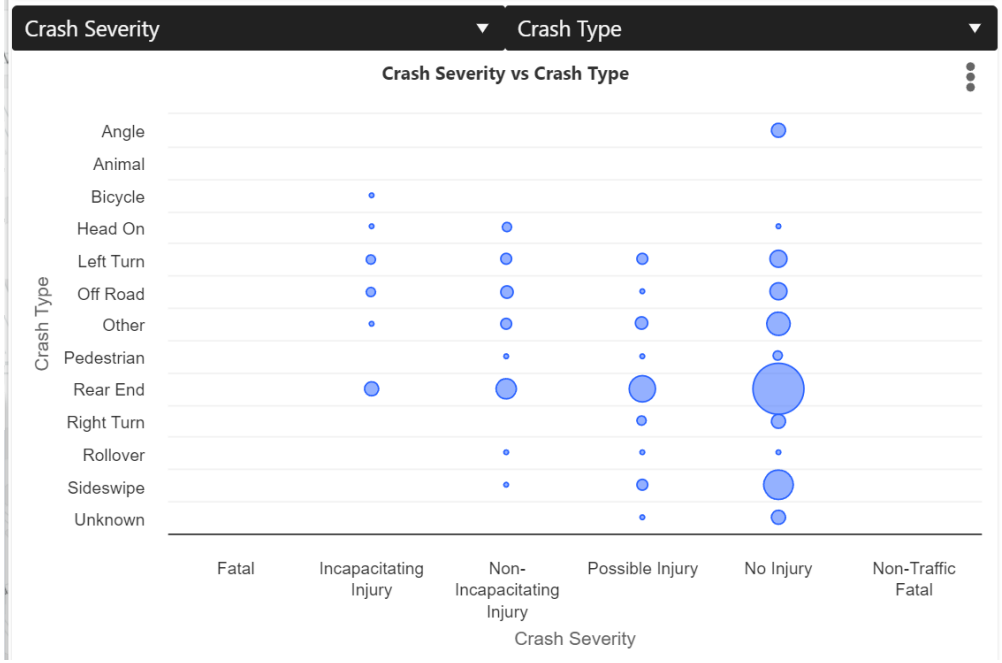
Granada Blvd.
(Nova Road to Clyde Morris Blvd.)

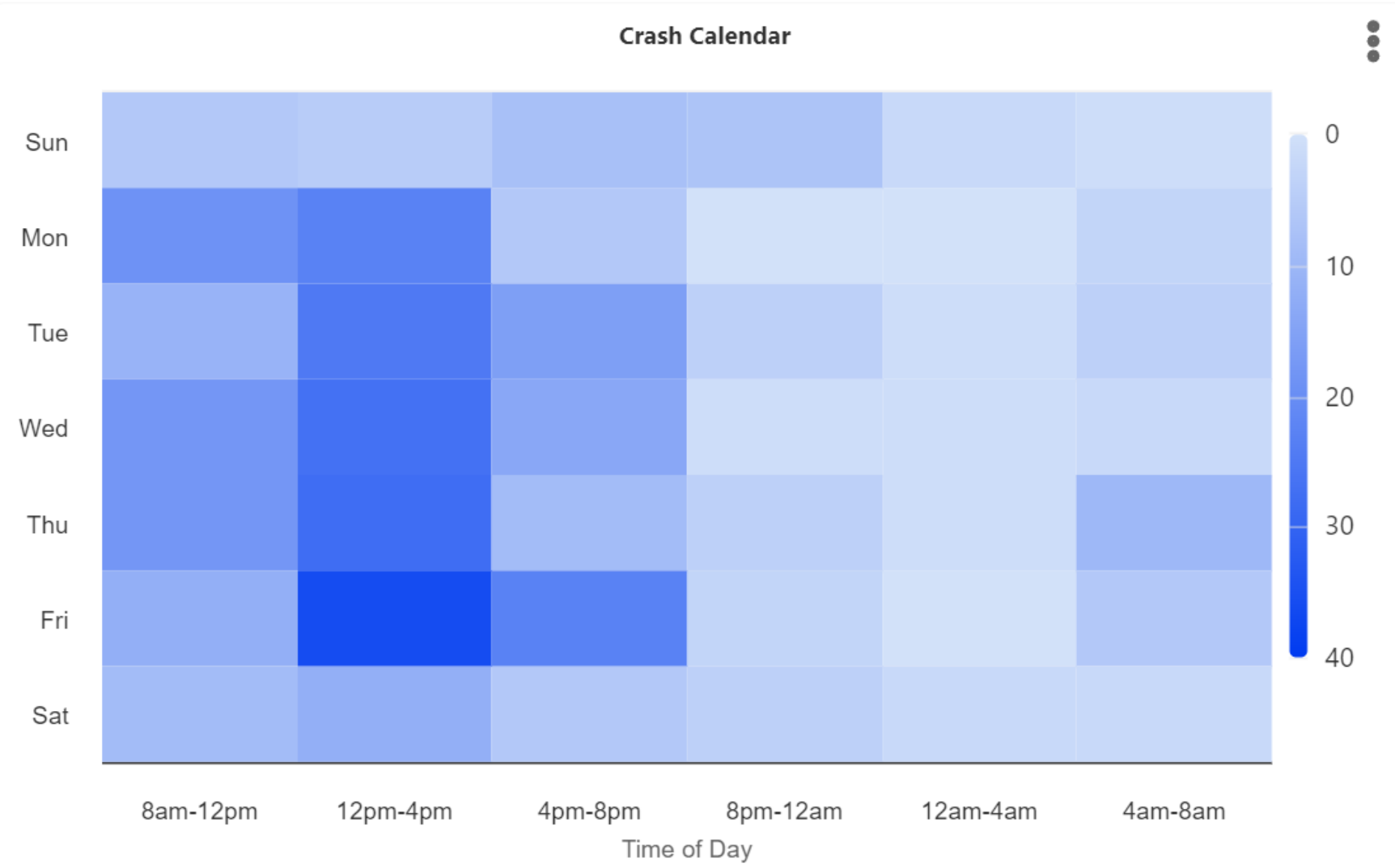
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	389	0	15	88	286
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	49	0	7	42	0
Possible Injuries	72	0	4	68	0
No Injuries	919	0	26	111	782
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
350
300
250
200
150
100
50
0
0
15
35
53
286
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

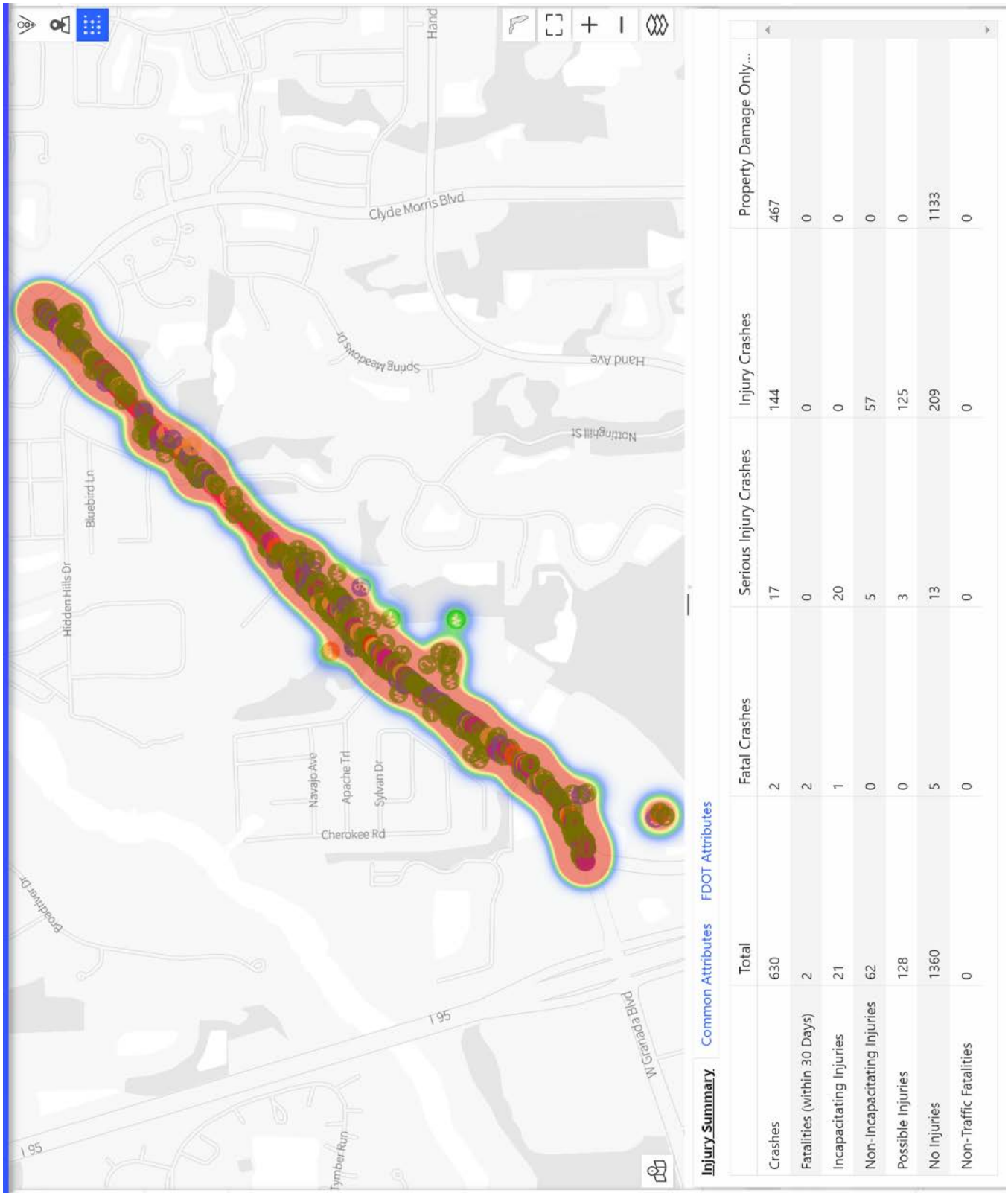

Alcohol Involved
400
200
0
11
378
Yes
No
Yes
No


Day or Night
Night
Day

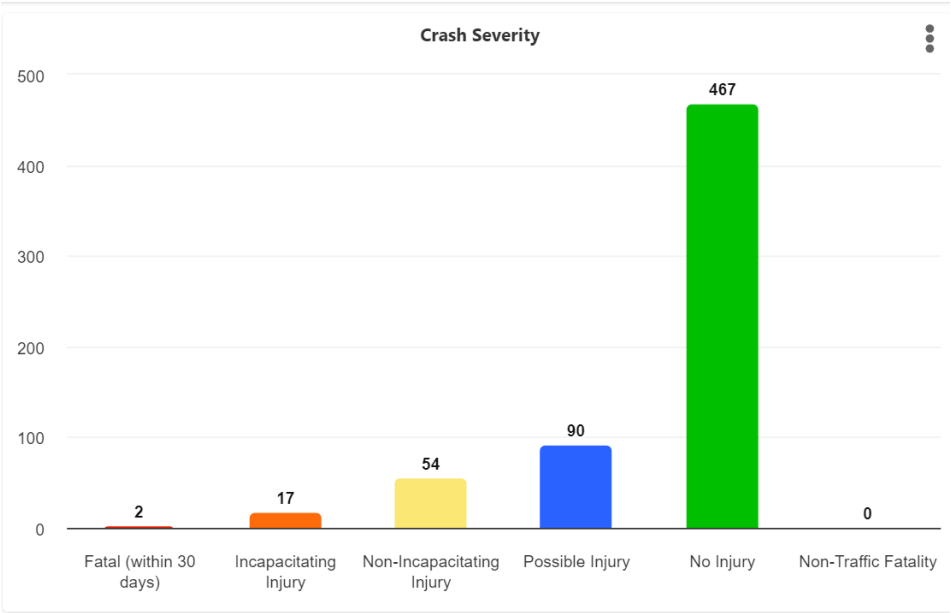

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

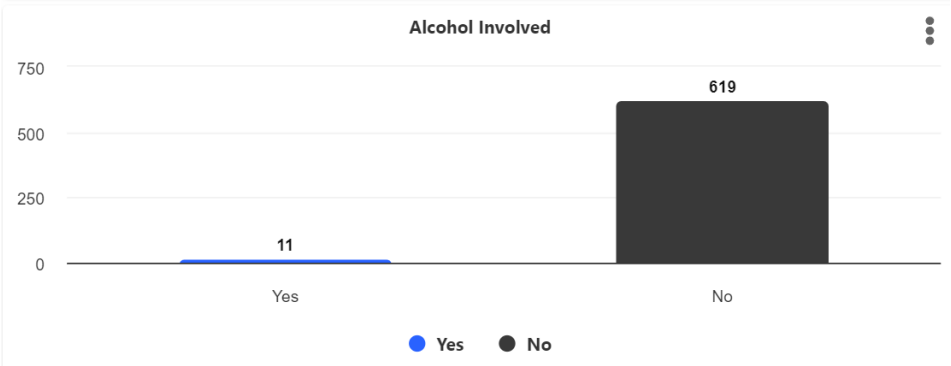

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

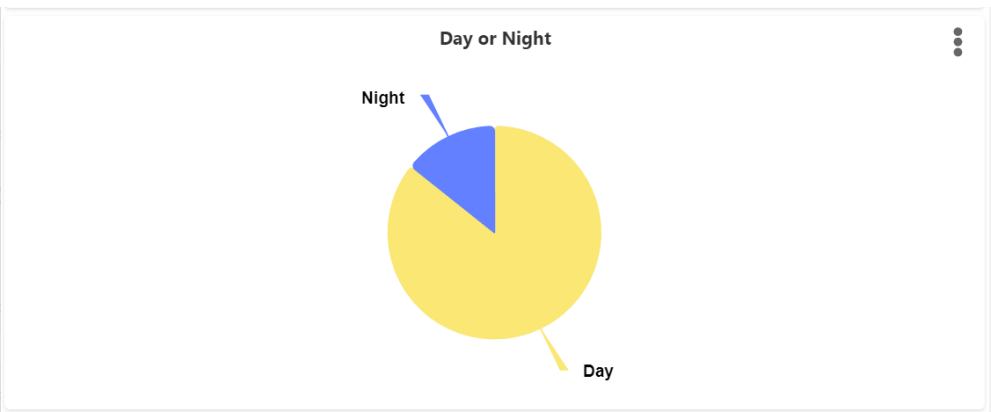
Granada Blvd.
(Clyde Morris Blvd. to
Williamson Blvd.)

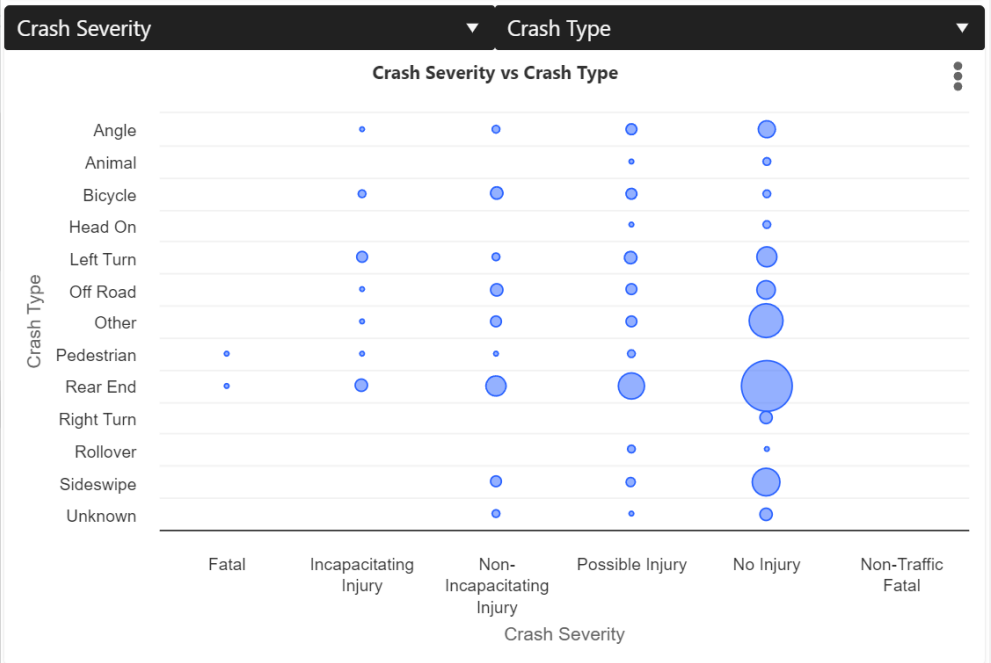


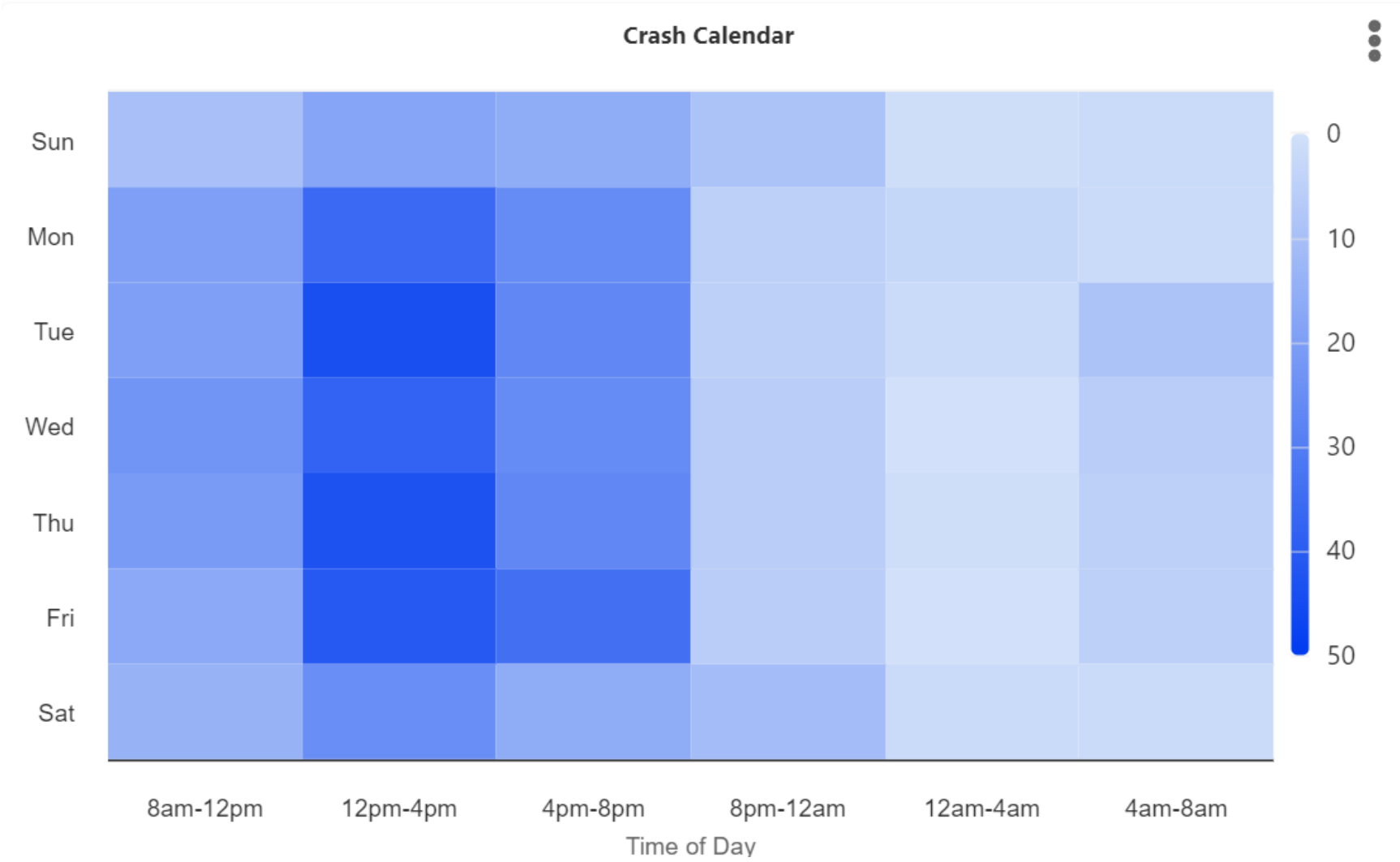
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	630	2	17	144	467
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	21	1	20	0	0
Non-Incapacitating Injuries	62	0	5	57	0
Possible Injuries	128	0	3	125	0
No Injuries	1360	5	13	209	1133
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
500
400
300
200
100
0
2
17
54
90
467
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

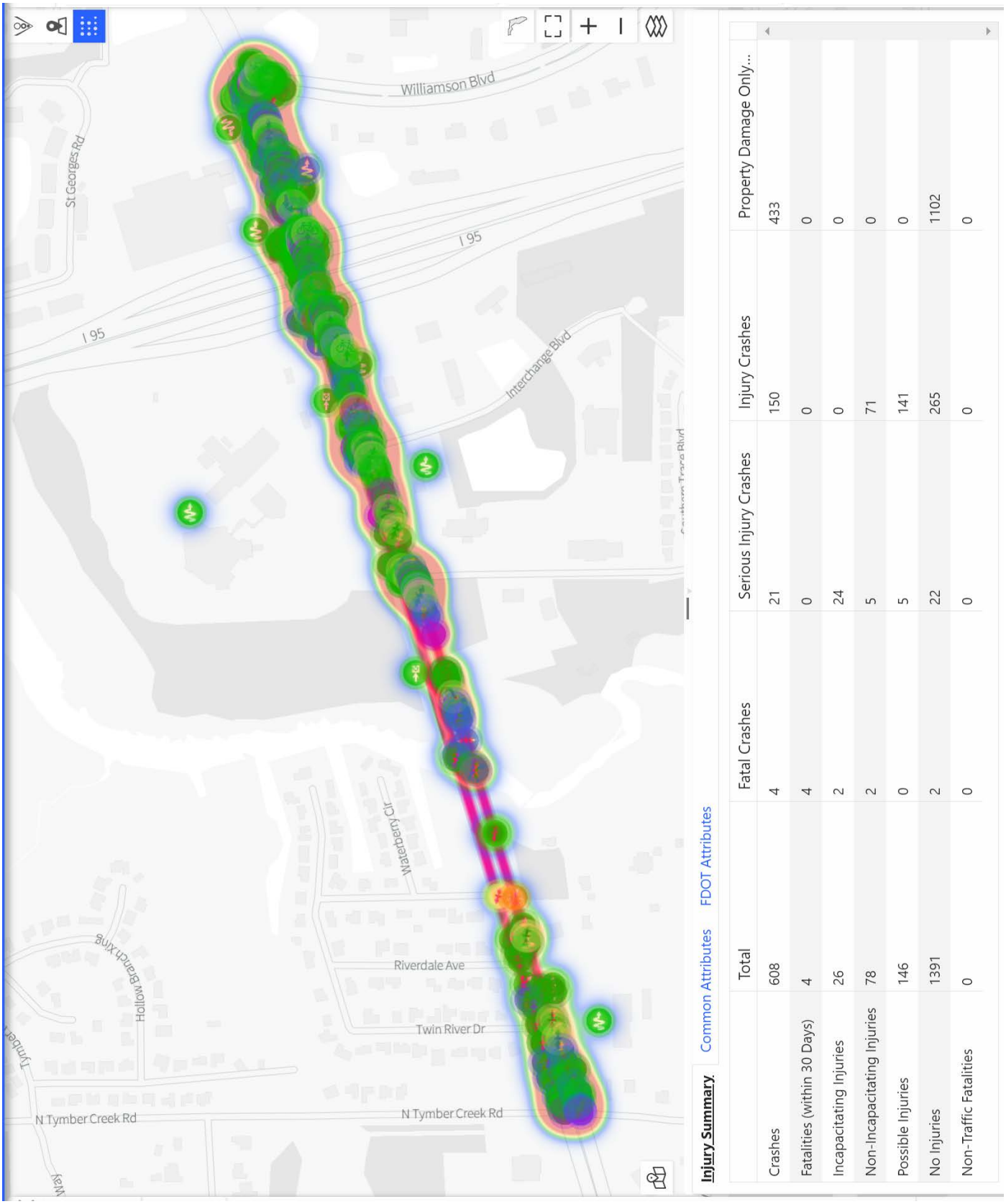

Alcohol Involved
750
500
250
0
11
619
Yes
No
Yes
No


Day or Night
Night
Day

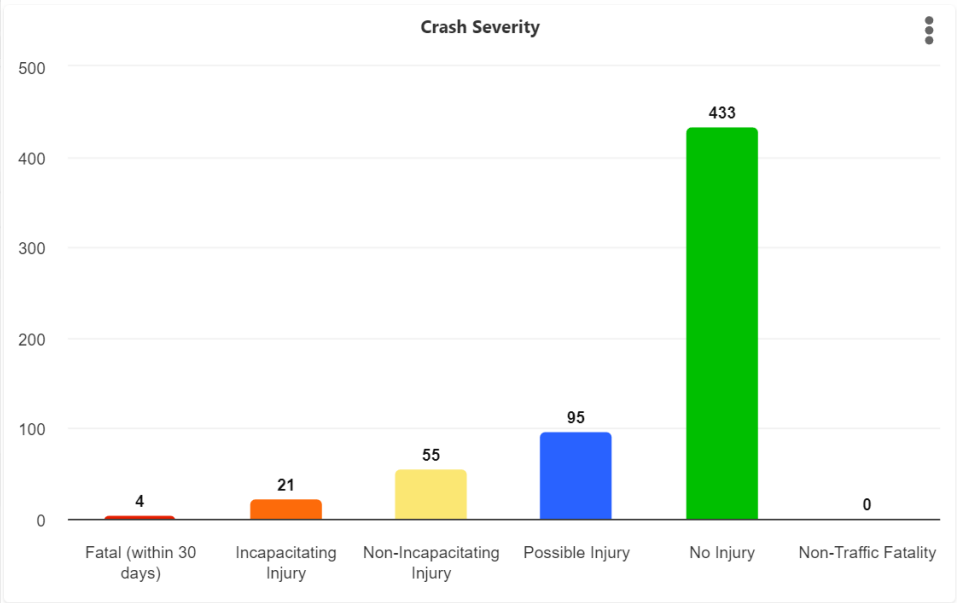

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

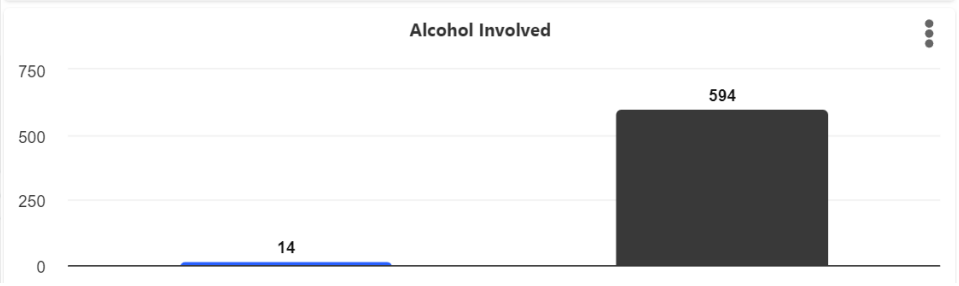

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
50
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

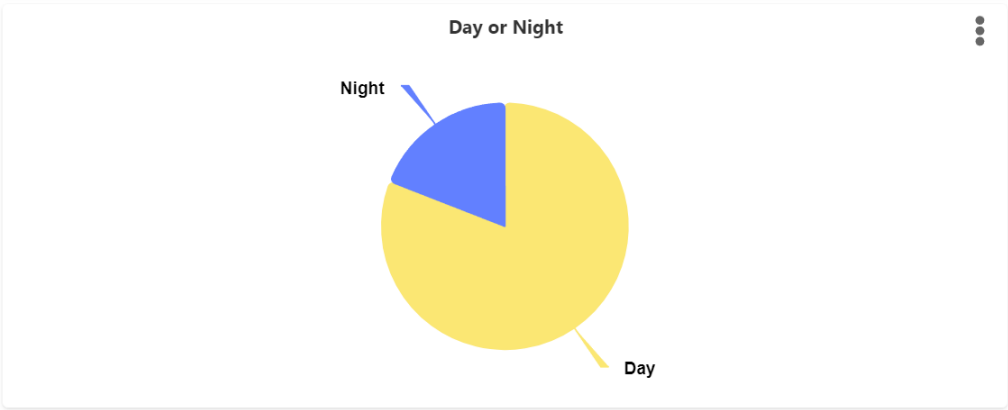
Granada Blvd.
(Williamson Blvd. to Tymber Creek Road)

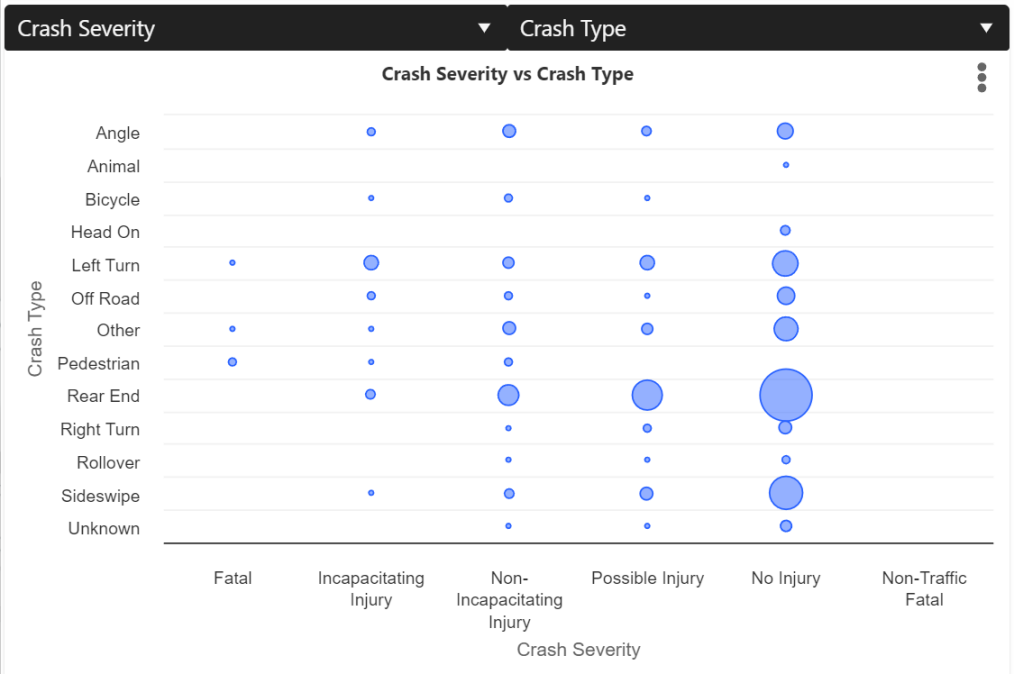


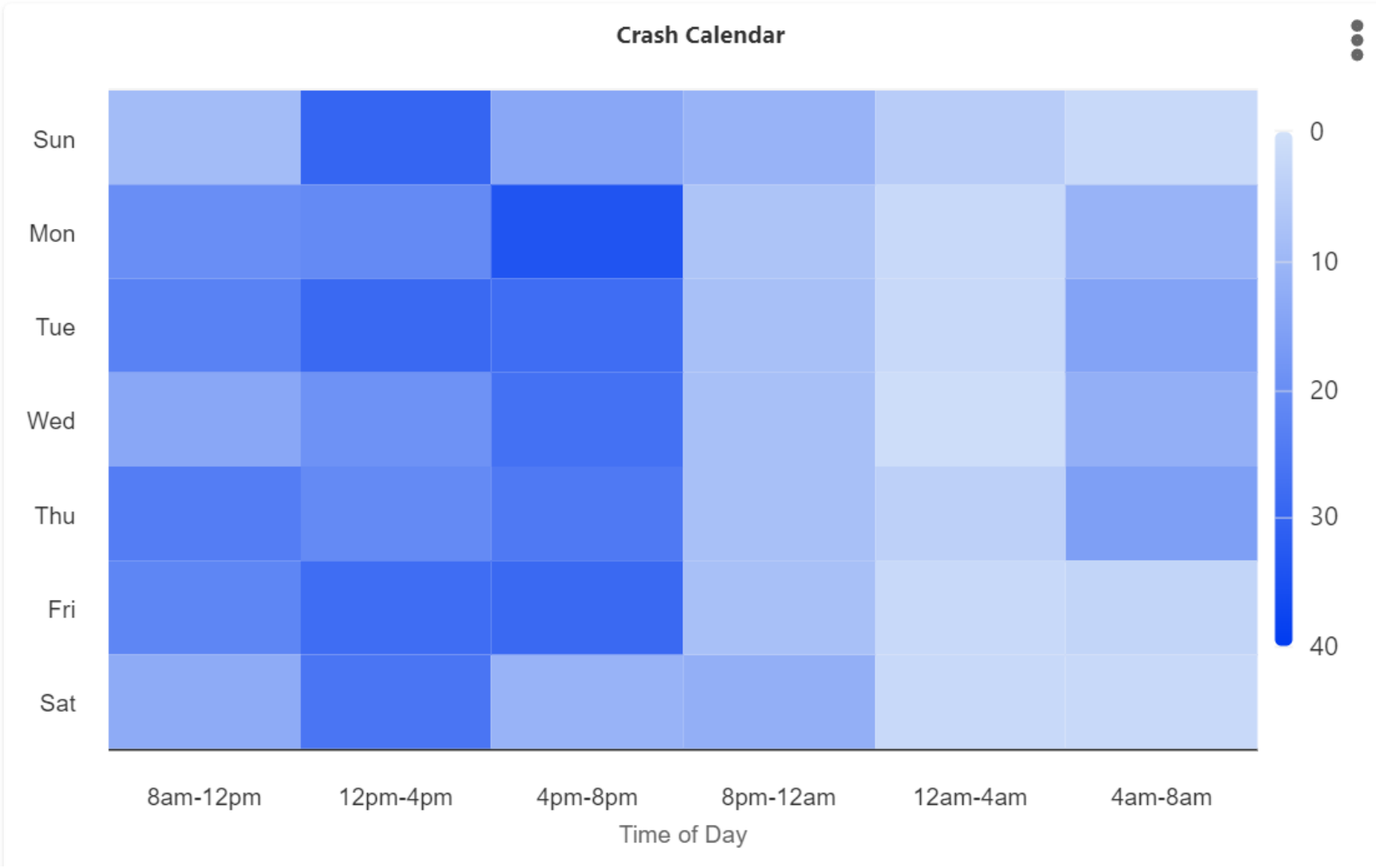
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	608	4	21	150	433
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	26	2	24	0	0
Non-Incapacitating Injuries	78	2	5	71	0
Possible Injuries	146	0	5	141	0
No Injuries	1391	2	22	265	1102
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
500
400
300
200
100
0
4
21
55
95
433
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

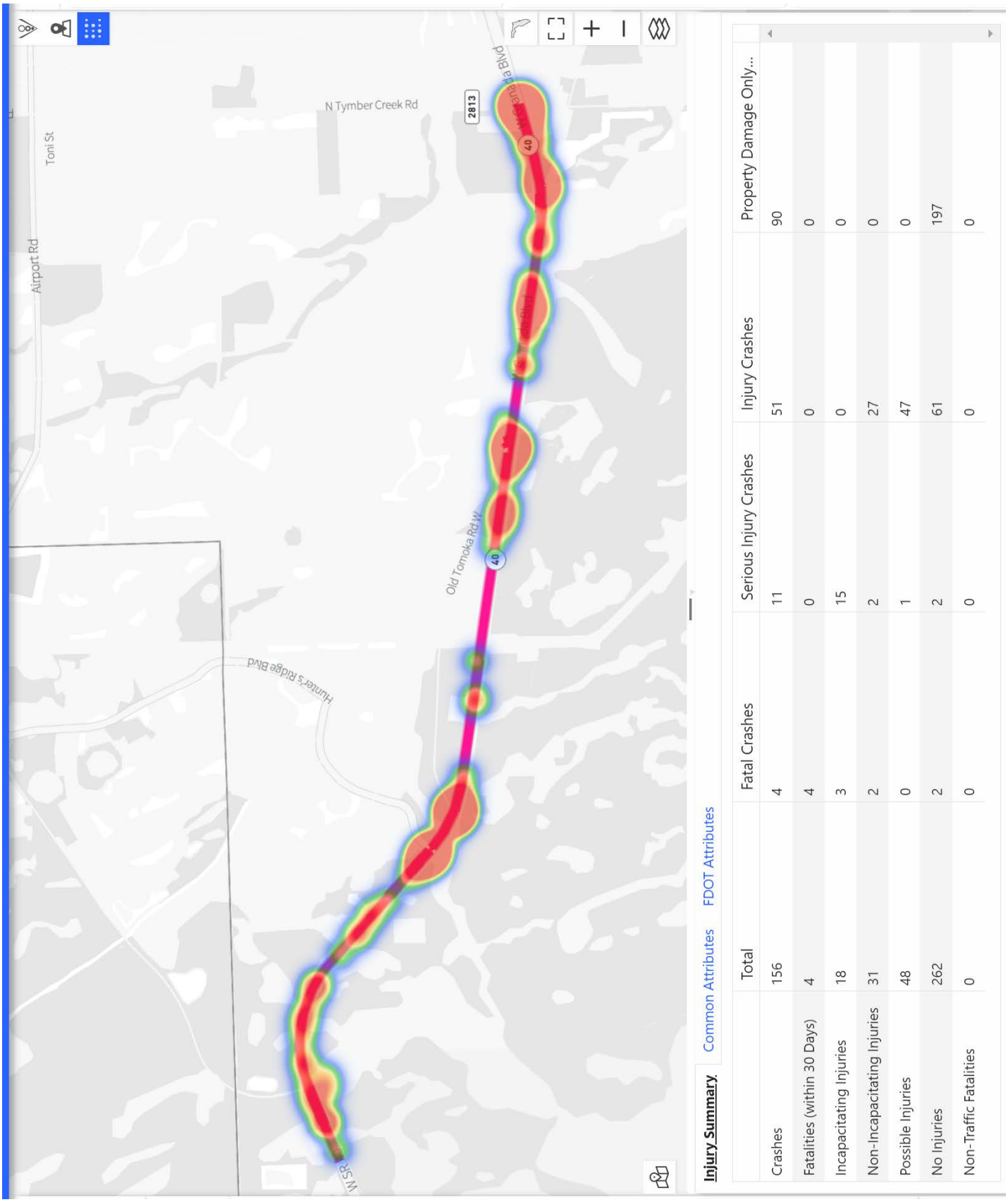

Alcohol Involved
750
500
250
0
14
594


Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

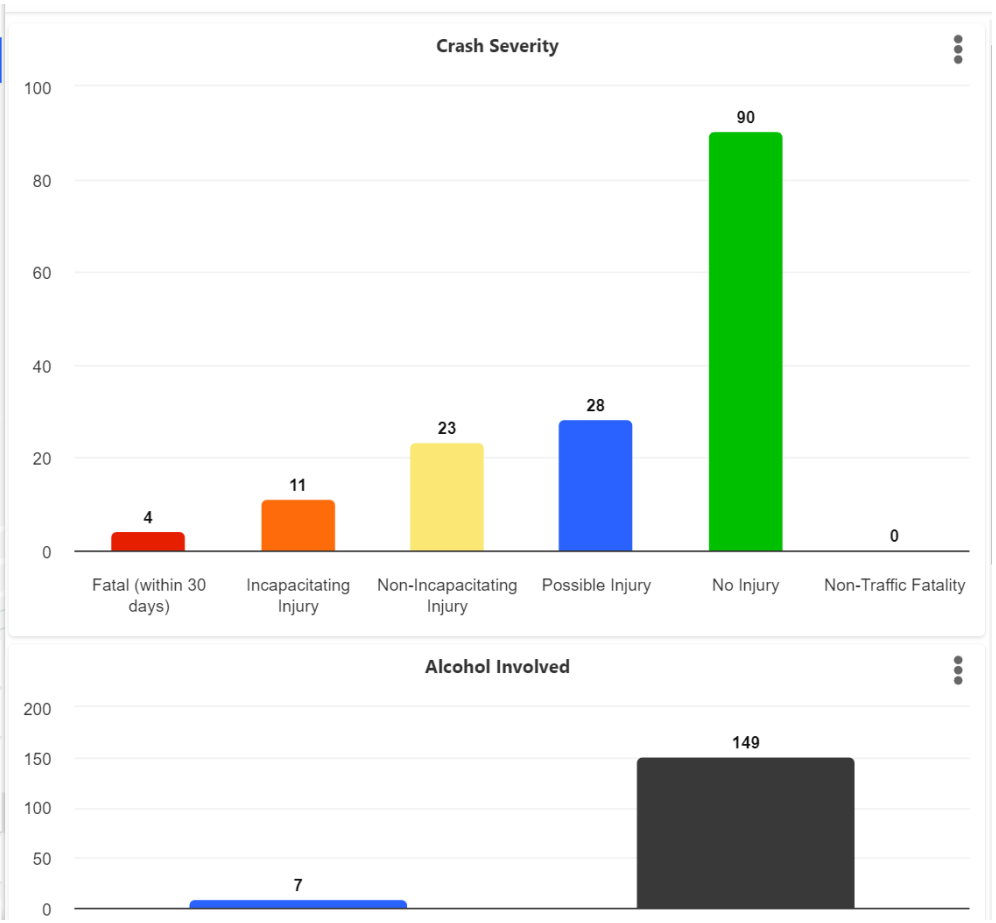

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

Granada Blvd.
(Tymber Creek Road to West City Limits)

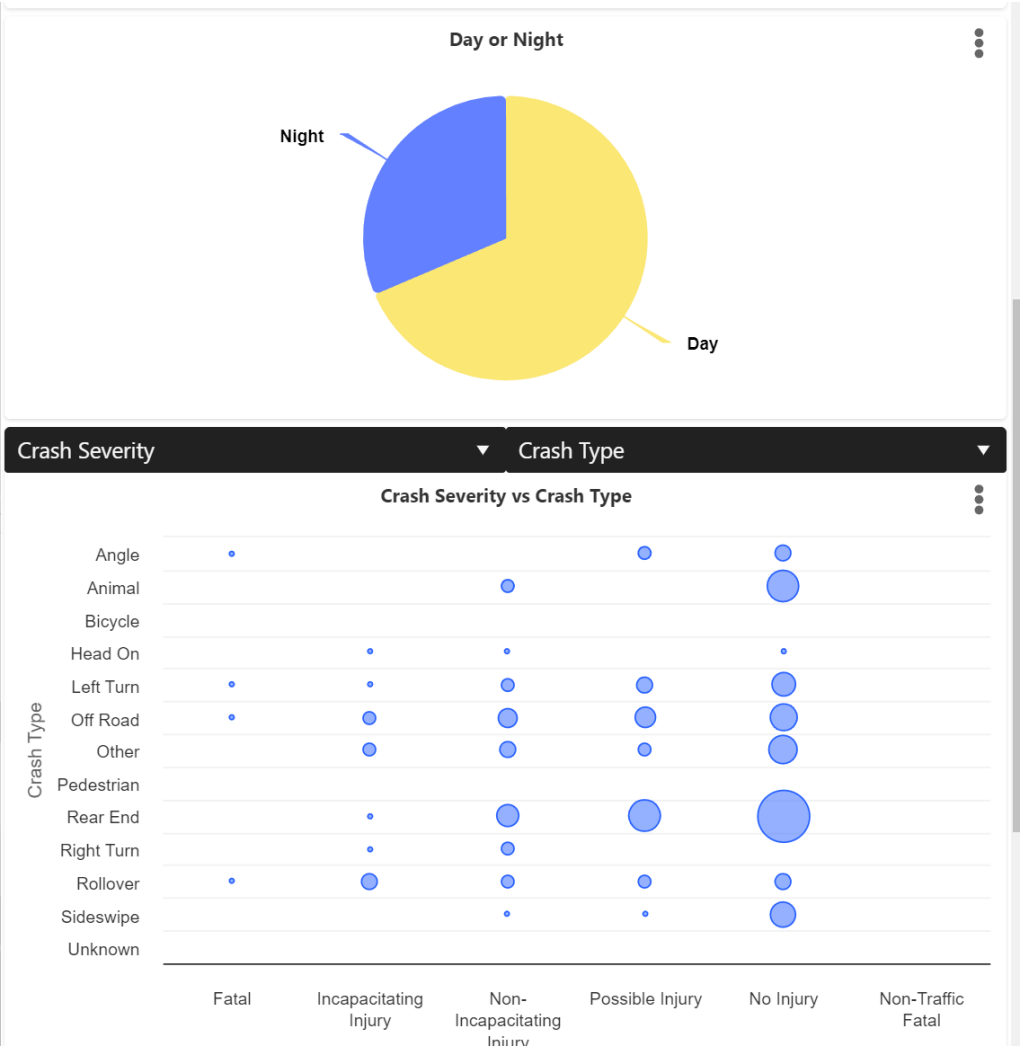


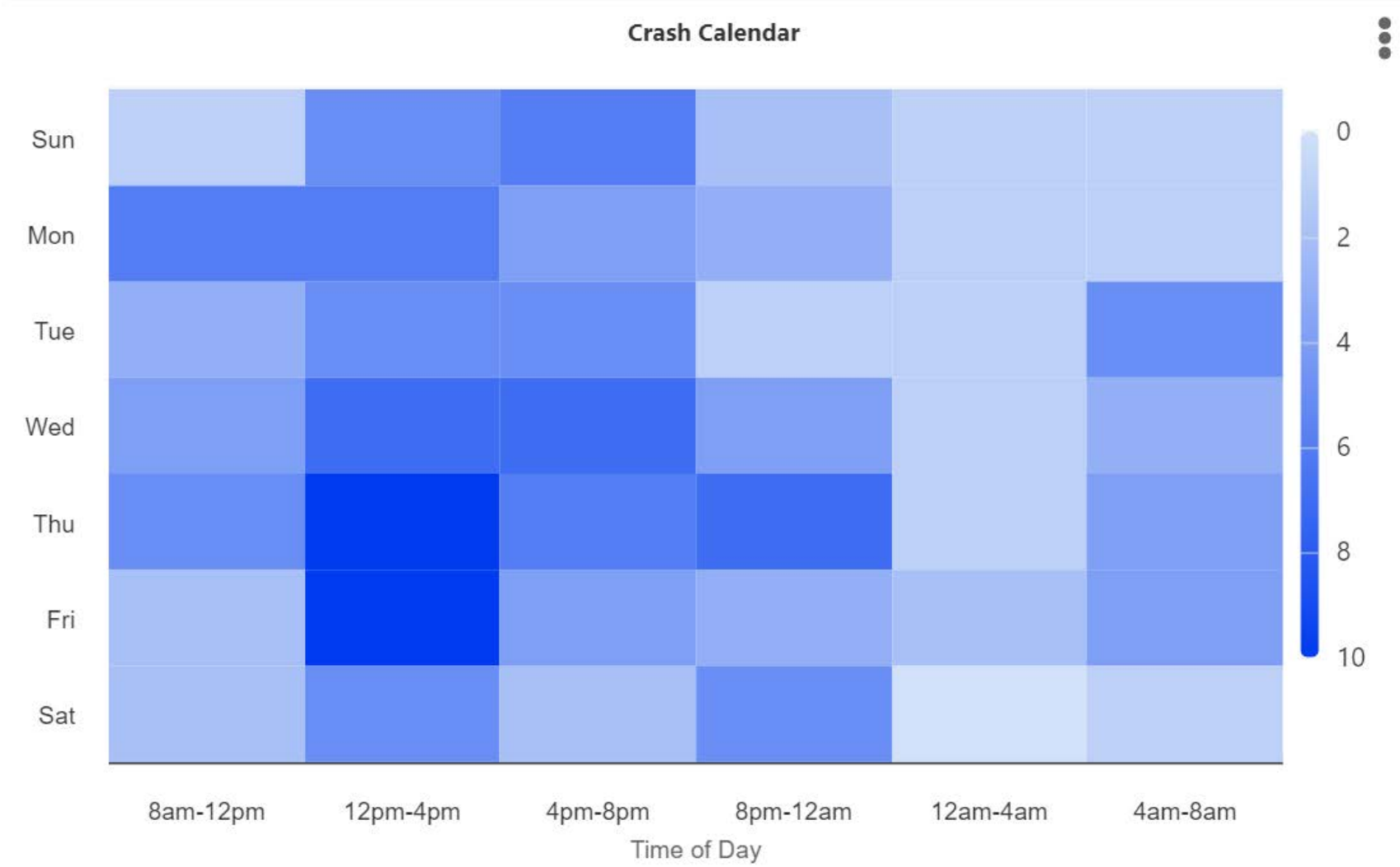
Injury Summary Common Attributes FDOT Attributes

	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	156	4	11	51	90
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	18	3	15	0	0
Non-Incapacitating Injuries	31	2	2	27	0
Possible Injuries	48	0	1	47	0
No Injuries	262	2	2	61	197
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
100
80
60
40
20
0
4
11
23
28
90
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

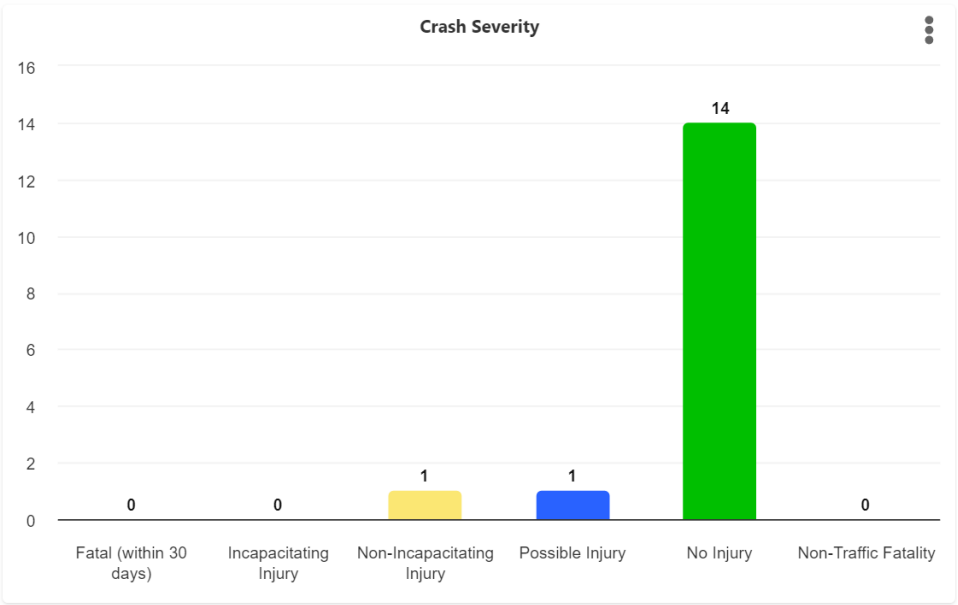
Alcohol Involved
200
150
100
50
0
7
149

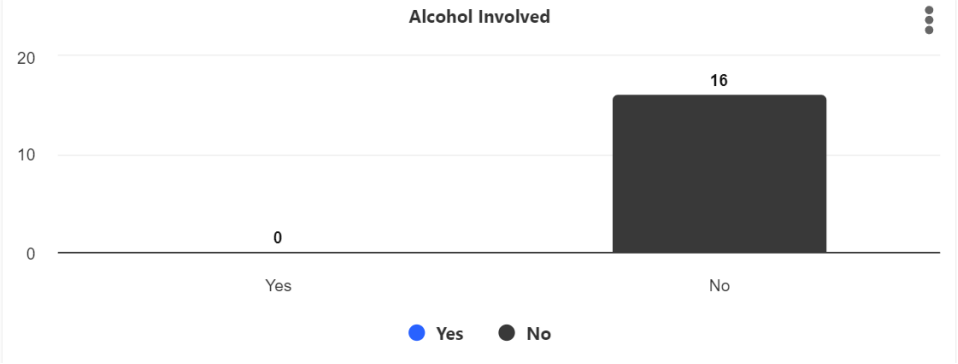

Day or Night
Night
Day
Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal

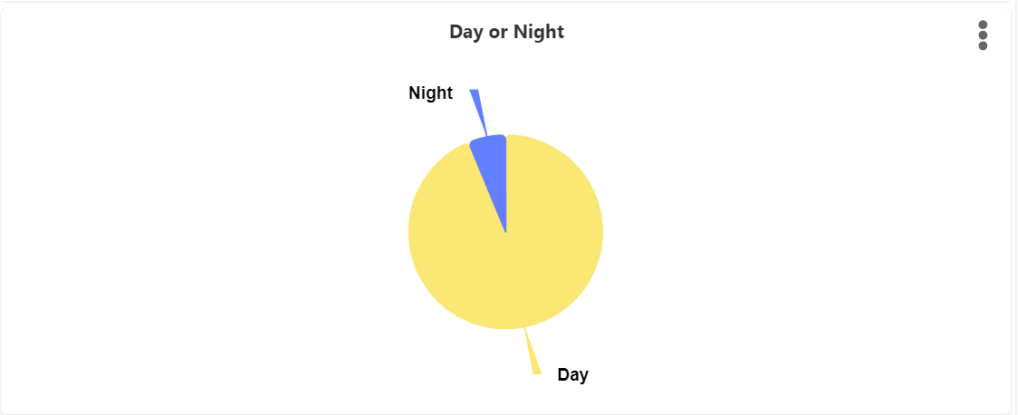

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

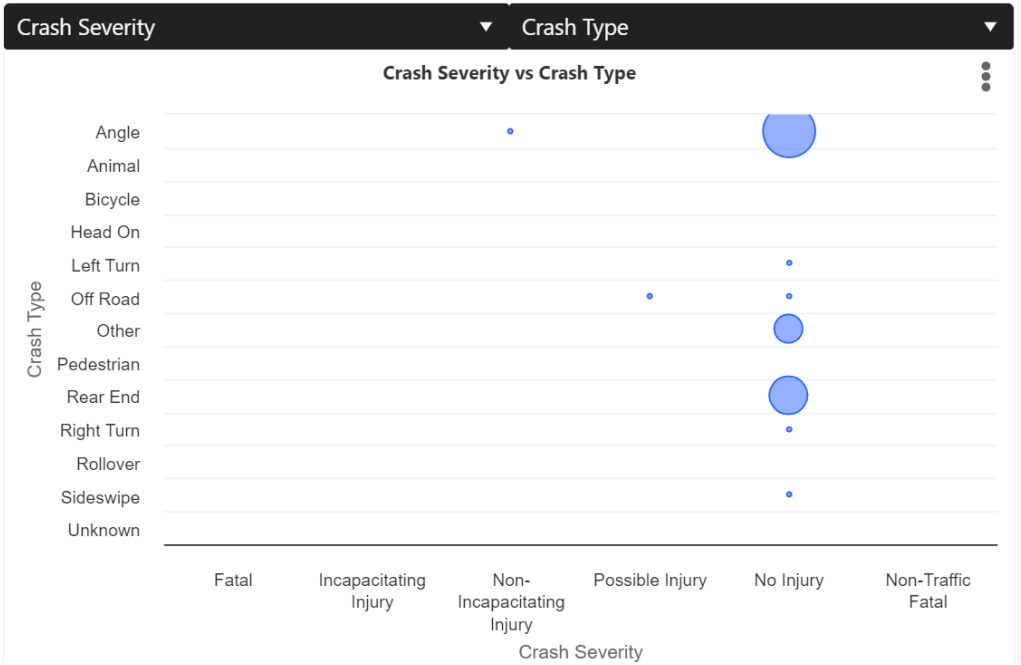
Hand Avenue
(Beach Street to US 1)

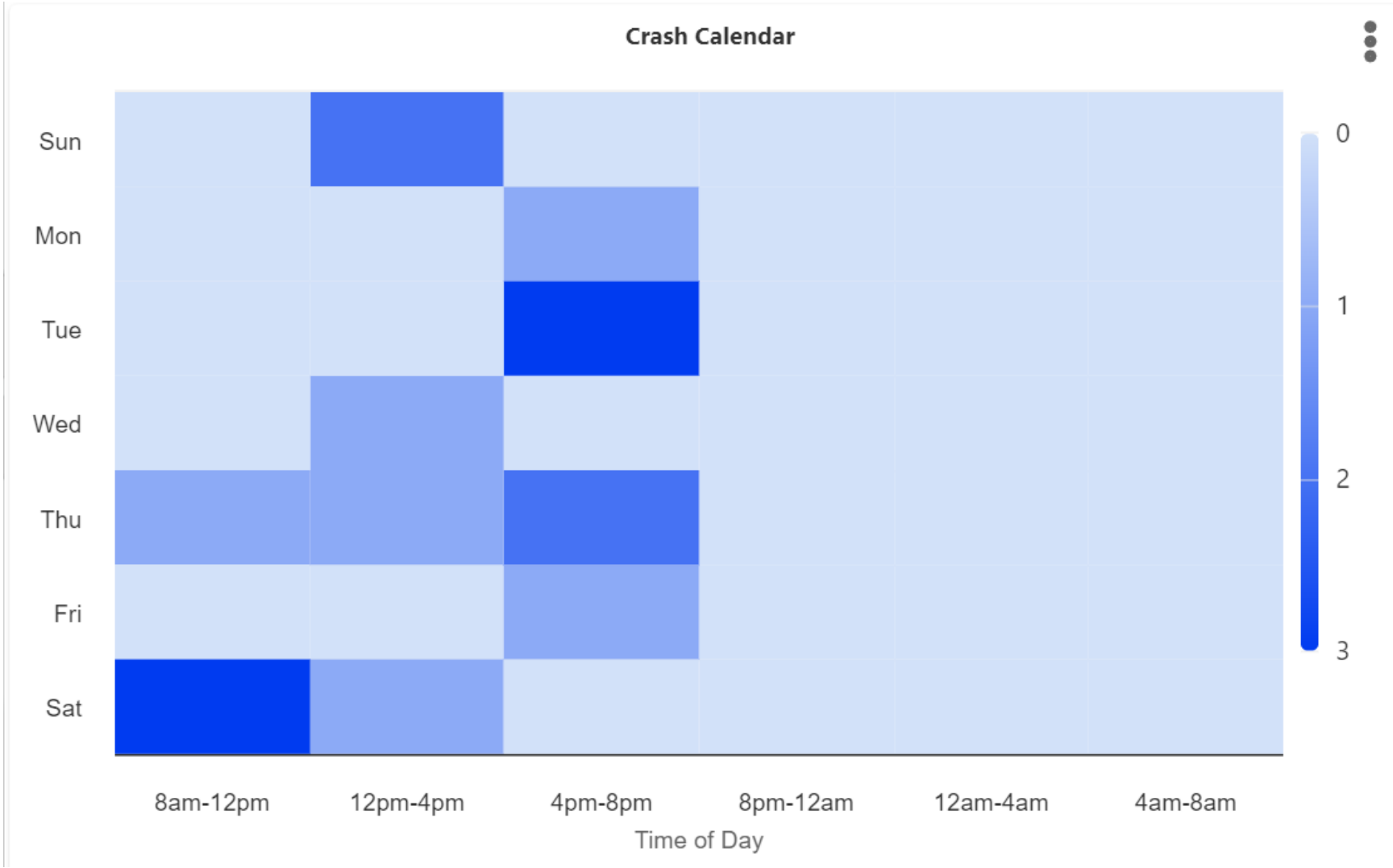
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	16	0	0	2	14
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	0	0	0	0	0
Non-Incapacitating Injuries	1	0	0	1	0
Possible Injuries	2	0	0	2	0
No Injuries	47	0	0	4	43
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
16
14
12
10
8
6
4
2
0
0
0
1
1
14
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
20
10
0
0
16
Yes
No
Yes
No


Day or Night
Night
Day

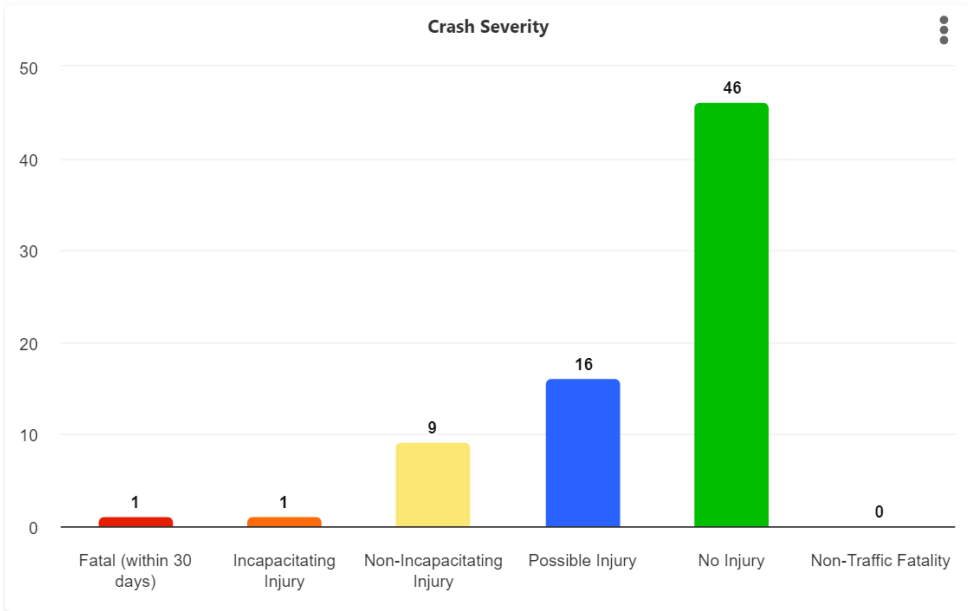

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

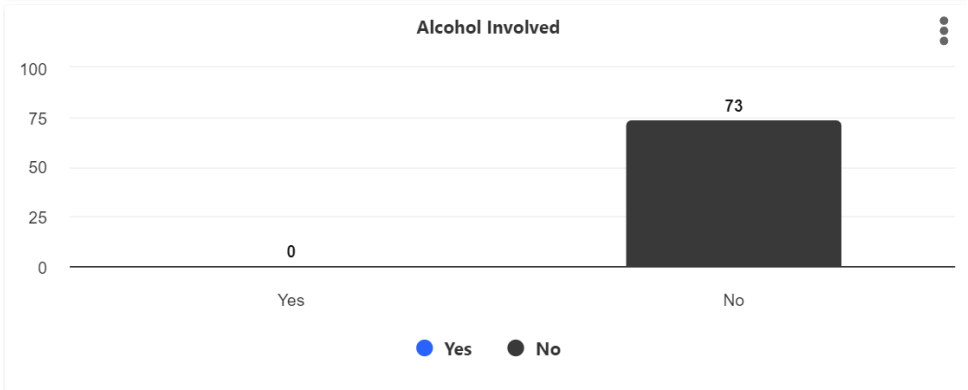

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
1
2
3
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

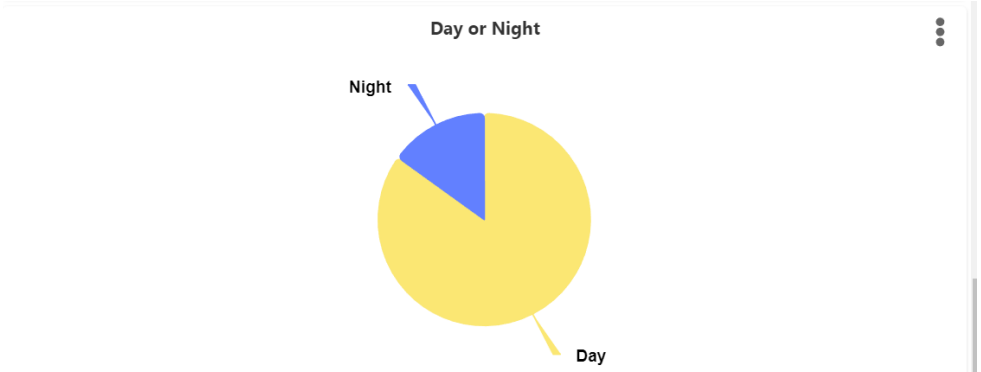
Hand Avenue
(US 1 to Nova Road)

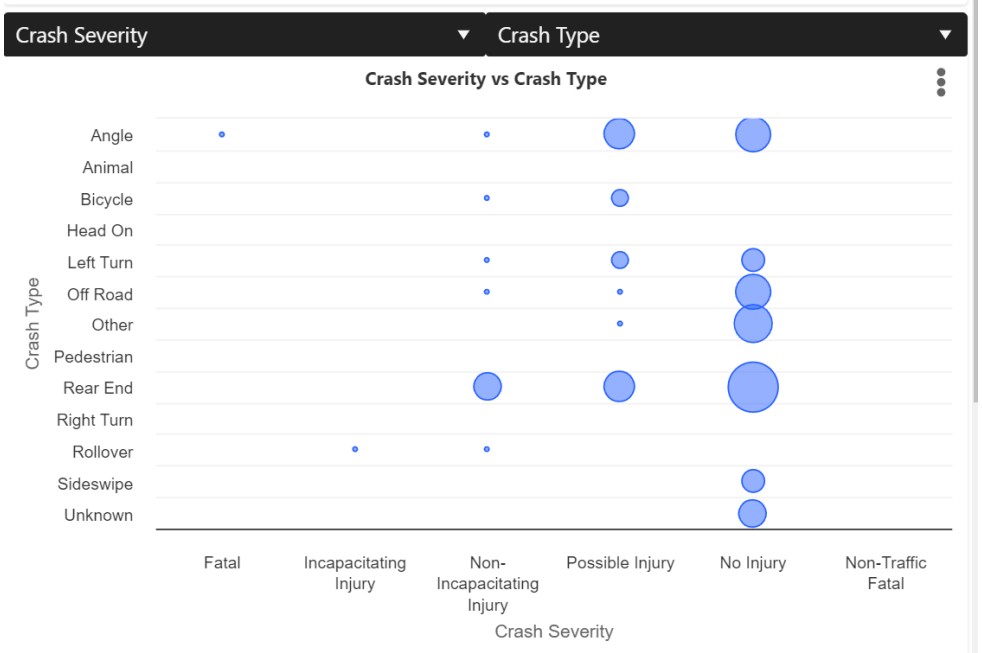
Injury Summary | Common Attributes | FDOT Attributes

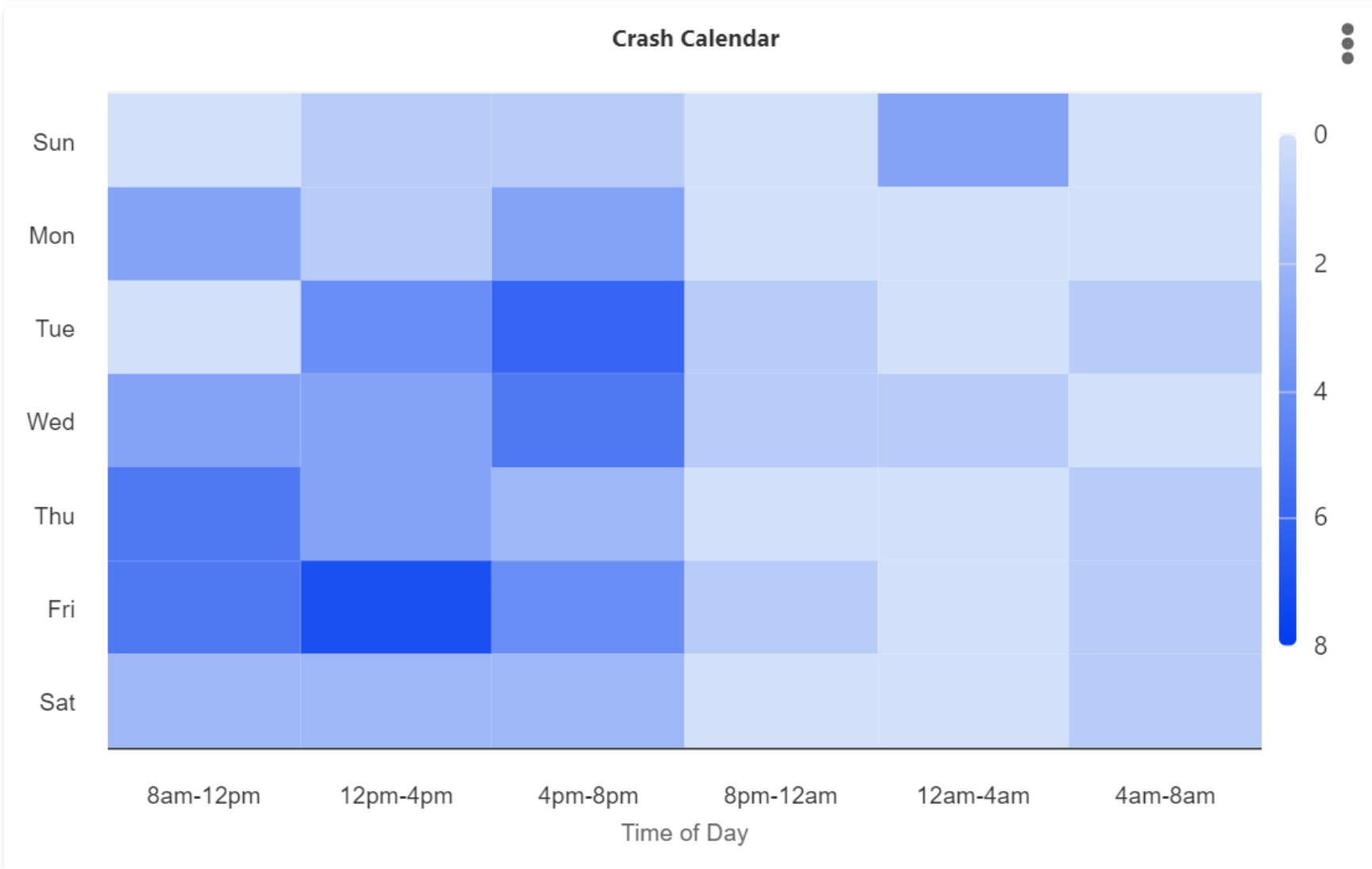
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	73	1	1	25	46
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	1	0	1	0	0
Non-Incapacitating Injuries	12	1	0	11	0
Possible Injuries	25	2	0	23	0
No Injuries	127	0	0	27	100
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
50
40
30
20
10
0
1
1
9
16
46
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

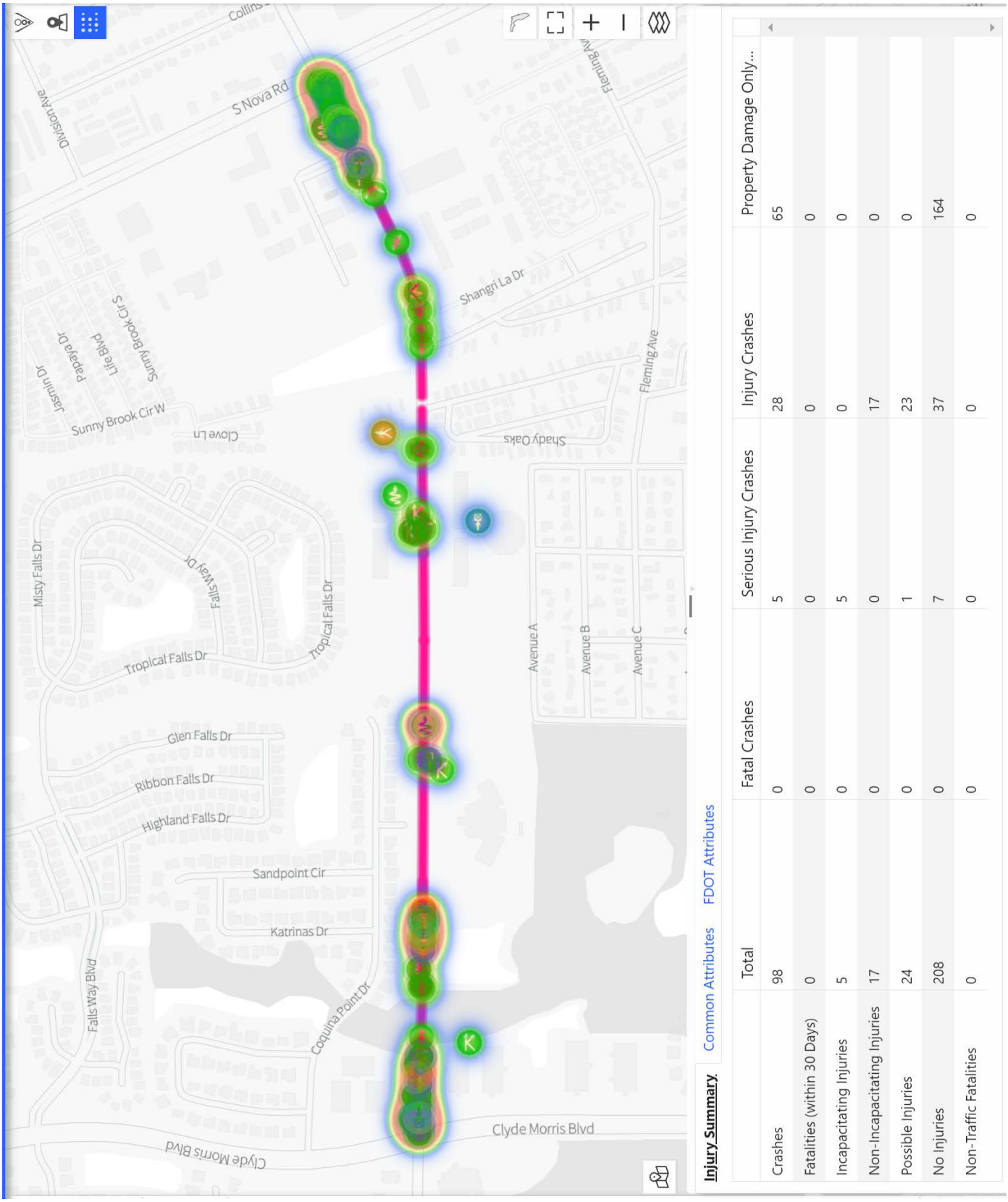

Alcohol Involved
100
75
50
25
0
0
73
Yes
No
Yes
No


Day or Night
Night
Day

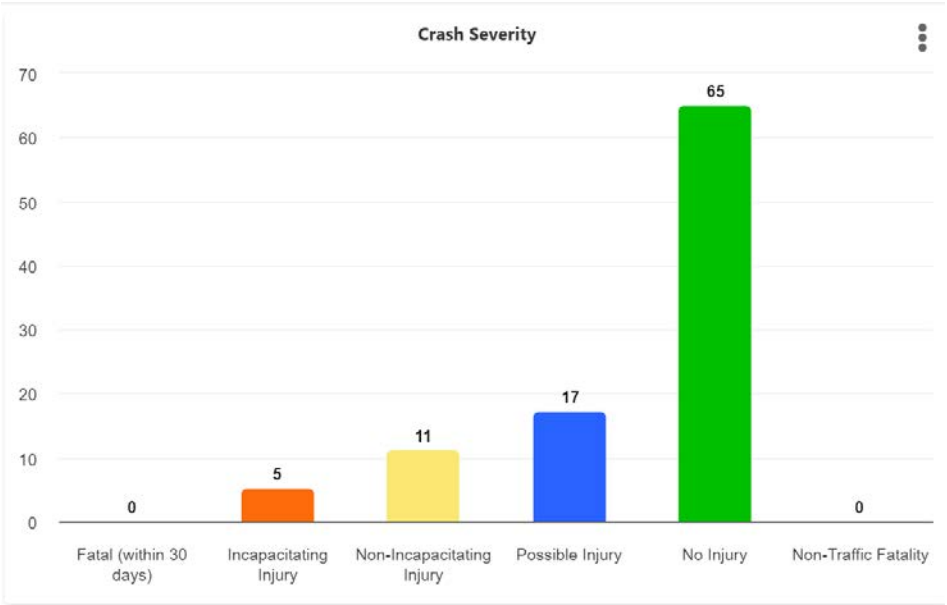

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

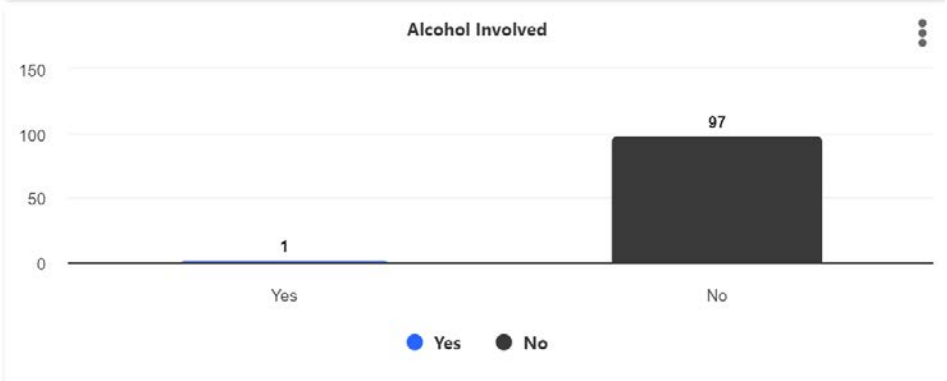

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

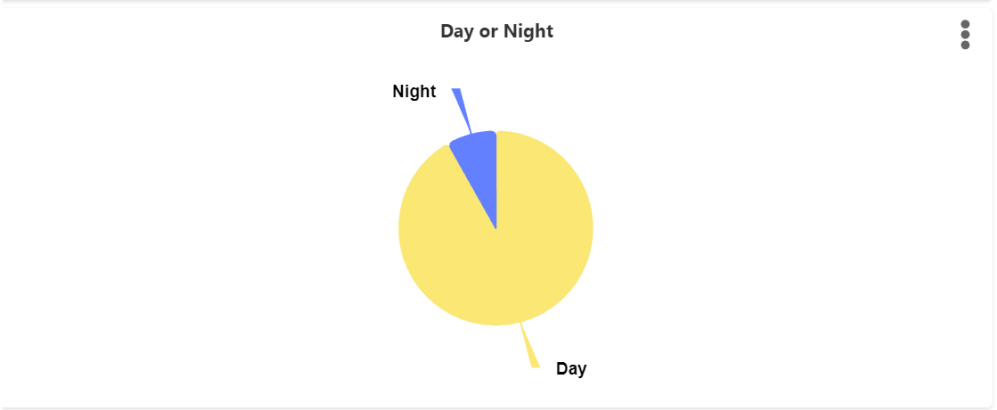
Hand Avenue (Nova Road to Clyde Morris Blvd.)

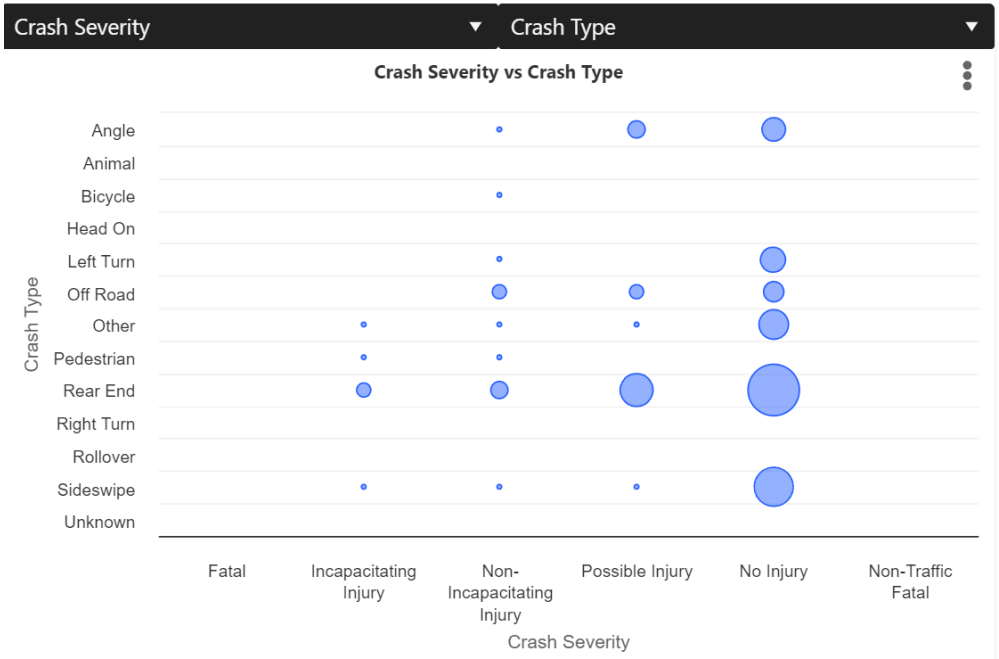


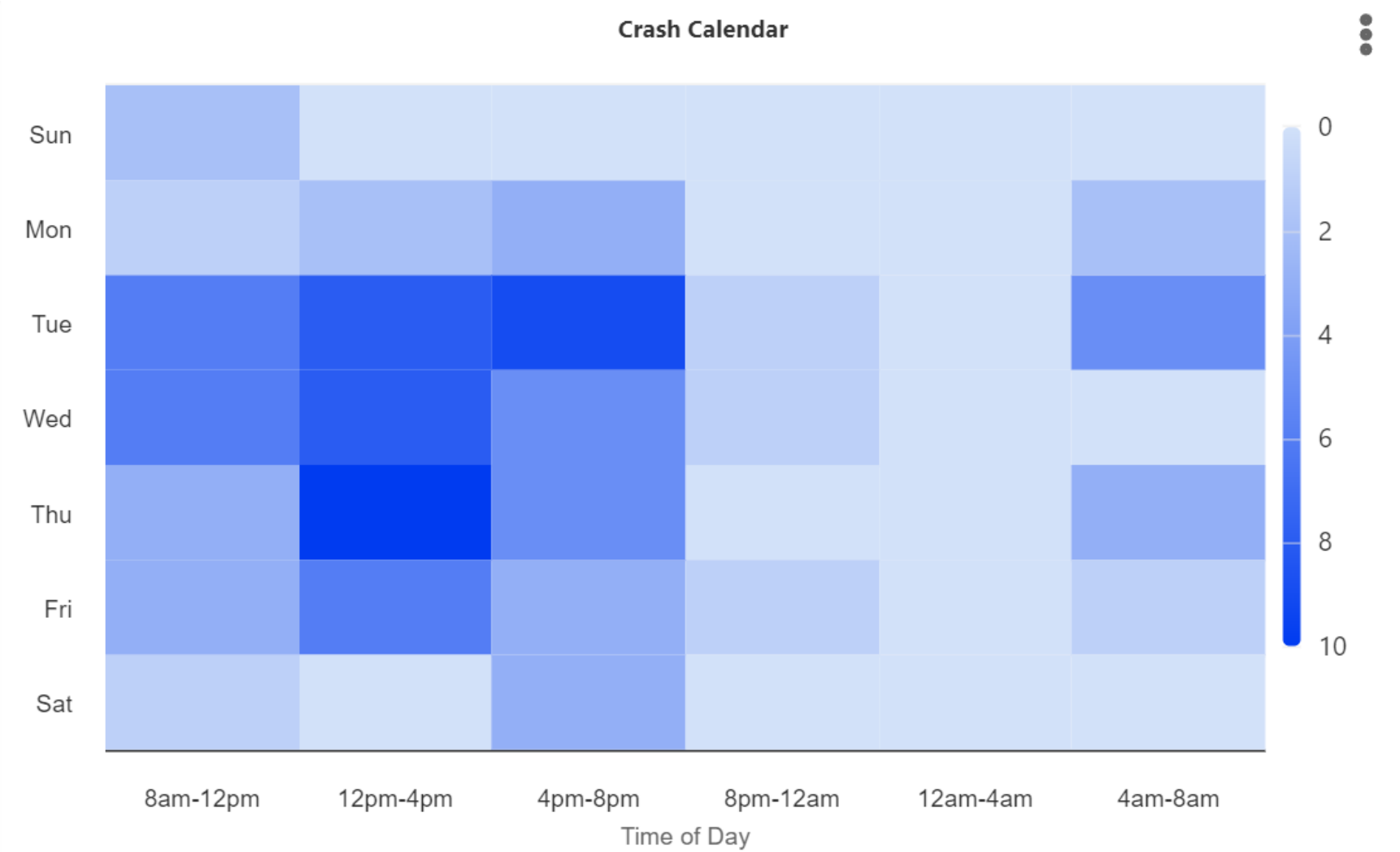
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	98	0	5	28	65
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	5	0	5	0	0
Non-Incapacitating Injuries	17	0	0	17	0
Possible Injuries	24	0	1	23	0
No Injuries	208	0	7	37	164
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
70
60
50
40
30
20
10
0
65
17
11
5
0
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

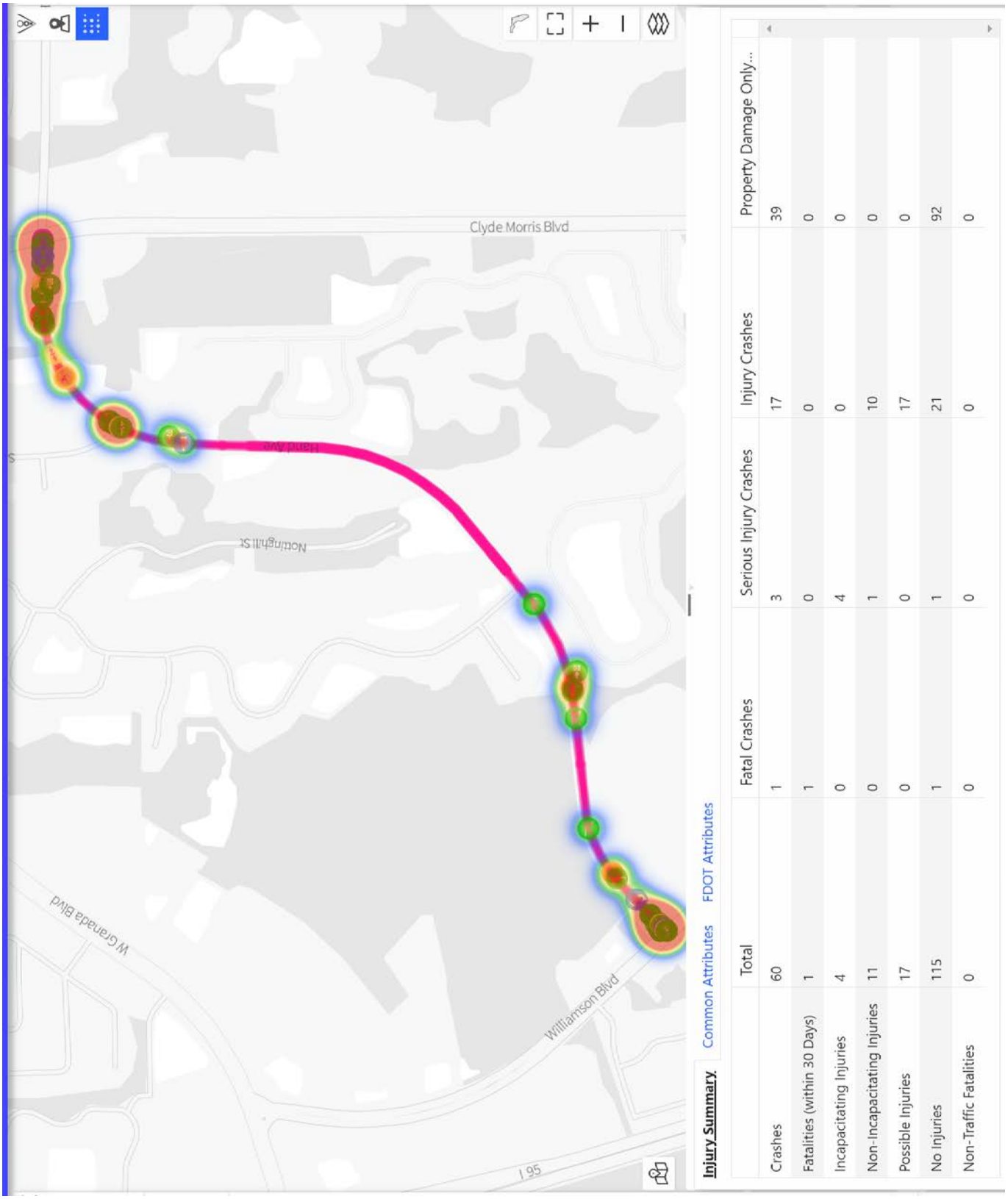

Alcohol Involved
150
100
50
0
97
1
Yes
No
Yes
No


Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

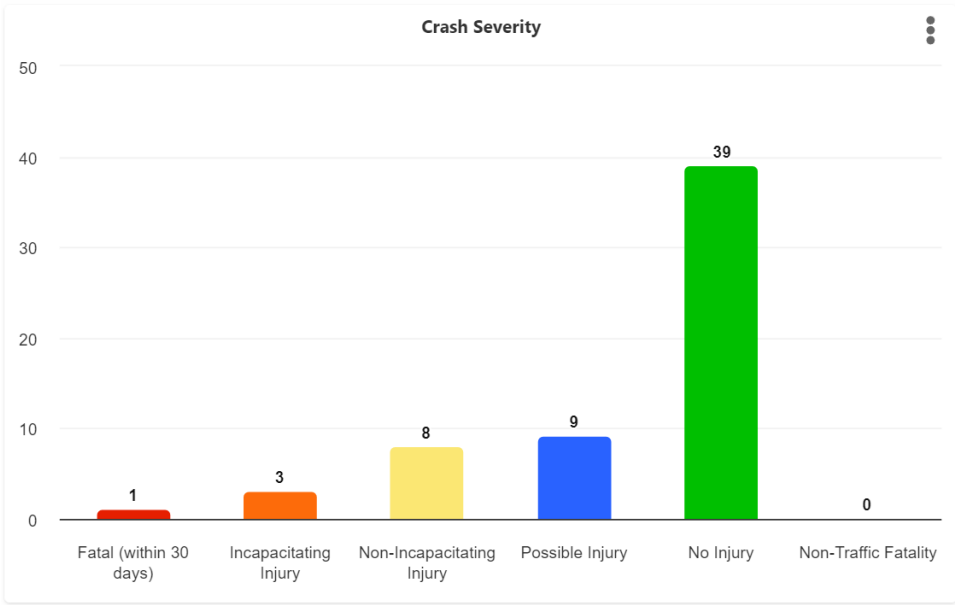

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
2
4
6
8
10
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

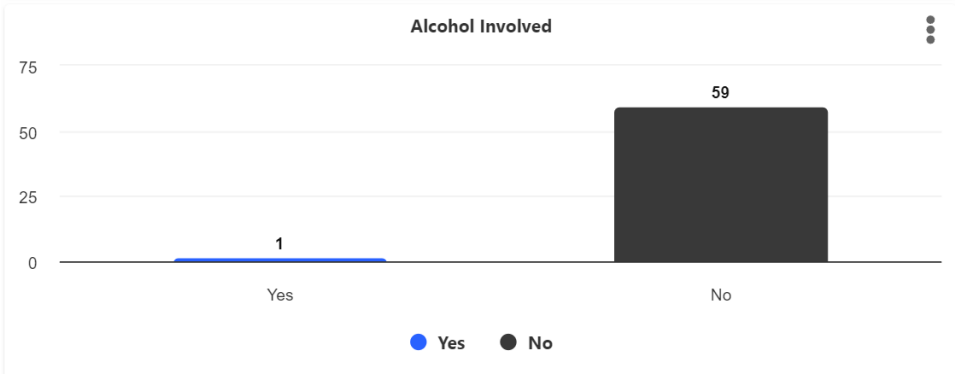
Hand Avenue (Clyde Morris Blvd. to WIlliamson Blvd.)

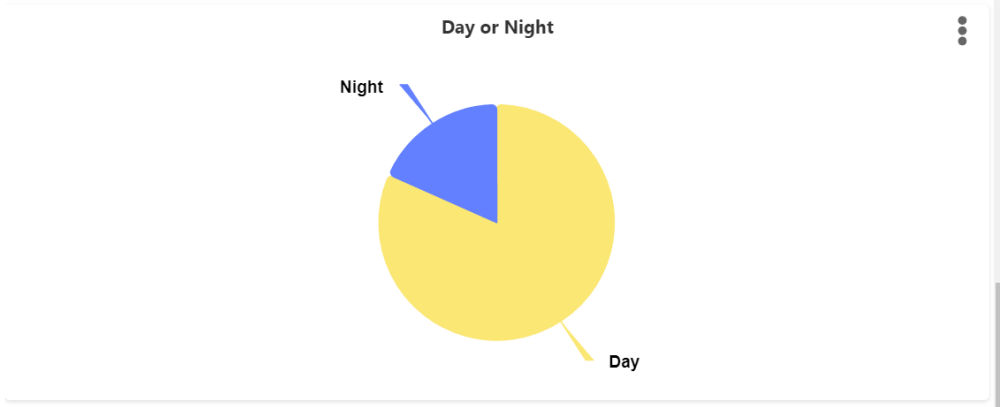


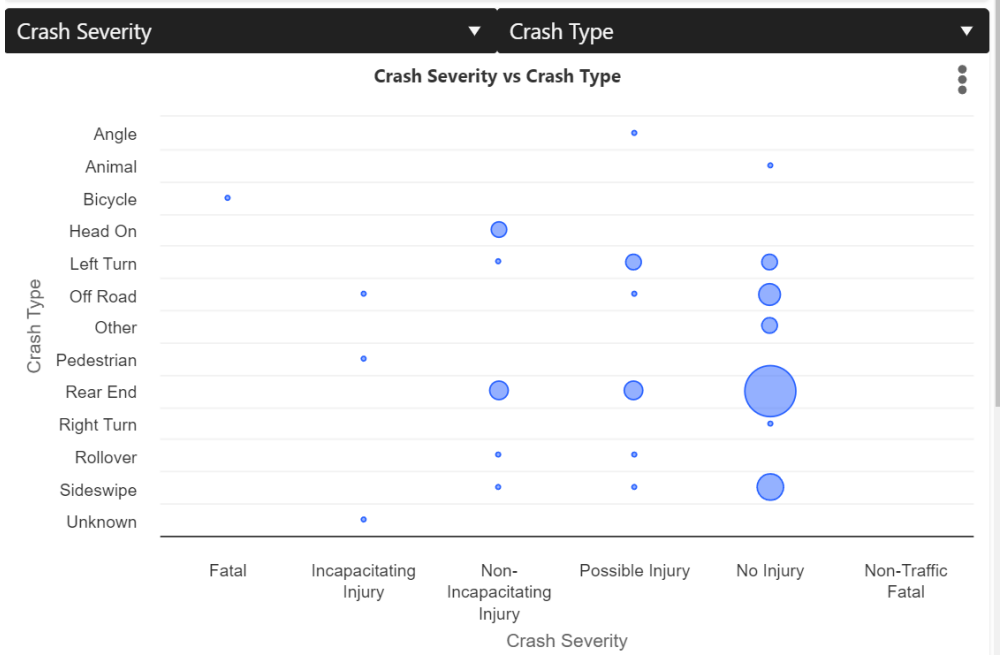
Injury Summary | Common Attributes | FDOT Attributes

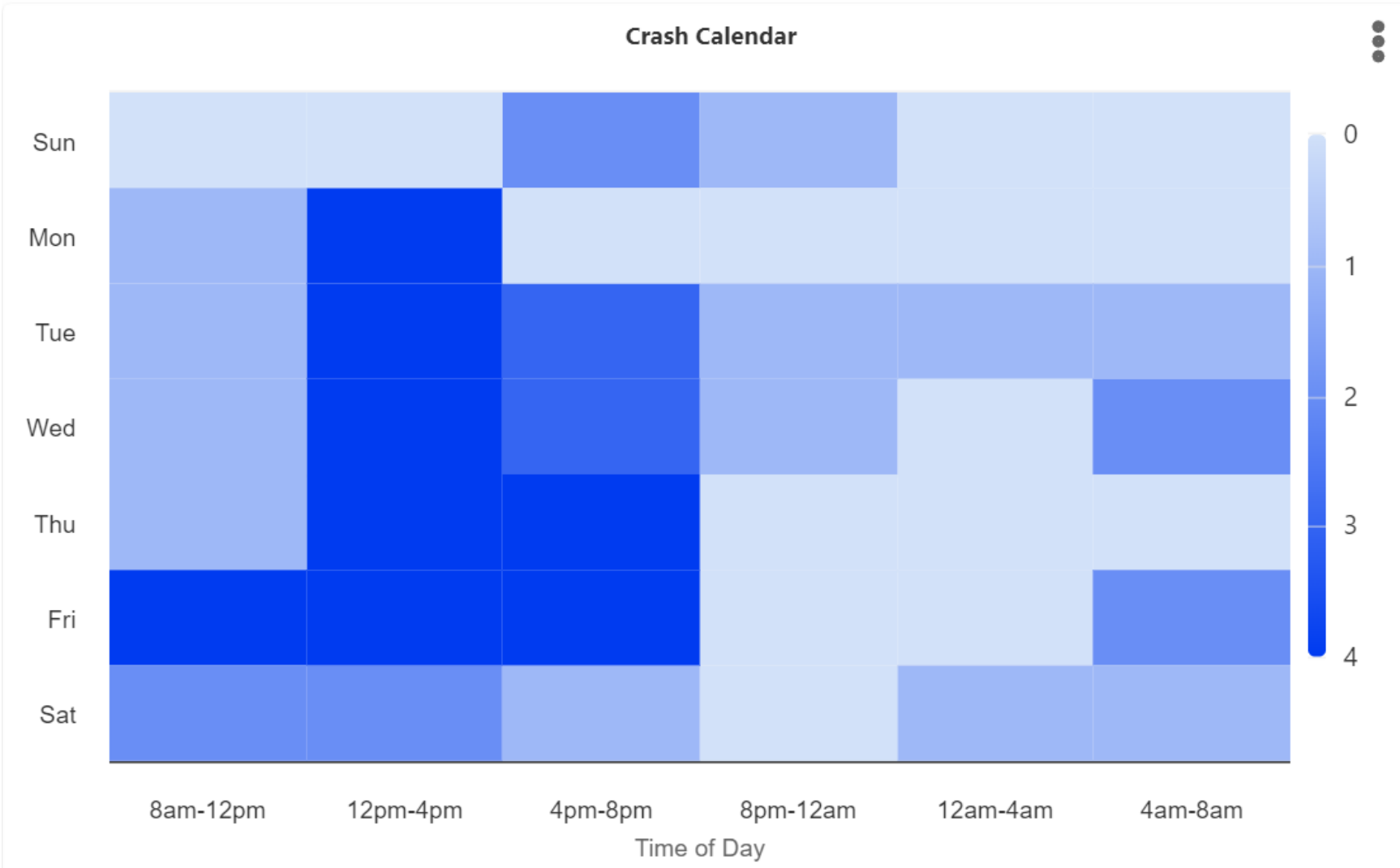
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	60	1	3	17	39
Fatalities (within 30 Days)	1	1	0	0	0
Incapacitating Injuries	4	0	4	0	0
Non-Incapacitating Injuries	11	0	1	10	0
Possible Injuries	17	0	0	17	0
No Injuries	115	1	1	21	92
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
50
40
30
20
10
0
1
3
8
9
39
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
75
50
25
0
1
59
Yes
No
Yes
No


Day or Night
Night
Day

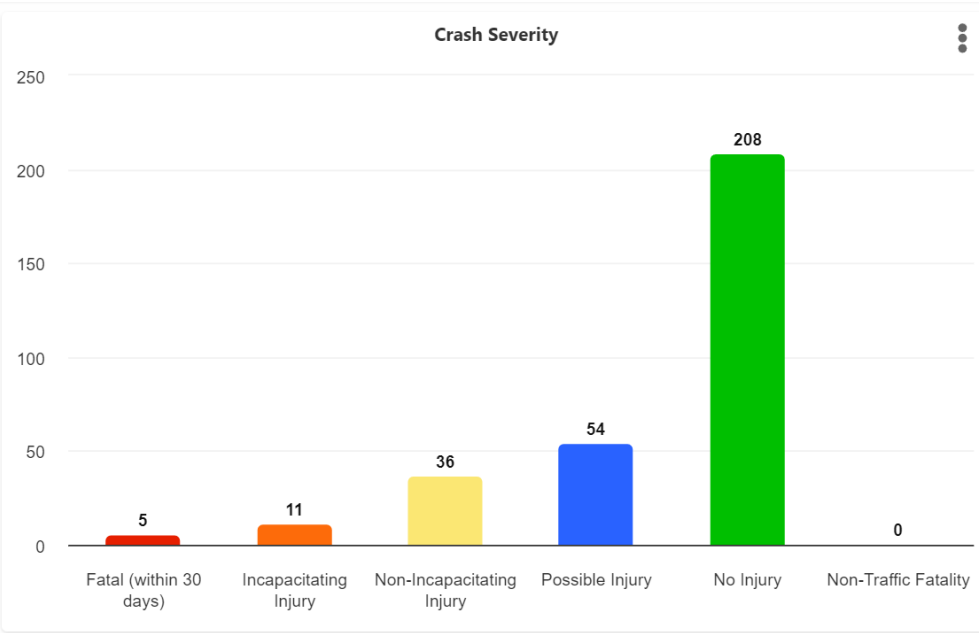

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

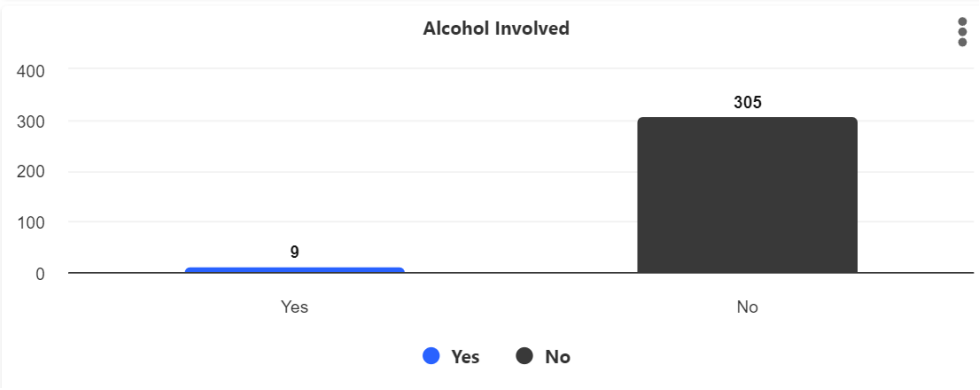

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
1
2
3
4
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

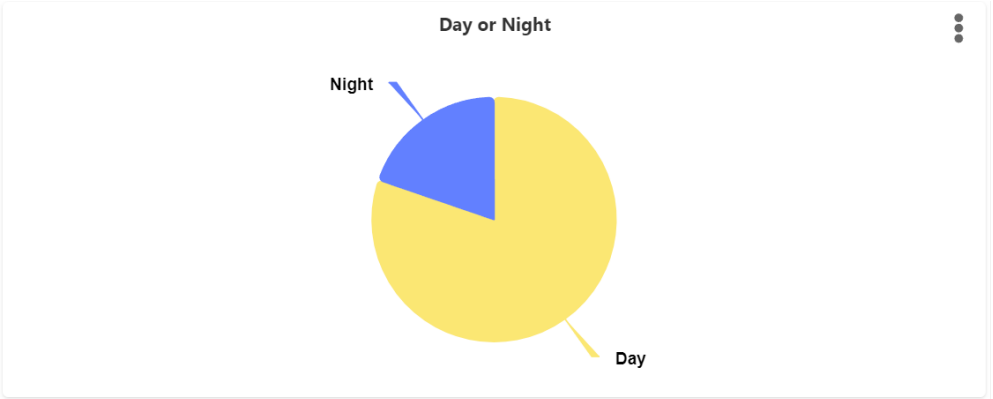
Nova Road
(US 1 to Granada Blvd.)

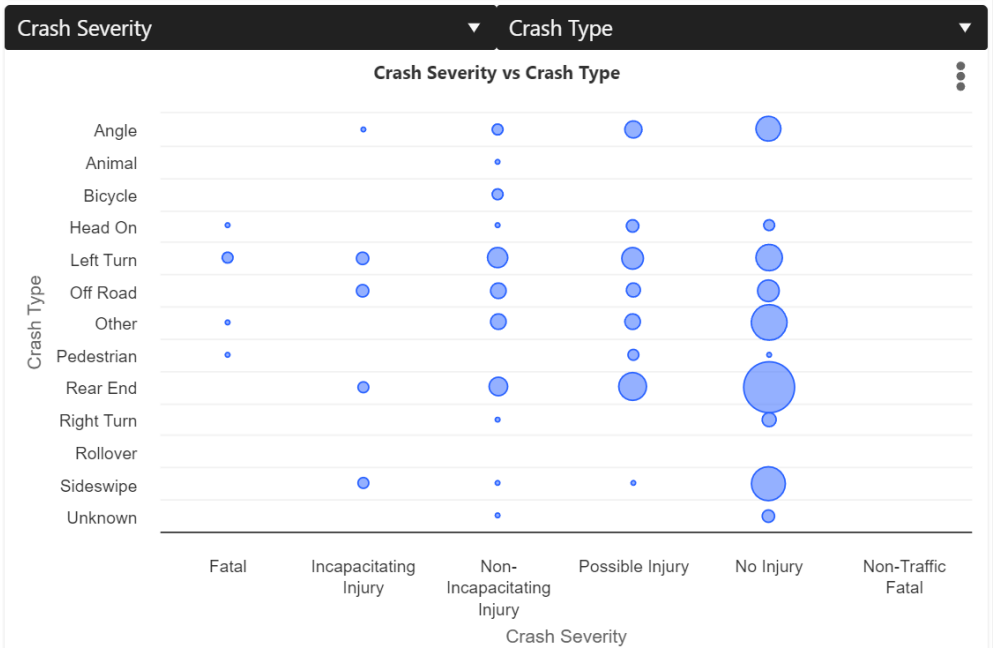
Injury Summary Common Attributes FDOT Attributes

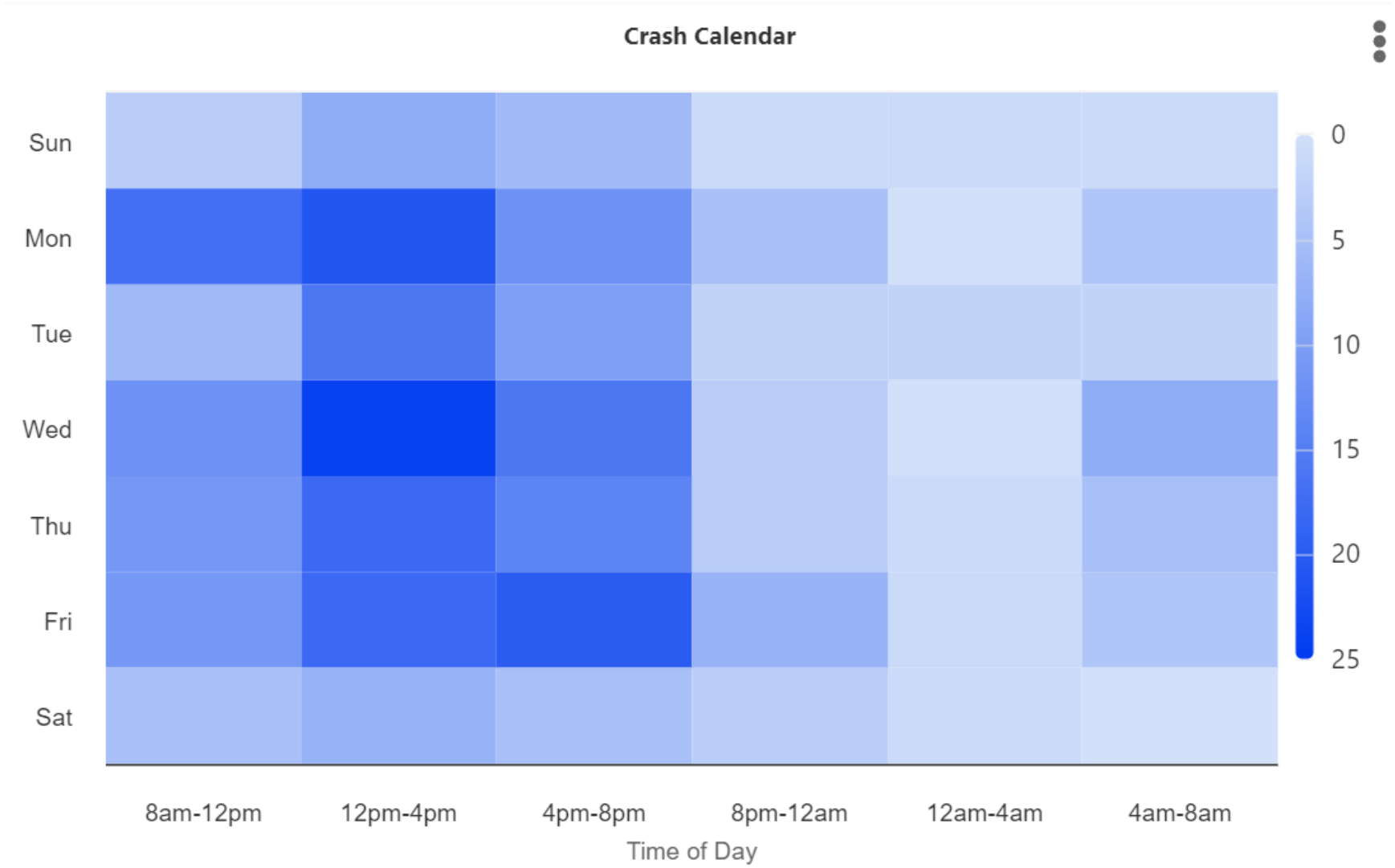
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	314	5	11	90	208
Fatalities (within 30 Days)	5	5	0	0	0
Incapacitating Injuries	13	2	11	0	0
Non-Incapacitating Injuries	53	3	1	49	0
Possible Injuries	95	0	2	93	0
No Injuries	608	2	14	114	478
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
250
200
150
100
50
0
5
11
36
54
208
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
300
200
100
0
9
305
Yes
No
Yes
No


Day or Night
Night
Day

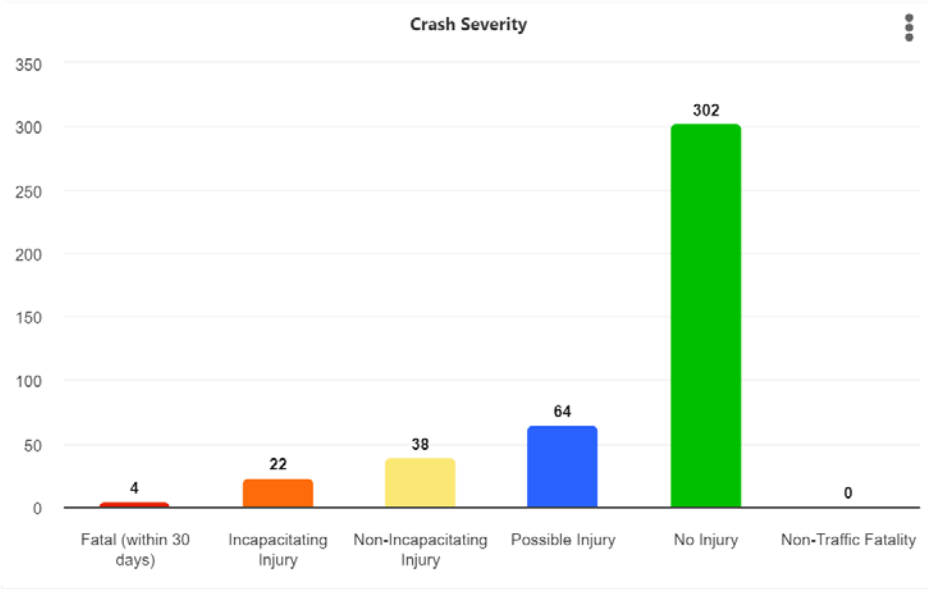

Crash Severity
Crash Type
Crash Severity vs Crash Type
Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

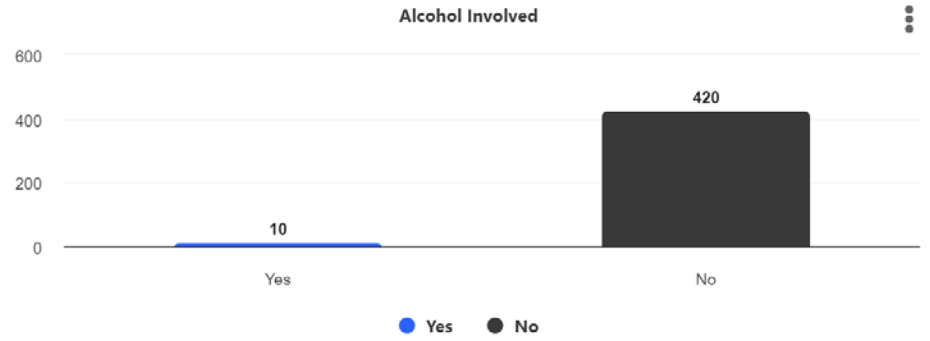

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
25
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

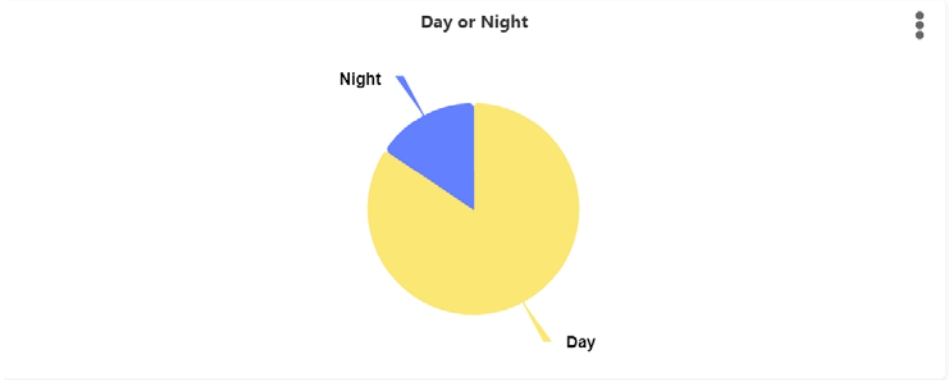
Nova Road
(Granada Blvd. to Hand Ave.)

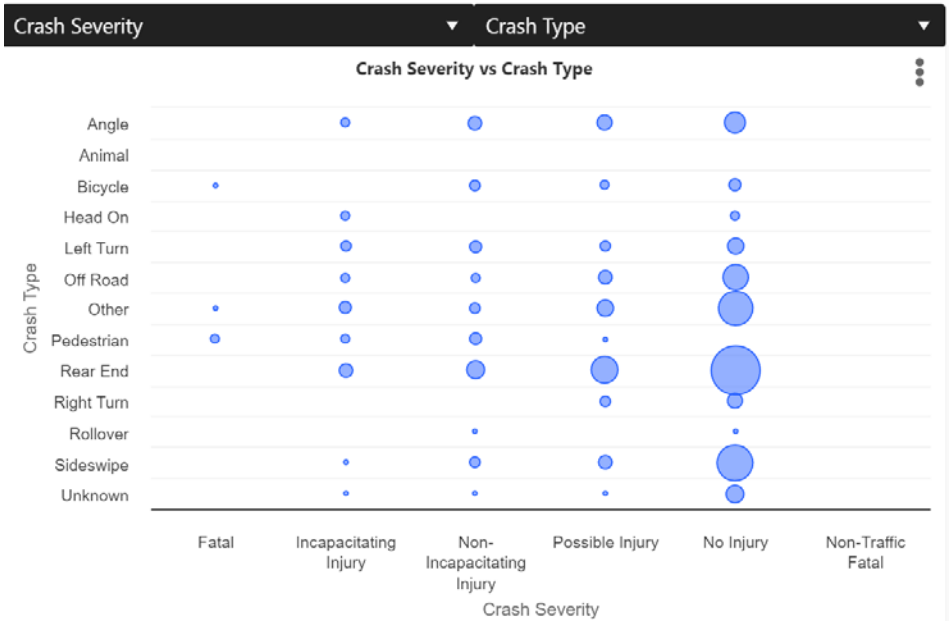
Injury Summary | Common Attributes | FDOT Attributes

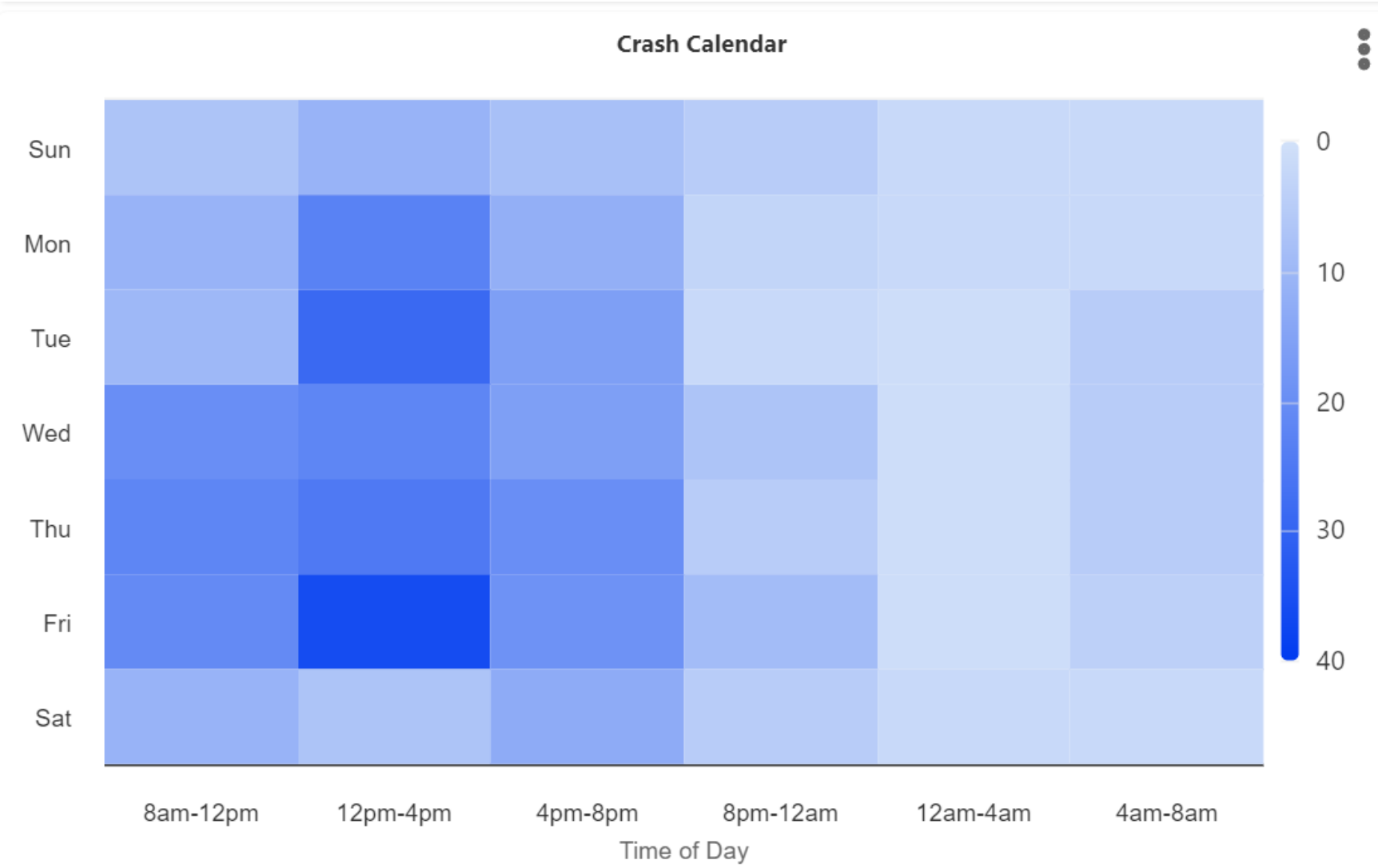
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	430	4	22	102	302
Fatalities (within 30 Days)	4	4	0	0	0
Incapacitating Injuries	26	0	26	0	0
Non-Incapacitating Injuries	59	0	10	49	0
Possible Injuries	109	0	2	107	0
No Injuries	839	5	24	126	684
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
350
300
250
200
150
100
50
0
4
22
38
64
302
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

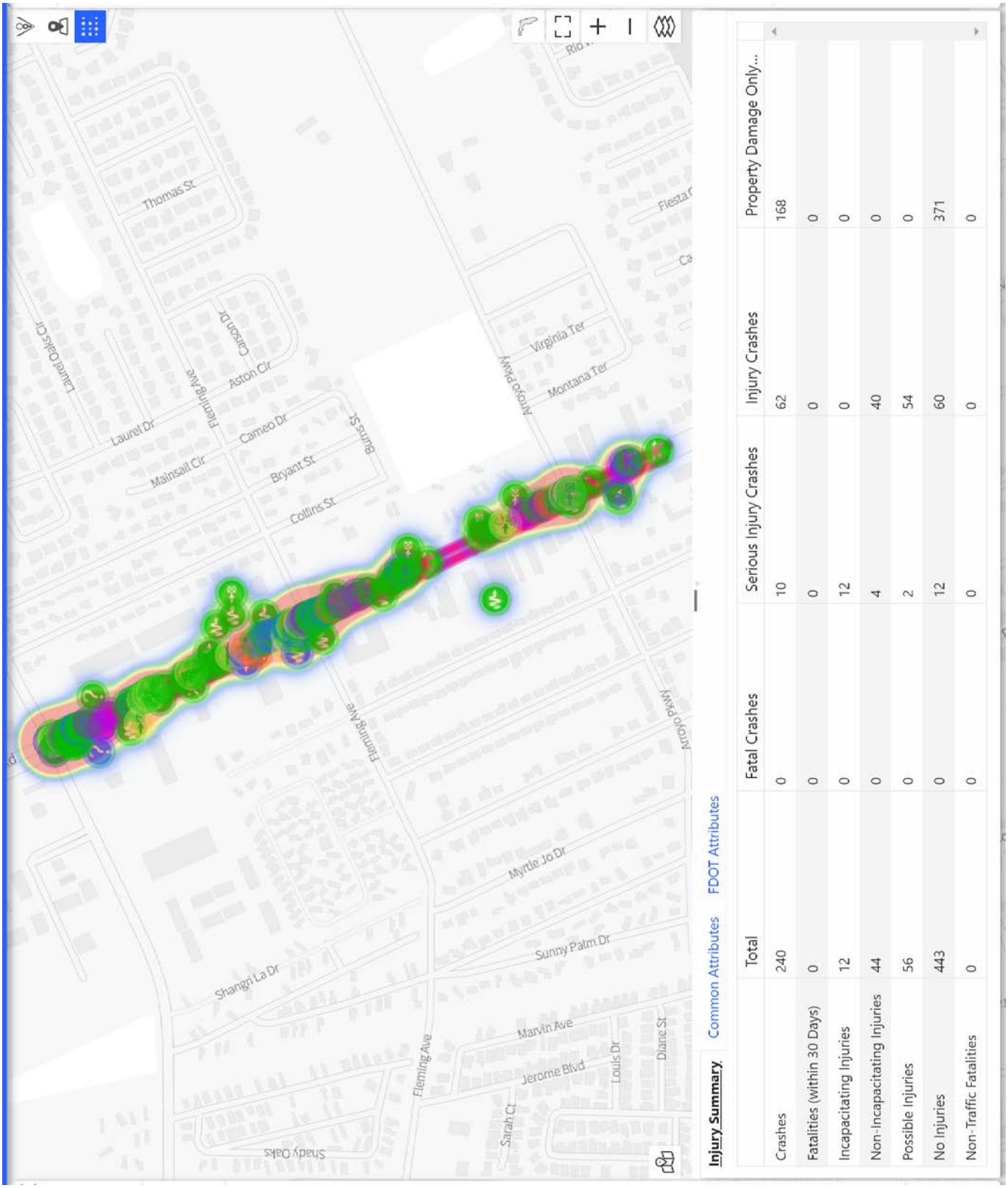

Alcohol Involved
600
400
200
0
10
420
Yes
No
Yes
No


Day or Night
Night
Day

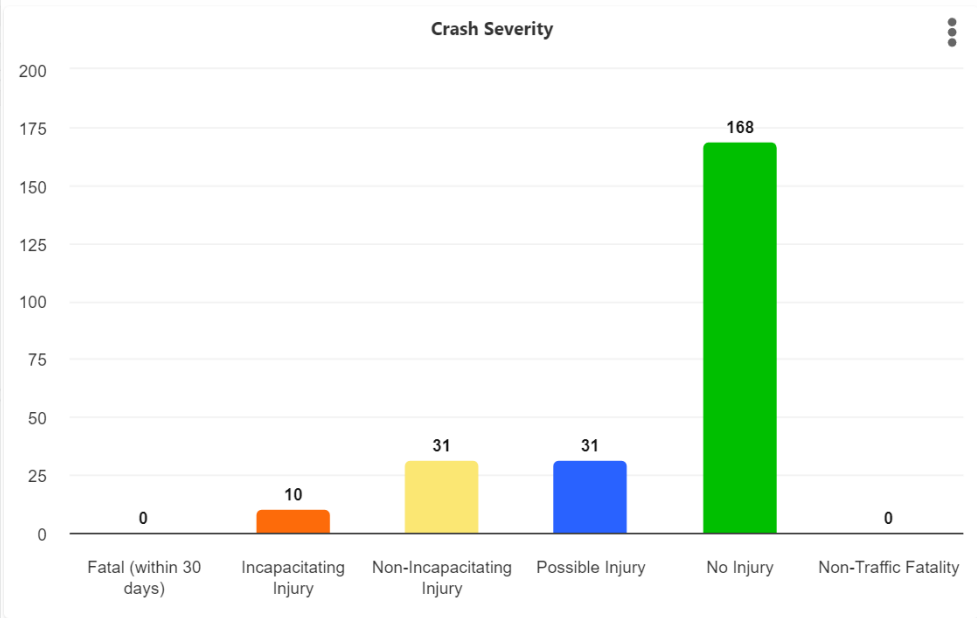

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

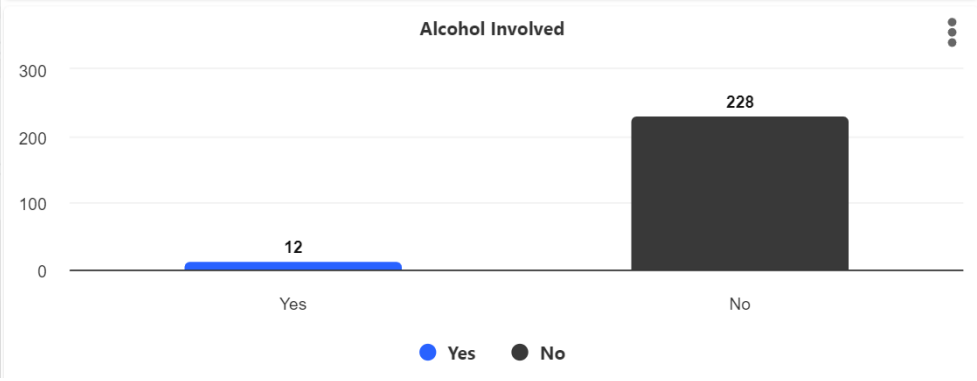

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
40
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

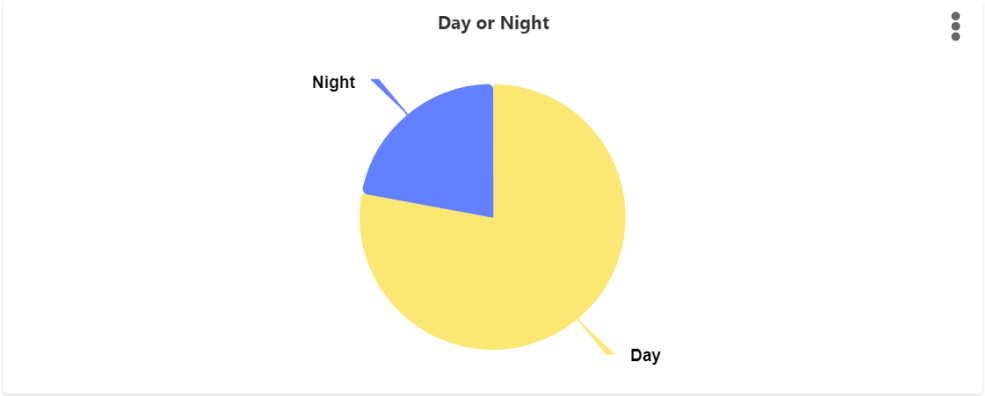
Nova Road
(Hand Ave. to South City Limits)

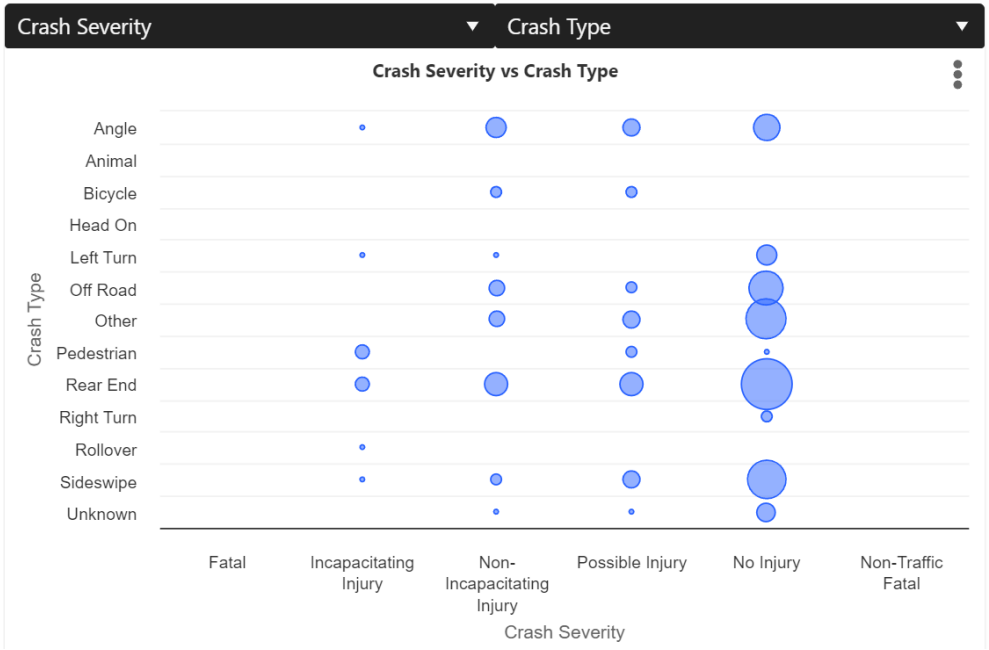


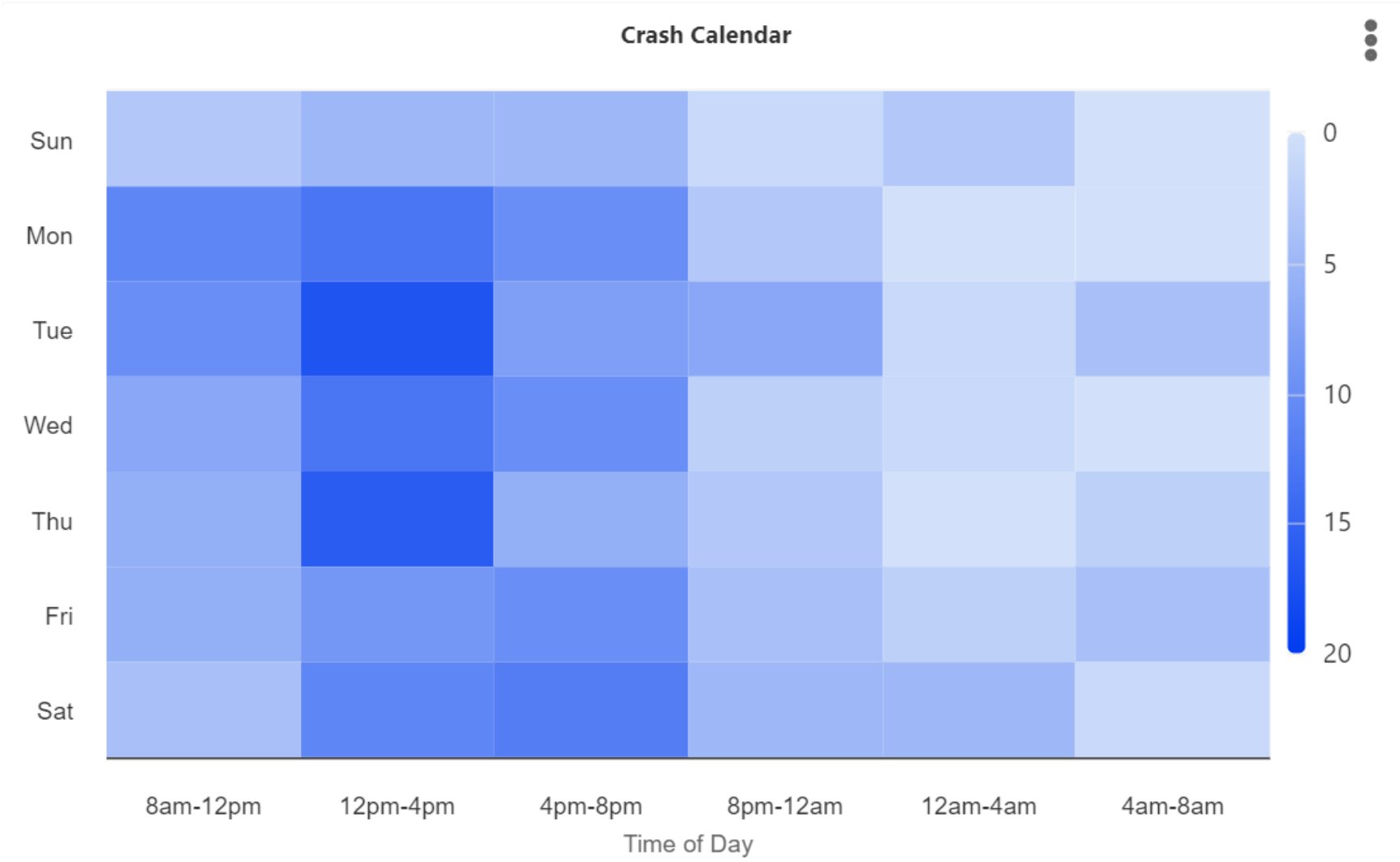
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	240	0	10	62	168
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	12	0	12	0	0
Non-Incapacitating Injuries	44	0	4	40	0
Possible Injuries	56	0	2	54	0
No Injuries	443	0	12	60	371
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
200
175
150
125
100
75
50
25
0
0
10
31
31
168
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
300
200
100
0
12
228
Yes
No
Yes
No

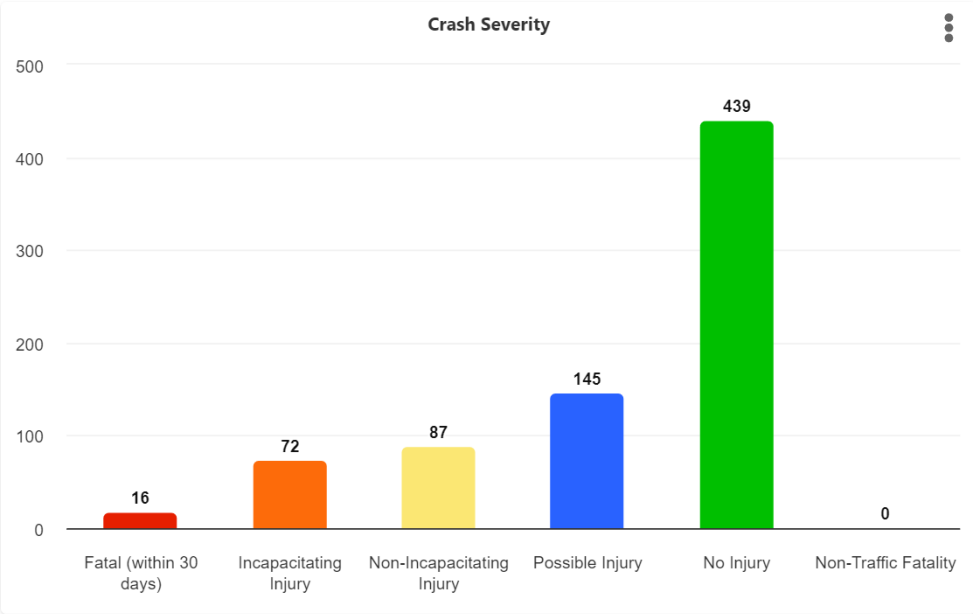

Day or Night
Night
Day

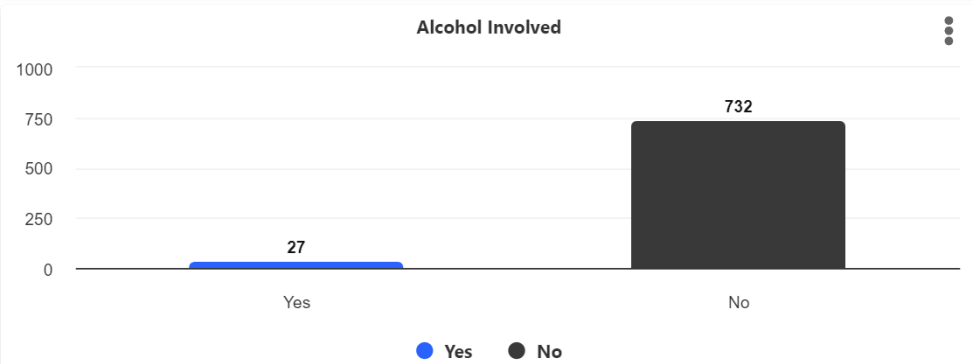

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality
Crash Severity

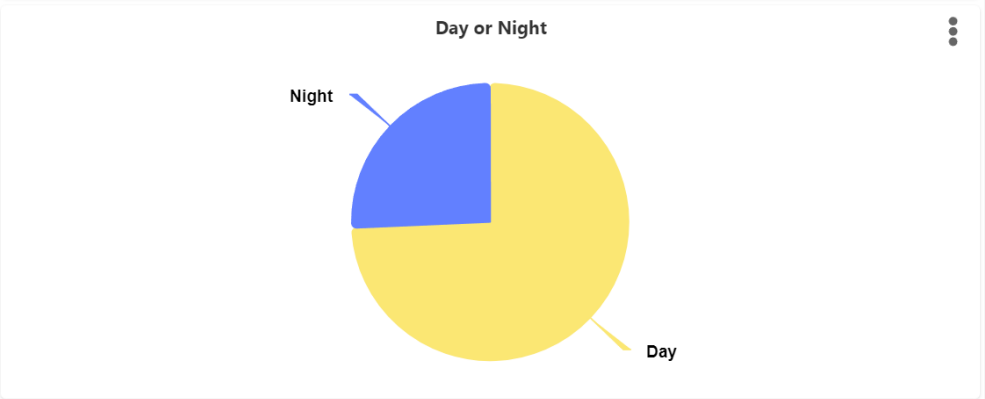

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

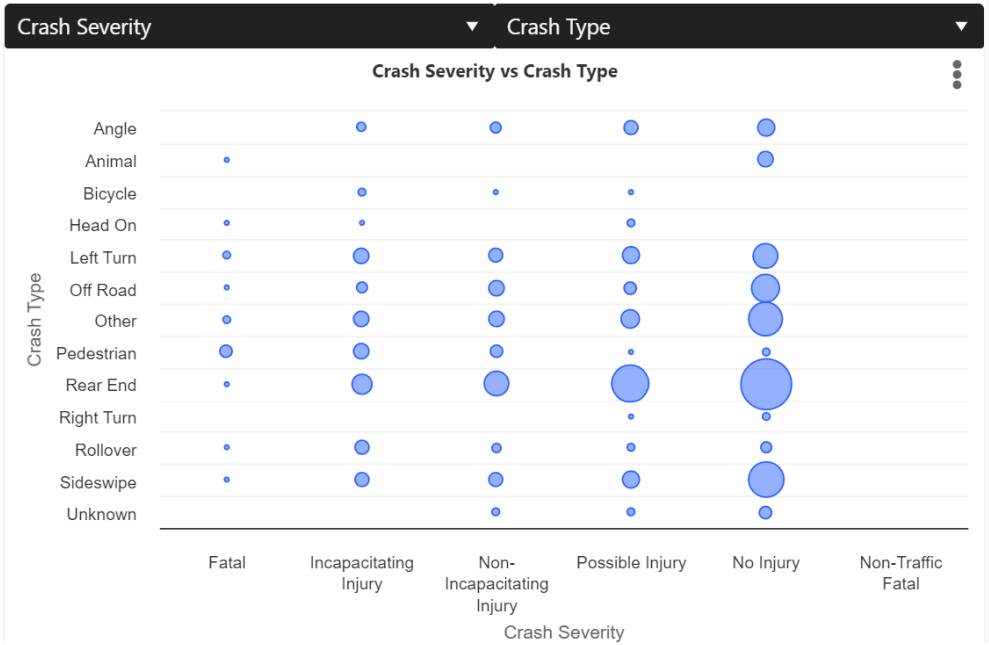
US 1
(North City Limits to Nova Road)

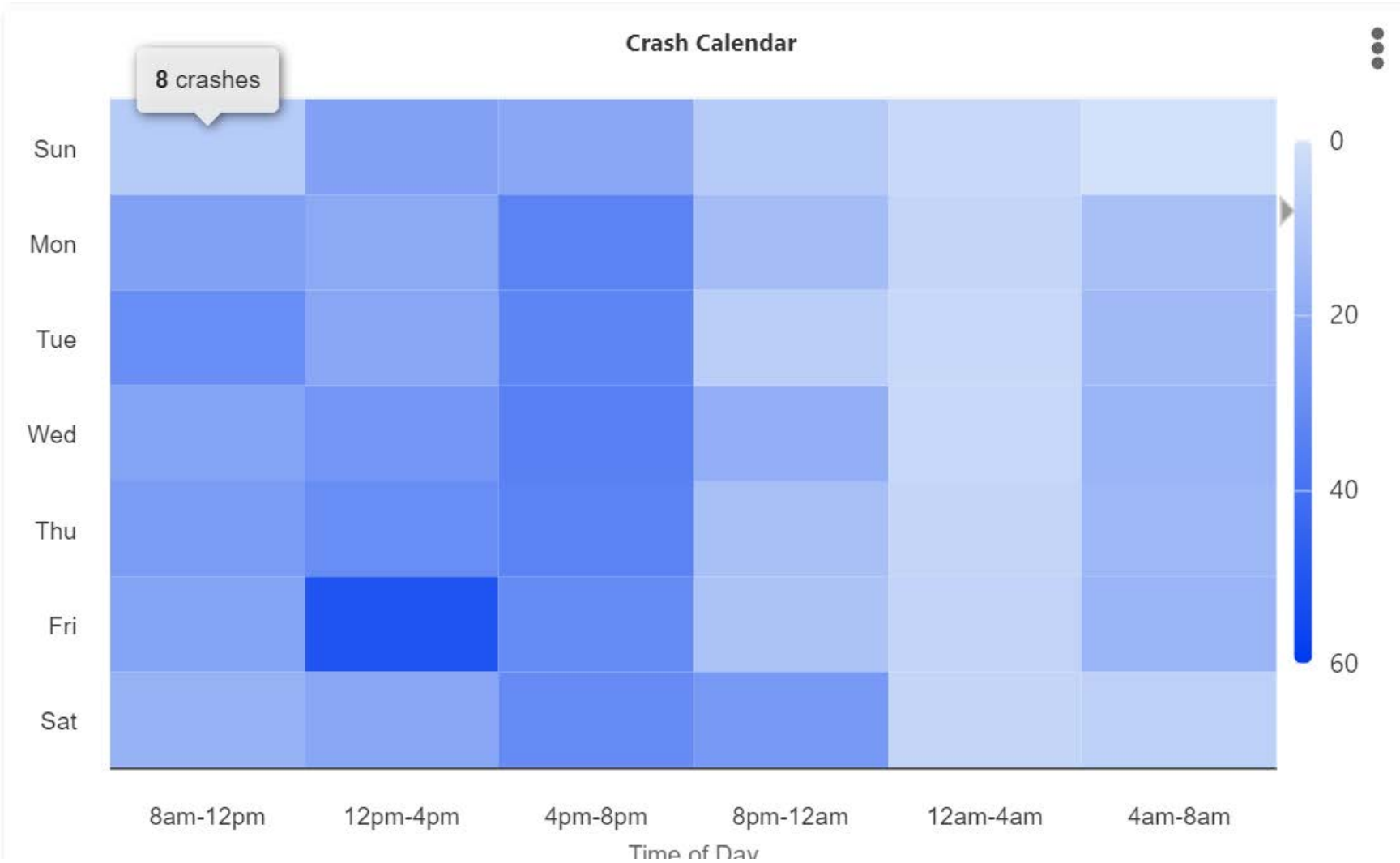
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	759	16	72	232	439
Fatalities (within 30 Days)	16	16	0	0	0
Incapacitating Injuries	98	4	94	0	0
Non-Incapacitating Injuries	130	5	7	118	0
Possible Injuries	269	1	22	246	0
No Injuries	1460	14	87	263	1096
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
500
400
300
200
100
0
16
72
87
145
439
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality

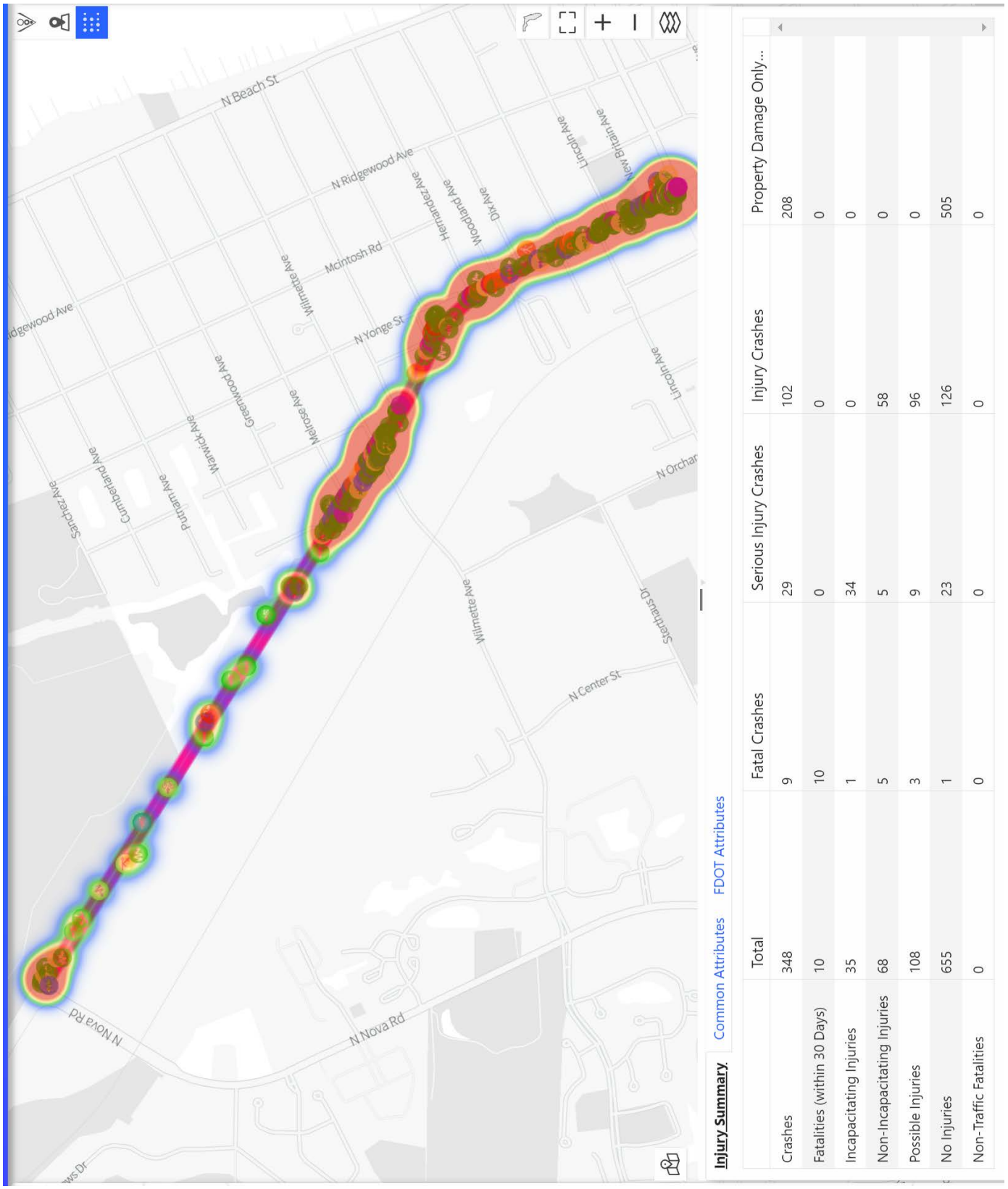

Alcohol Involved
1000
750
500
250
0
27
732
Yes
No
Yes
No


Day or Night
Night
Day

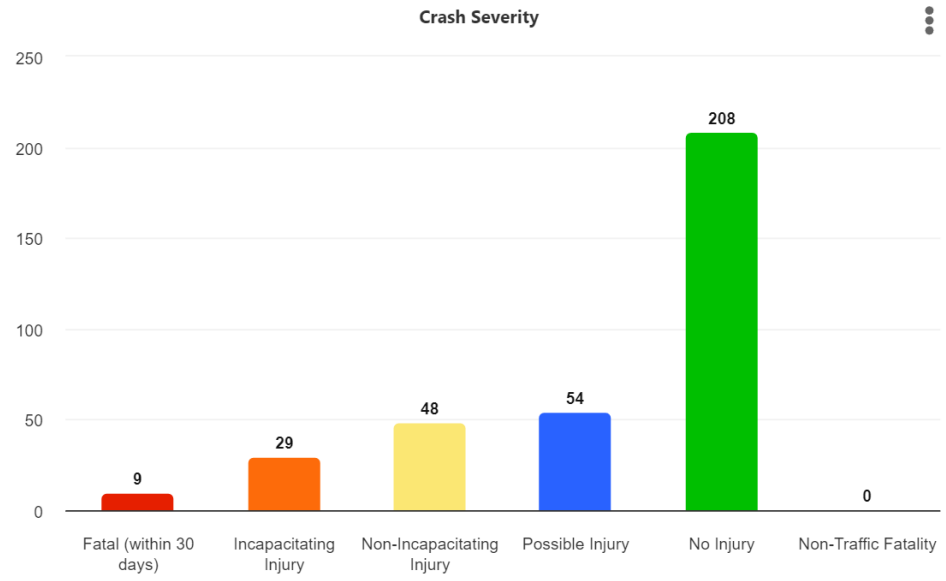

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

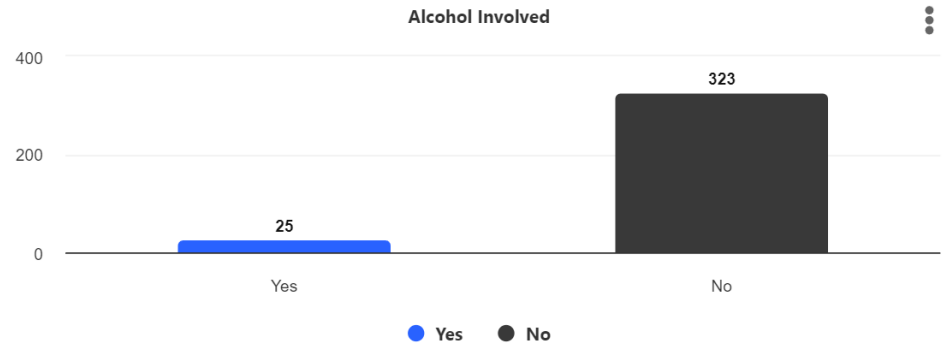

Crash Calendar
8 crashes
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
20
40
60
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

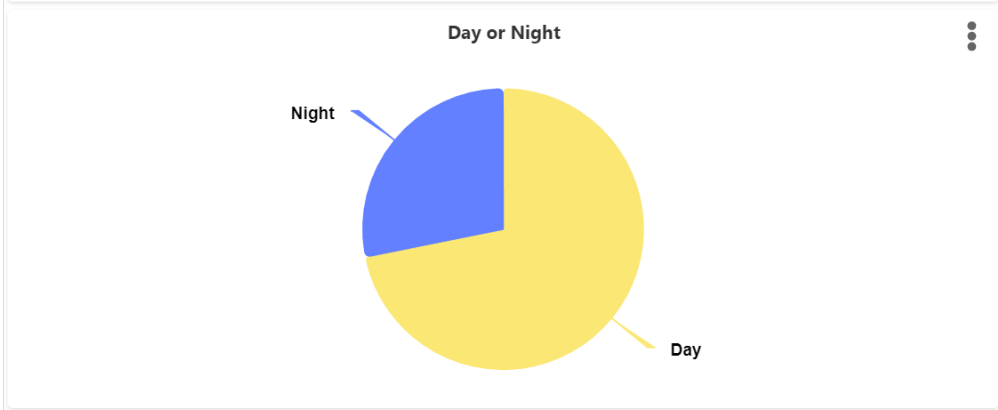
US 1
(Nova Road to Granada Blvd.)

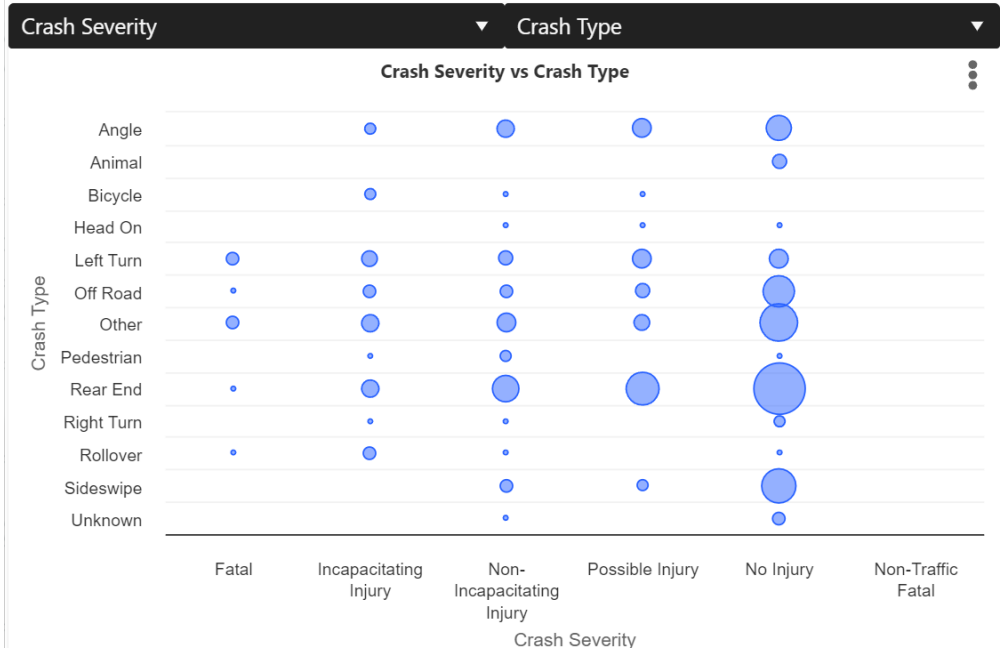


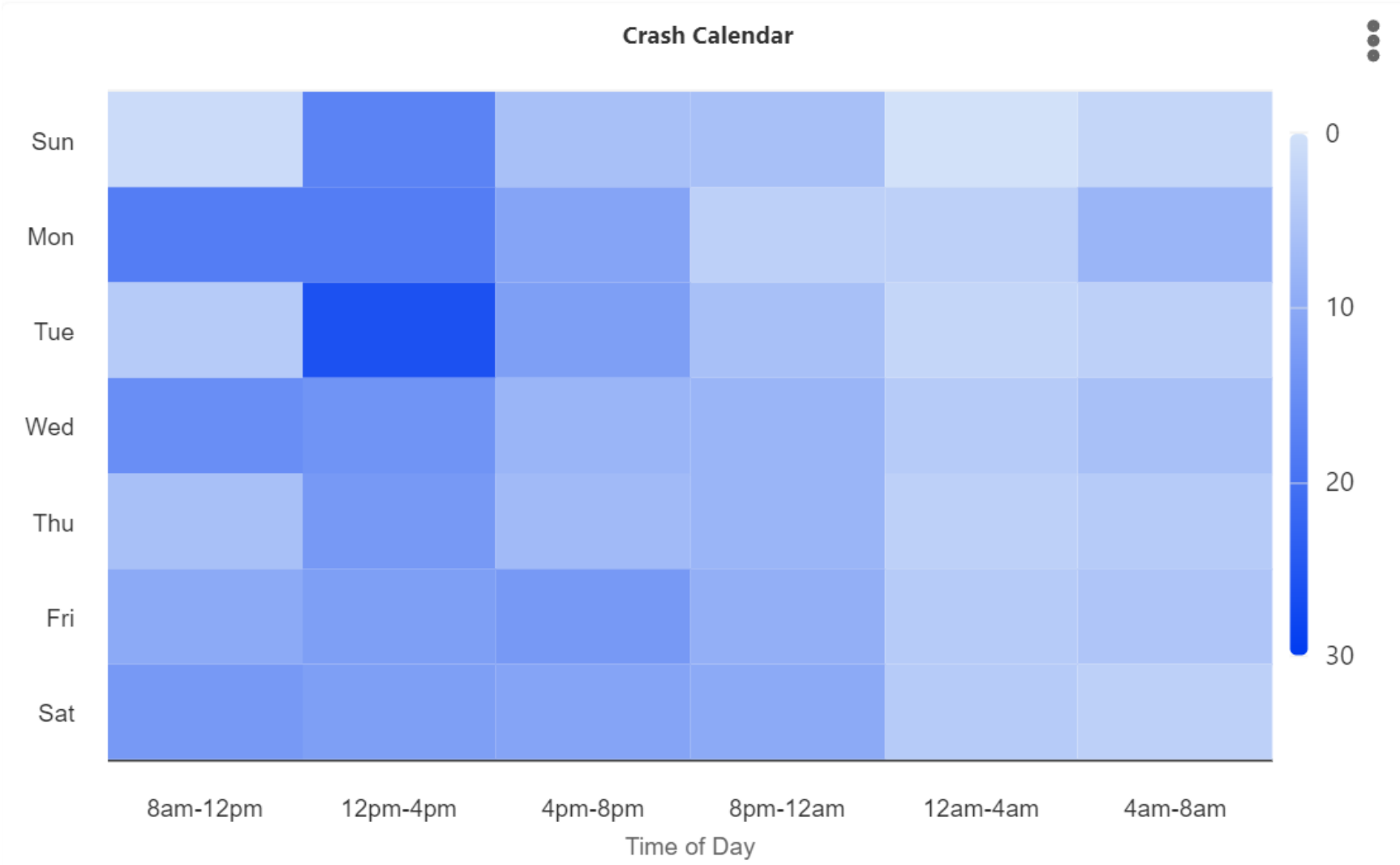
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	348	9	29	102	208
Fatalities (within 30 Days)	10	10	0	0	0
Incapacitating Injuries	35	1	34	0	0
Non-Incapacitating Injuries	68	5	5	58	0
Possible Injuries	108	3	9	96	0
No Injuries	655	1	23	126	505
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
250
200
150
100
50
0
9
29
48
54
208
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
200
0
25
323
Yes
No
Yes
No

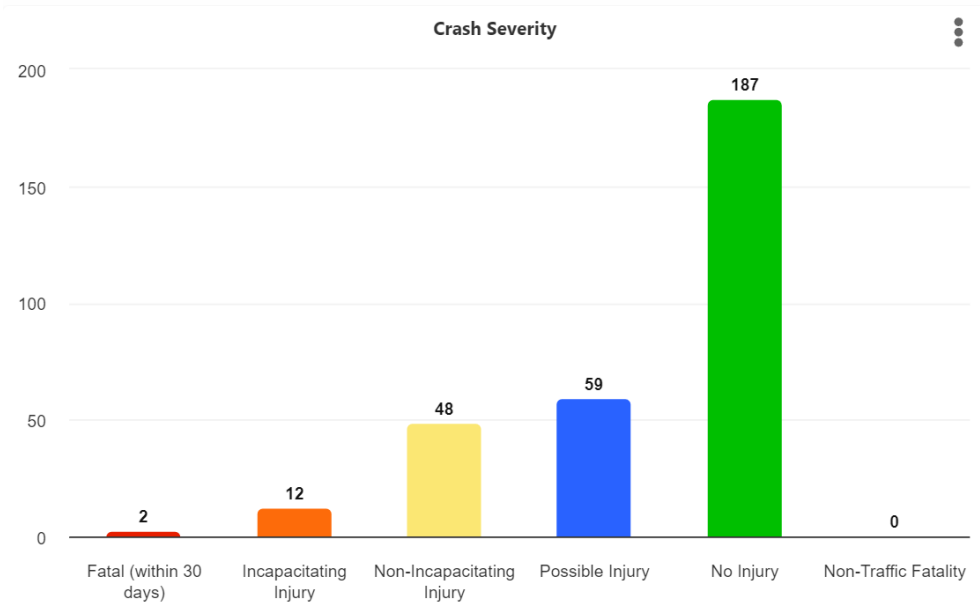

Day or Night
Night
Day

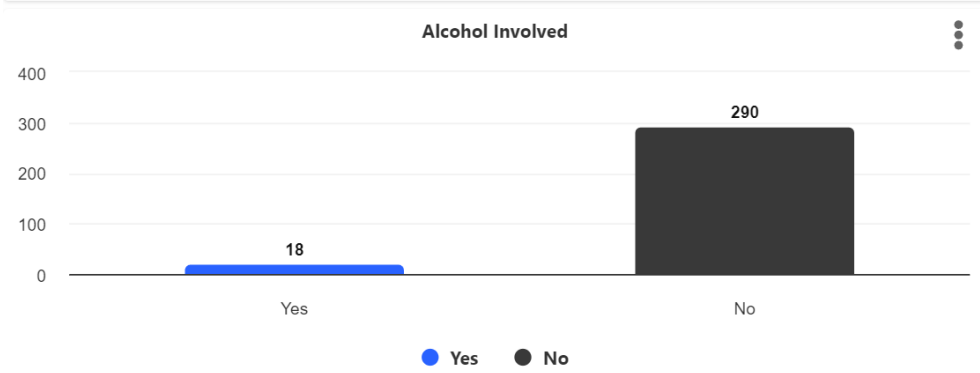

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity

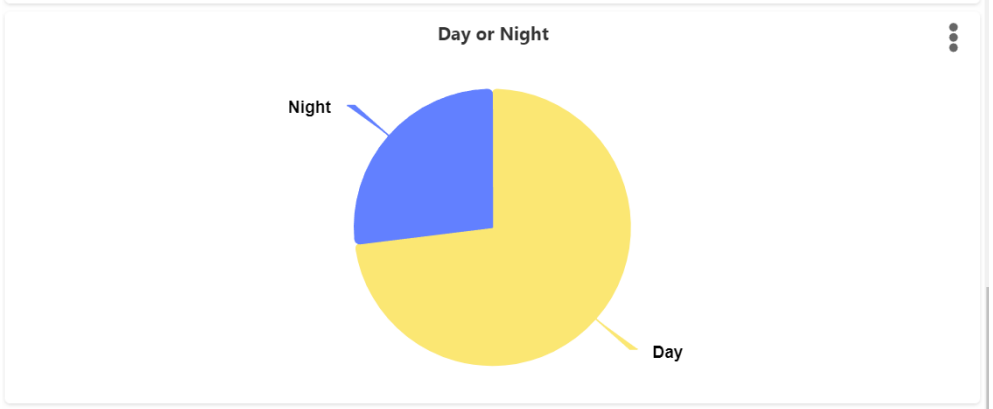

Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
10
20
30
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

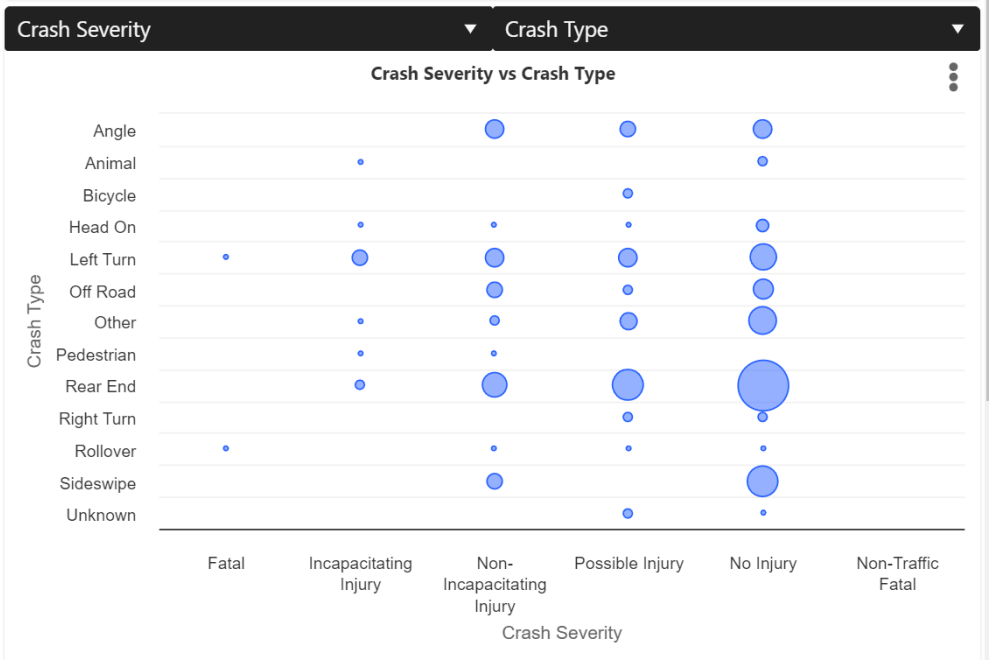
US 1
(Granada Blvd. to Hand Ave.)

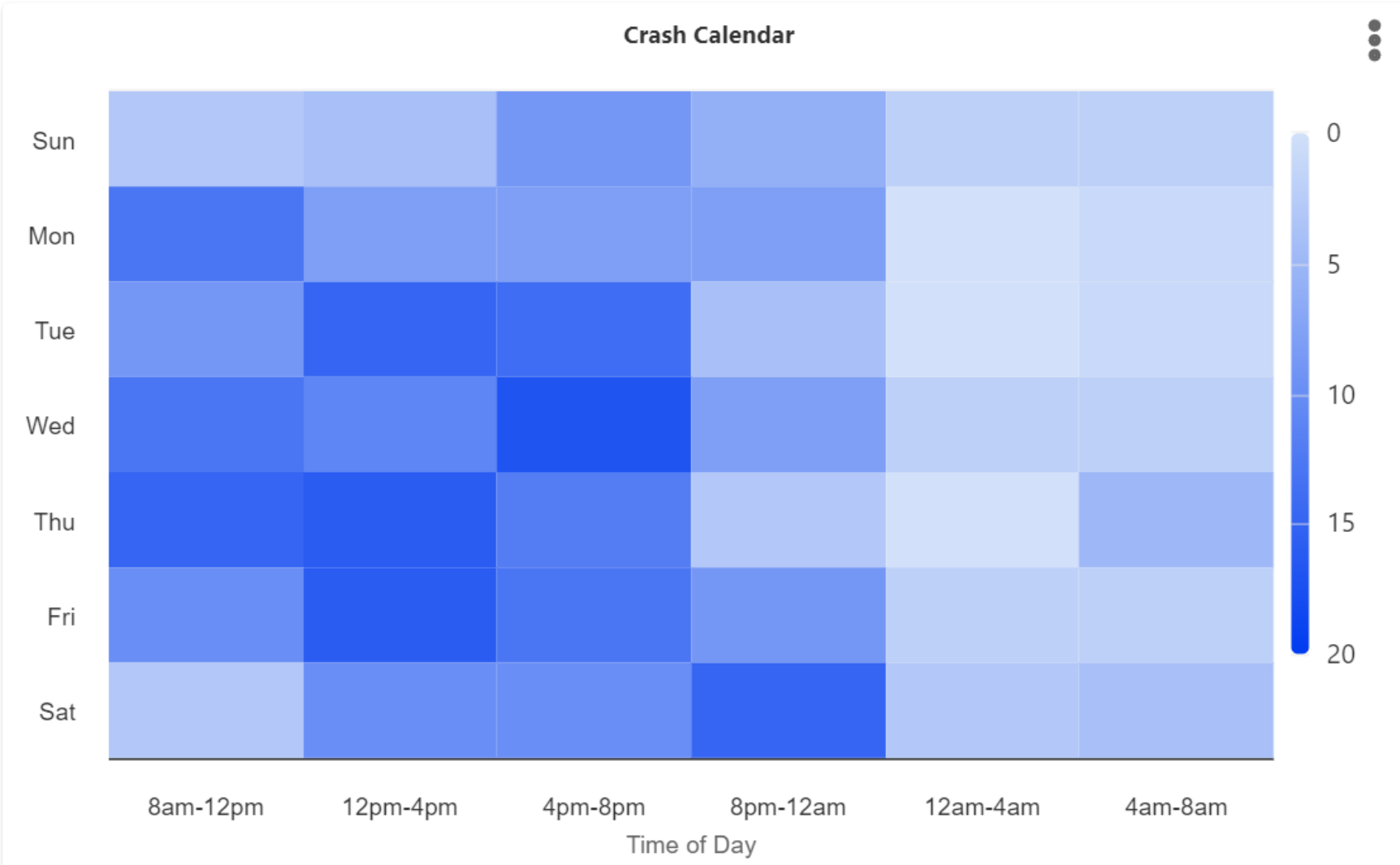
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	308	2	12	107	187
Fatalities (within 30 Days)	2	2	0	0	0
Incapacitating Injuries	16	1	15	0	0
Non-Incapacitating Injuries	57	1	3	53	0
Possible Injuries	89	0	4	85	0
No Injuries	616	3	14	150	449
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
200
150
100
50
0
2
12
48
59
187
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
300
200
100
0
18
290
Yes
No
Yes
No

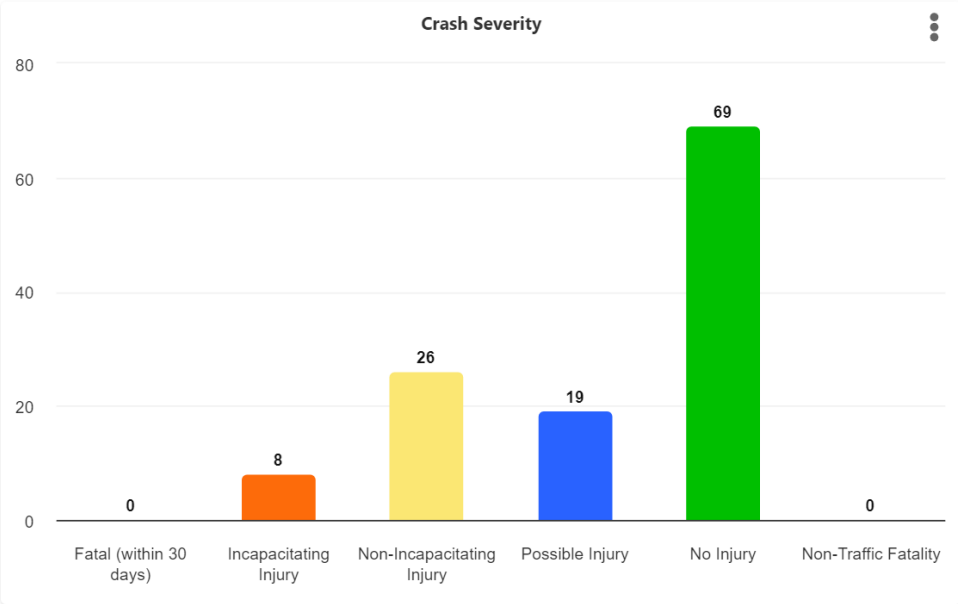

Day or Night
Night
Day

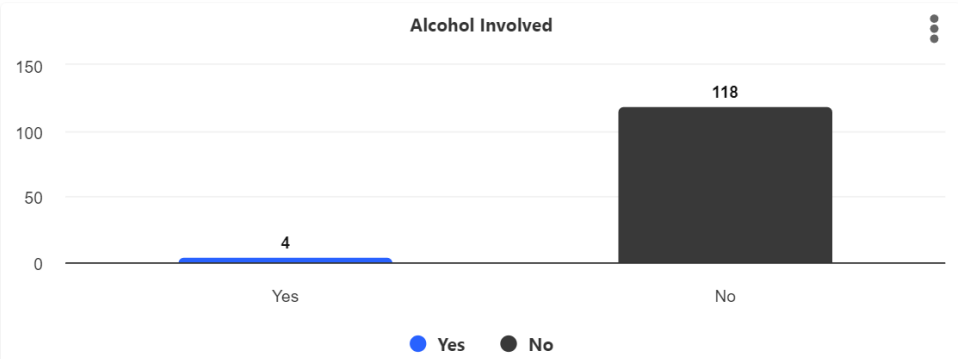

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity


Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

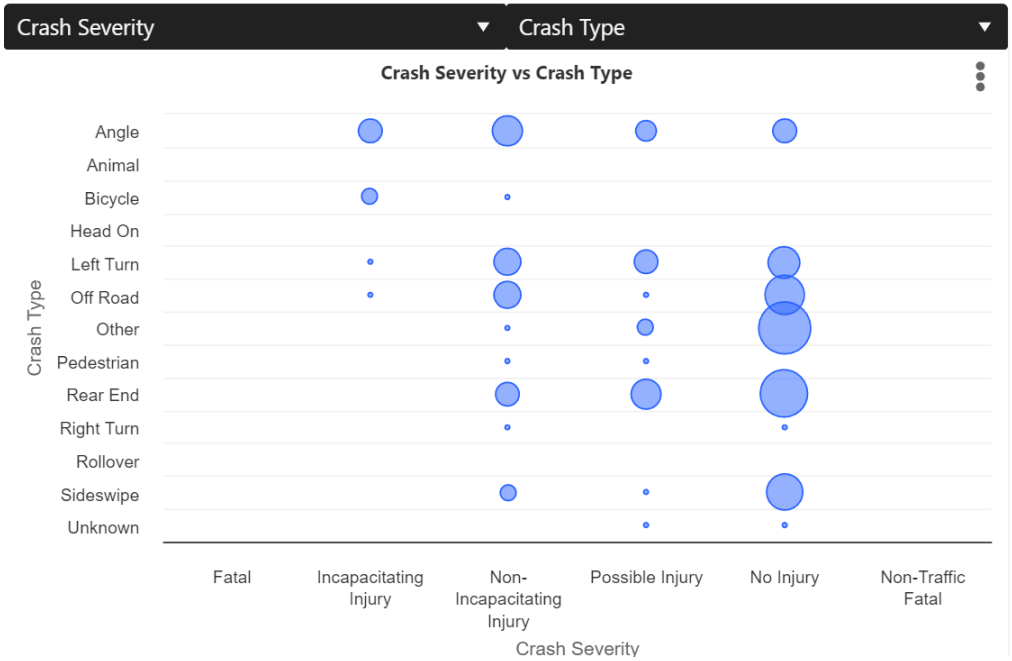
US 1
(Hand Ave. to South City Limits)

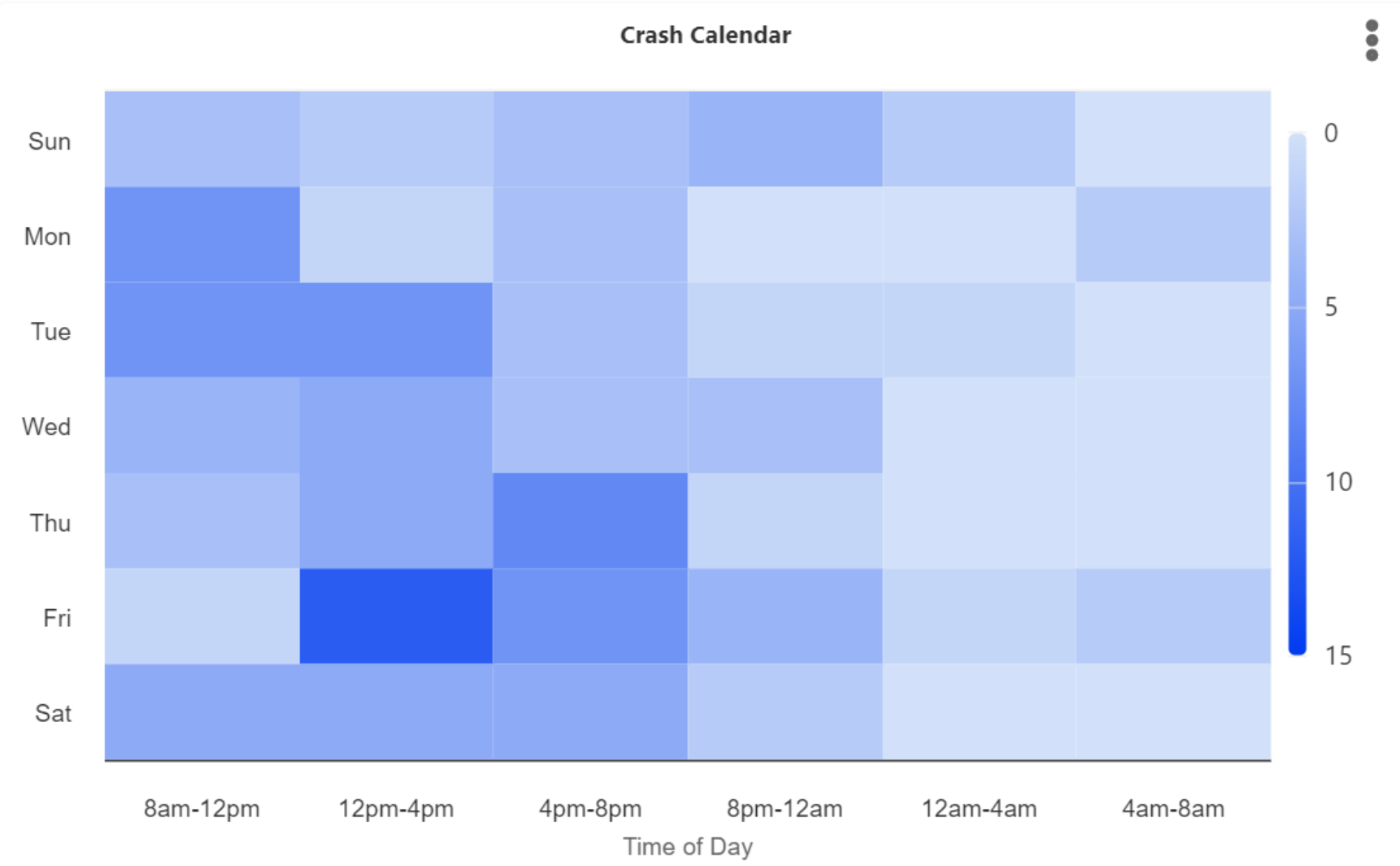
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	122	0	8	45	69
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	12	0	12	0	0
Non-Incapacitating Injuries	30	0	0	30	0
Possible Injuries	34	0	0	34	0
No Injuries	201	0	8	50	143
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
80
60
40
20
0
0
8
26
19
69
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
150
100
50
0
4
118
Yes
No
Yes
No

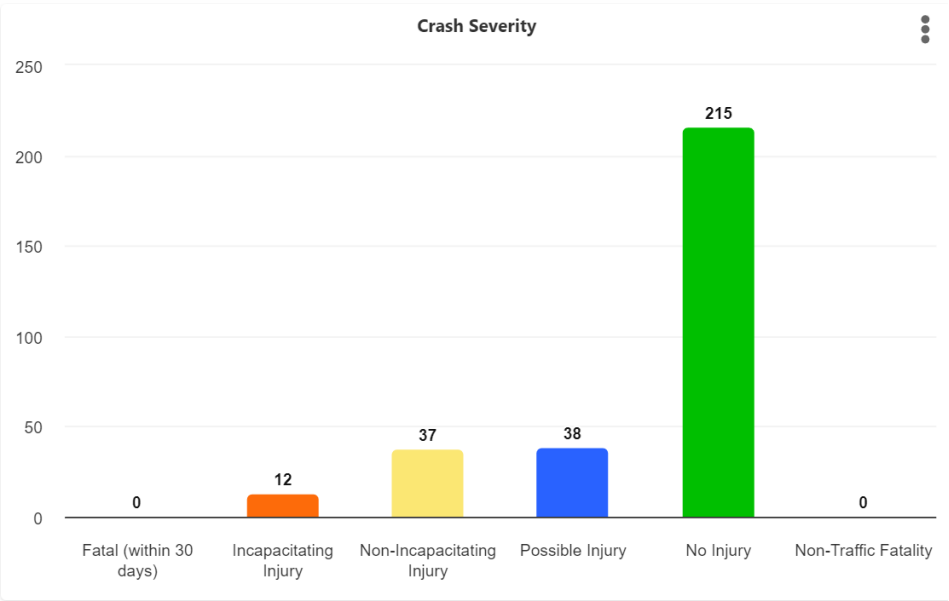
Day or Night
Night
Day

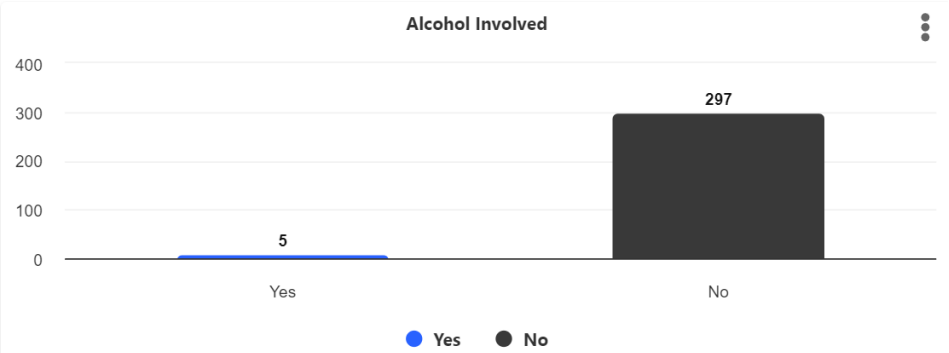

Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity


Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

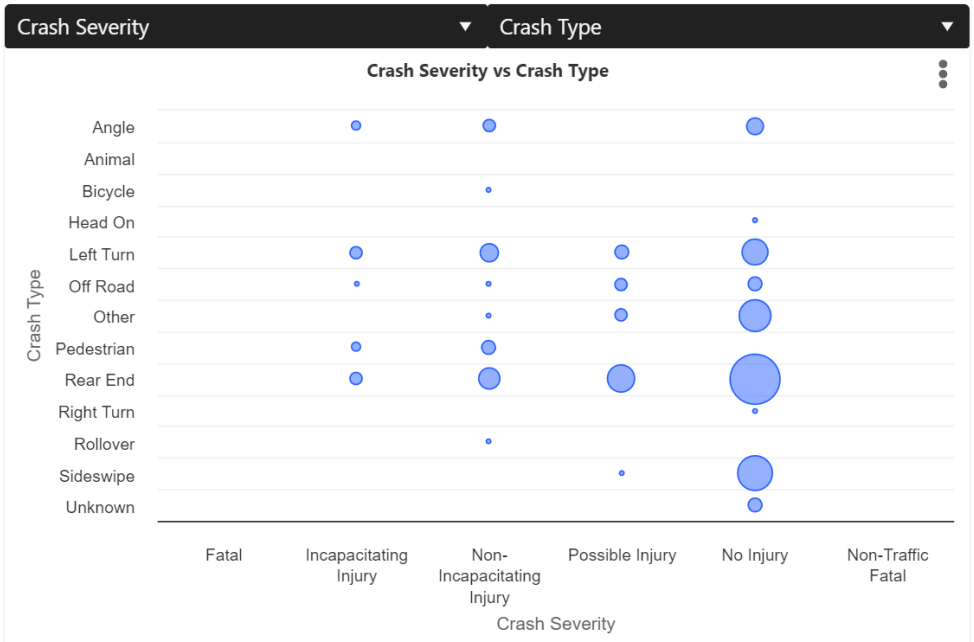
Williamson Blvd.
(Granada Blvd. to South City Limits)

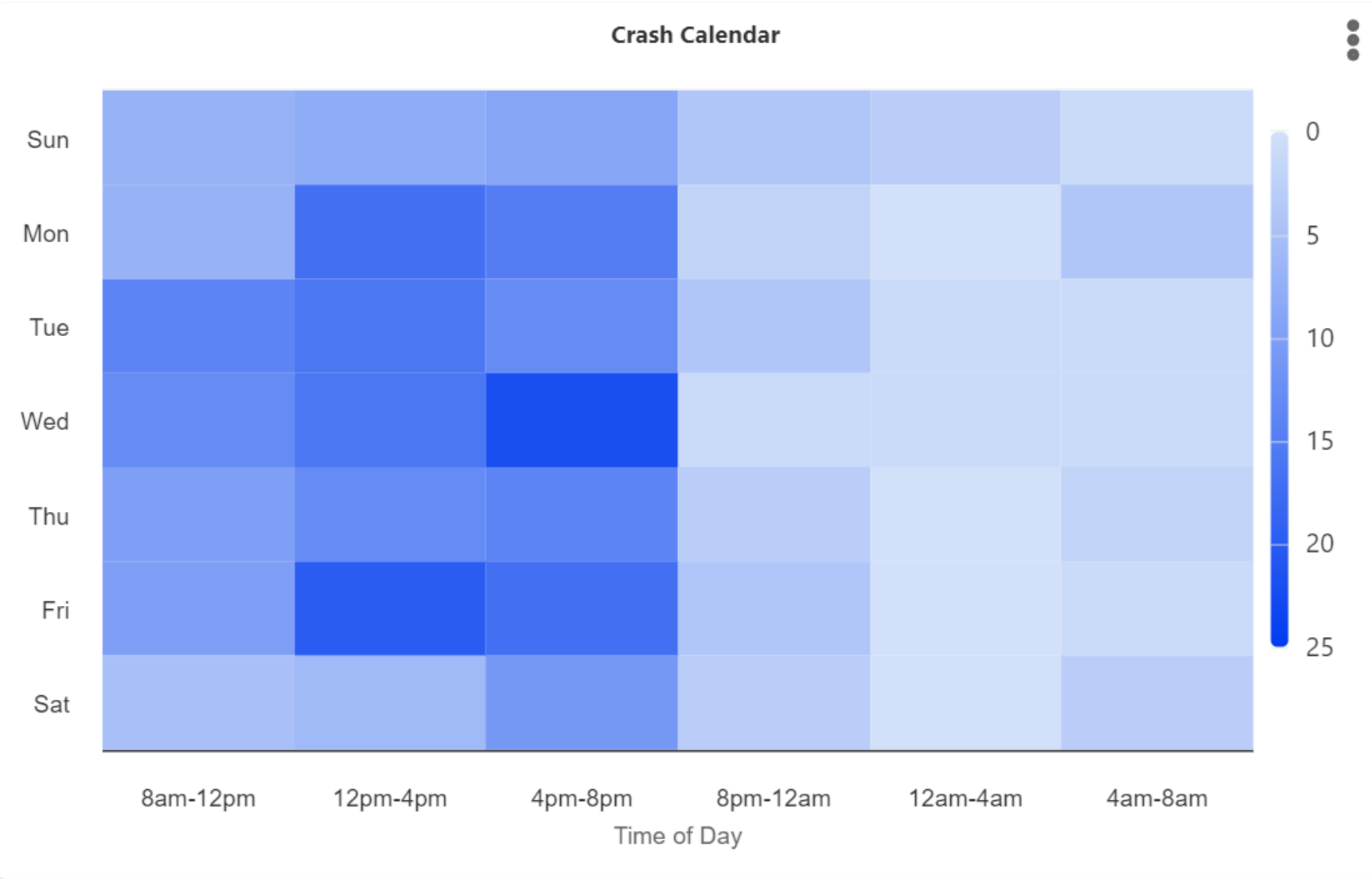
	Total	Fatal Crashes	Serious Injury Crashes	Injury Crashes	Property Damage Only...
Crashes	302	0	12	75	215
Fatalities (within 30 Days)	0	0	0	0	0
Incapacitating Injuries	15	0	15	0	0
Non-Incapacitating Injuries	55	0	4	51	0
Possible Injuries	61	0	3	58	0
No Injuries	643	0	15	101	527
Non-Traffic Fatalities	0	0	0	0	0


Crash Severity
250
200
150
100
50
0
0
12
37
38
215
0
Fatal (within 30 days)
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatality


Alcohol Involved
400
300
200
100
0
5
297
Yes
No
Yes
No

Day or Night
Night
Day


Crash Severity
Crash Type
Crash Severity vs Crash Type
Angle
Animal
Bicycle
Head On
Left Turn
Off Road
Other
Pedestrian
Rear End
Right Turn
Rollover
Sideswipe
Unknown
Crash Type
Fatal
Incapacitating Injury
Non-Incapacitating Injury
Possible Injury
No Injury
Non-Traffic Fatal
Crash Severity


Crash Calendar
Sun
Mon
Tue
Wed
Thu
Fri
Sat
0
5
10
15
20
25
8am-12pm
12pm-4pm
4pm-8pm
8pm-12am
12am-4am
4am-8am
Time of Day

Appendix ‘B’

Smart Growth America’s, *Dangerous By Design*

Smart Growth America
Improving lives by improving communities
National Complete
Streets Coalition
DANGEROUS
BY DESIGN
2022

Smart Growth America advocates for people who want to live and work in great neighborhoods. We envision a country where no matter where you live, or who you are, you can enjoy living in a place that is healthy, prosperous, and resilient. Learn more at www.smartgrowthamerica.org.

Smart Growth America
Improving lives by improving communities

The National Complete Streets Coalition, a program of Smart Growth America, is a non-profit, non-partisan alliance of public interest organizations and transportation professionals committed to the development and implementation of Complete Streets policies and practices. A nationwide movement launched by the Coalition in 2004, Complete Streets is the integration of people and place in the planning, design, construction, operation, and maintenance of transportation networks. www.completestreets.org

National Complete Streets Coalition

Smart Growth America project team: The primary authors were Ebony Venson, Abigail Grimminger, and Stephen Kenny, with additional writing by Rayla Bellis and Steve Davis. Becca Buthe and Chris McCahill conducted all analyses. Becca Buthe created all maps and figures throughout this report. Design and editorial by Steve Davis, with editorial assistance by Eric Cova and Helen Hope. This report was produced under the leadership of Beth Osborne, Vice President of Transportation. Cover photo by Forever Ready Productions. Released in July 2022. Available at smartgrowthamerica.org/dangerous-by-design

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Table of contents

4 I. Summary of findings
14 II. Addressing the problem—what can be done?
22 III. The pandemic changed how we measure walking and danger
26 IV. The most dangerous places to walk
33 V. The impact on the most vulnerable populations
39 VI. What pandemic walking rates tell us about making streets safer
45 Appendices: Methodology
47 Appendices: All tables and data

Note: We are honored to include four special topical supplements from **Strong Towns** (pp. 13-14), **the National Assocation of City Transportation Officials** (pp. 19-21), **America Walks** (pp. 24-25), and **The Fines and Fees Justice Center** (pp. 37-38). Authors are noted with each insert.

This crisis will continue to get worse until those with the power finally make *safety for everyone who uses our roads* the top priority.

Photo by Steve Davis / Smart Growth America

I. Summary

Photo by Steve Davis / Smart Growth America

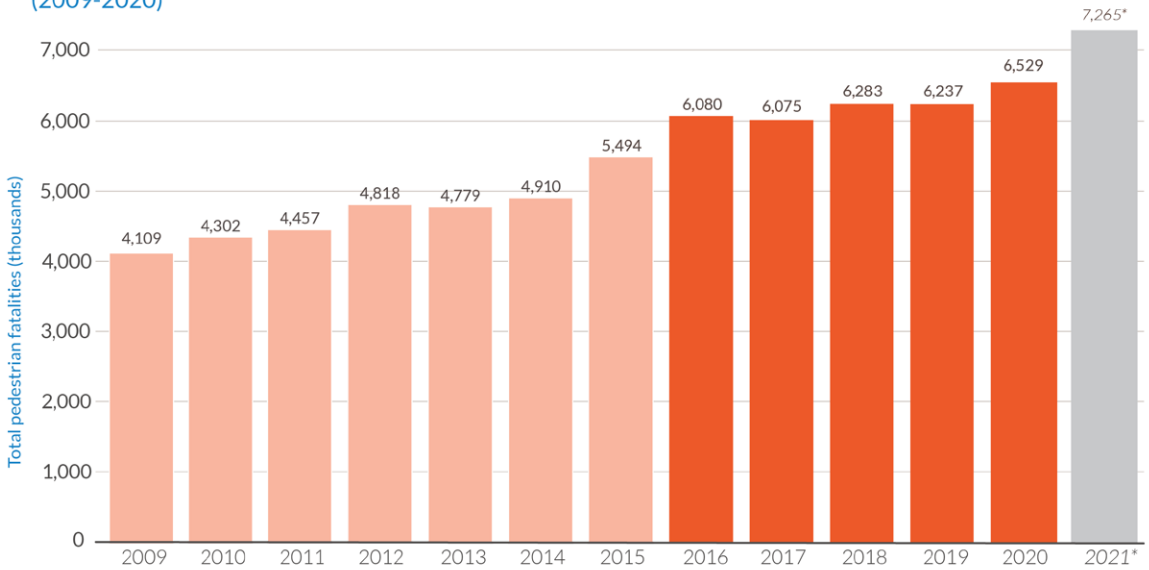
While the unprecedented COVID-19 pandemic upended many aspects of daily life, including how people get around, one terrible, long-term trend was unchanged: **the alarming increase in people being struck and killed while walking**.

The number of people struck and killed while walking has been steadily increasing since 2009, reaching another new high in 2020 and likely a historic one in 2021.

More than 6,500 people— nearly 18 per day— were struck and killed while walking in 2020, a 4.7 percent increase over 2019, even as driving decreased overall because of the pandemic's unprecedented disruptions to travel behavior.[1]

Pedestrian fatalities are up ***62 percent*** *since they began steadily rising in 2009 following years of improvement.*

U.S. pedestrian fatalities
(2009-2020)



**This estimate for 2021 is produced by applying the 11.5 percent increase for 2021 projected by the Governors Highway Safety Administration (GHSA) to the federal FARS data for 2020 used in this report.*

The pandemic magnified what we've always known: Our nation's streets are **dangerous by design**, designed primarily to move cars quickly at the expense of keeping everyone safe. The result in 2020 and 2021 was a significant increase in all traffic fatalities, even with less driving overall.

2020's record high also marks an astonishing **62 percent increase since 2009**, the year these deaths first started increasing after years of improvement. In that time period drivers struck and killed a total of **64,073** people while walking. As with past editions, this report ranks the most deadly states and metro areas, though in a new way. *See section IV for the state/metro rankings.*

This problem is growing even worse

While Dangerous by Design uses federal data that is complete only through the end of 2020, preliminary data for 2021 is jaw-dropping. According to early estimates from the Governors Highway Safety Association (GHSA) released in May 2022, 7,485 people walking were struck and killed in 2021, **which would be the highest number in 40 years and one of the biggest single-year jumps in decades.**[2] While the official 2021 number from the federal data set used in this report is likely to differ from GHSA's preliminary estimates, we expect the increase for 2021 to be between 11 and 13 percent higher than the 6,529 deaths recorded in 2020, a historic jump.

Our new approach to assessing pedestrian danger

The impact of the pandemic on the data typically used in this report, coupled with significantly higher fatality rates during the pandemic, required a new approach to assessing pedestrian danger, which also allowed us to address the unique impacts of the pandemic. One effect is that the rankings in this edition are not directly comparable to previous editions of Dangerous by Design. *See section III for more on how we changed our approach and the effect on the rankings.*

Photo by Steve Davis / Smart Growth America

"Walking" and inclusive language

The data in this report specifically examines only the deaths of people walking and tends to use the shorthand of "pedestrians" for this reason. The federal government groups people using assisted mobility devices in the same category with things like skateboards, making it challenging to isolate the impact on people with disabilities. We fervently believe that making our streets safer for everyone absolutely means for people of all ages and abilities, whether walking, biking, or using assistive devices like wheelchairs or walkers. We continue to look for ways to better incorporate data that includes the danger that people with disabilities face on our roadways. Across the board, better data are required to assess the impact of current infrastructure. *See our data recommendations in section II.*

How design produces danger

Roadway design has a strong impact on how people drive, often more influential on driver behavior than the posted speed limit. While speed limit signs may only be posted every few blocks or miles, the road's design is ever-present, continually providing guidance and visual cues. While there are myriad factors involved in these deaths, our streets are **dangerous by design**, designed to move many cars quickly at the expense of safety for everyone who uses them.

How did this become so commonplace? In the 1950s, we started building a system of separated highways to move vehicles quickly over long distances, removing intersections and other points of conflict, development, and pedestrians because speed was not compatible with the complexity of cities and towns. But somewhere along the way, we started applying this same high-speed highway design within complex urban environments, while keeping all of the conflicts and complexity in place, and the result has been unmitigated carnage.

When roads are wide and straight, lanes are wide and plentiful, and intersections are infrequent or non-signalized, people feel safe and comfortable driving faster—even when the speed limit is low—as the visuals of Union Avenue in **Memphis, TN** illustrate on the following two pages.

Higher speeds make conflict harder to spot and avoid and crashes more deadly. The higher the speed, the narrower the driver's field of vision, making it harder to see and anticipate potential problems by responding and slowing down or stopping the vehicle. And the higher the speed, any crashes that do occur are far more likely to lead to serious injury or death.

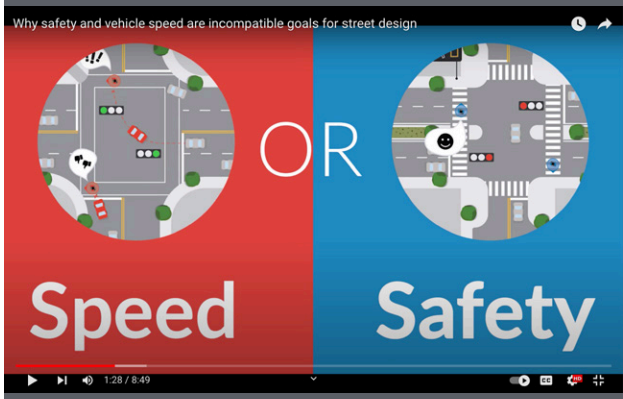
We send drivers two conflicting messages with low speed limits but designs that nudge them toward high speeds. And then, when drivers fail and strike someone walking or crossing the street, we rush to blame the driver or person walking in spite of the fact that the transportation agency should be held responsible for their design choices.

Read an insert from the National Association of City Transportation Officials (NACTO) on page 19-21 for more on safer street designs.

WATCH: Visualizing safety vs speed

For a richer, visual explanation of how street design impacts the speed of vehicles and why we have to choose between **speed or safety**, do not miss this video from Smart Growth America and the National Complete Streets Coalition explaining why prioritizing both safety and keeping cars moving quickly—outside of limited access roads like interstate and freeways—is impossible.

smartgrowthamerica.org/safety-vs-speed



Typical arterial roadway design

The design of Union Ave., located in the heart of **Memphis, TN is typical of the most dangerous roads** for people on foot within metro areas: **60 percent of all 2020 deaths occurred on non-interstate arterial highways like this one**.[a] (They are most often designed and controlled by the state DOT, rather than the city or locality.) At right are five ways that speed is prioritized on Union Ave. at the expense of safety, and the contradictory messages sent to drivers: *expect to see and yield to people outside of vehicles*, and *expect to travel fast all the time.*

Even the signalized intersections on Union near here don't always have crosswalks on all sides.

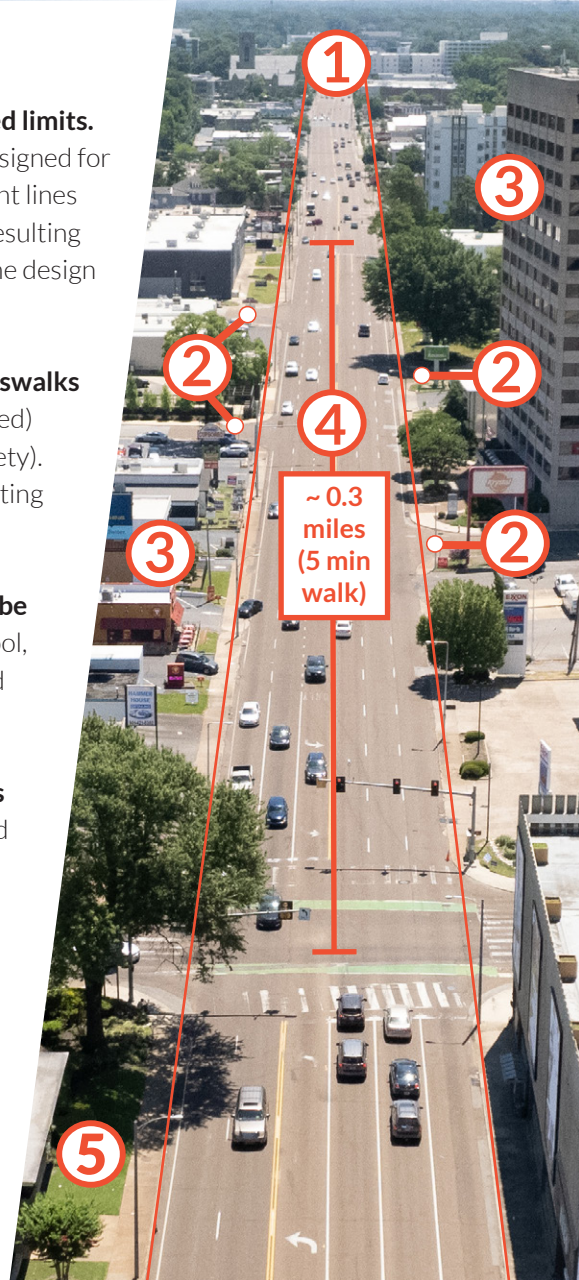
1. **Design can be more influential on behavior than speed limits.** Though the limit ranges from 25-35 mph, this road is designed for much higher speeds. It's long and straight, with clear sight lines and five travel lanes for maximum vehicle throughput, resulting in higher speeds. And though the speed limit changes, the design never does.

2. **Other streets regularly intersect Union, but lack crosswalks or signals,** because keeping vehicles from stopping (speed) is prioritized ahead of providing frequent crossings (safety). There are also numerous curb cuts and driveways, resulting in dozens of intersections for people walking.

3. **Numerous destinations means that more people will be present.** There are grocery stores, a college, a high school, a hospital, shops and stores, and hundreds of homes and higher density apartment buildings.

4. **Marked, signalized crosswalks are located as much as 0.4 miles apart**, potentially requiring a 10-minute round trip to reach a destination that's directly across the street. Multiple bus stops are also located in between these distant signalized crosswalks.

5. **Sidewalks exist, but as an afterthought.** They are narrow with numerous curb cuts for turns and frequent obstructions, and no buffer between people walking and vehicles moving at high speeds.



Photos by Forever Ready Productions

a Pedestrian Traffic Fatalities by State: 2021 Preliminary Data. Governors Highway Safety Association, 2022. www.ghsa.org/resources/Pedestrians22

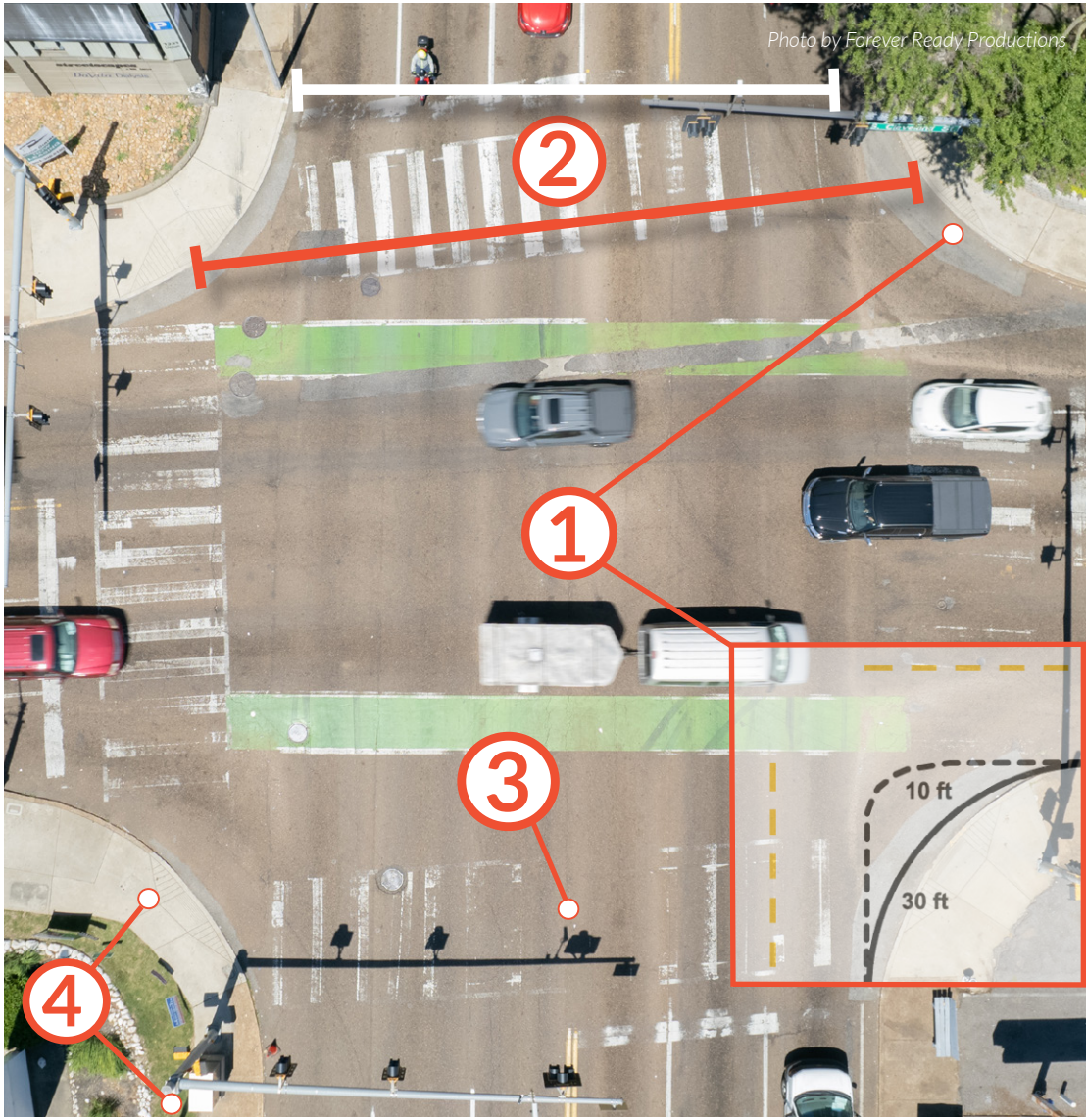
Most fatalities on Union Avenue occur at intersections

1. **All four gently rounded corners allow right turns at high speeds**, precisely when pedestrians have the right-of-way. Sharper turns require drivers to slow down and turn more slowly. In fact, a recent study shows that a 30-foot turning radius vs. a 10-foot radius will probably result in 30 percent more pedestrian crashes.[a] (See inset at bottom right.)

2. **These sweeping corners—which exist for speed rather than safety—increase the distance required to cross on foot**, putting people in harm's way for more time, or making it impossible to cross in time for the young, old, or disabled.

3. **Existing crosswalks are faded or invisible**. When signalized intersections are far apart, as they are on Union, it's even more vital that they be highly visible.

4. **Sidewalks also have obstructions (utility poles, boxes, etc.)** and lack rubberized or high-visibility markings to help all people safely cross. For people in wheelchairs or pushing strollers, sidewalks with obstructions can force them into the street to pass.



a State Smart Transportation Institute. "Tight corners save lives." https://ssti.us/2022/06/13/tight-corners-save-lives/

The pandemic exacerbated existing disparities

Although everyone is affected by dangerous street design in some way, not everyone shares this burden equally. Despite other changes, the pandemic perpetuated existing disparities in who is being killed: Black and Native Americans. Older adults and people walking in low-income neighborhoods were also struck and killed at much higher rates than other populations in 2020, as with past years.

The conditions people face when they want to walk or bike—whether to work or for recreation—are not the same for all Americans. Low-income communities are significantly less likely to have access to parks and other opportunities for safe recreational walking and are less likely to have sidewalks, marked crosswalks, and street design to support safer, slower speeds.[3,4] Lower-income neighborhoods are also much more likely to contain major arterial roads built for high speeds and higher traffic volumes at intersections, exacerbating dangerous conditions for people walking.[5] *Read more about the inequality of this deadly epidemic in section V.*

The pandemic had profound impacts on travel behavior that are likely here to stay

One of the most noticeable changes during the pandemic's onset was the decrease in vehicle traffic across America's cities. In many communities, the air became cleaner and quieter, and many cities temporarily returned space to pedestrians and cyclists. Yet many places saw a significant spike in deaths, even as driving dropped precipitously. This drop in driving likely contributed.[6]

Photos by Steve Davis / Smart Growth America

Overall in 2020, **all traffic fatalities were up 6.8 percent** (including pedestrians, drivers, and others using our streets). This increase is even more notable in light of the significant drop in driving.[7] Our traffic deaths *per mile driven* increased by 21 percent compared to the 2019 rate, reaching the highest death rate per mile driven since 2007.

Seeing driving go down and deaths go up should call into question the long-held conventional wisdom among policymakers and transportation professionals that traffic fatalities are inextricably linked to the amount of driving, which is one of the reasons the GHSA and others have traditionally reported fatalities per mile driven. But during the large decrease in driving during COVID, congestion evaporated, speeds increased dramatically, and more people were killed.

It was incredibly ironic: **Congestion, something transportation agencies spend billions to eliminate, seems to have been slowing traffic and reducing deadly crashes.**[8] According to recent studies, there was a significant increase in speeding and even reckless driving during the pandemic, contributing to the severity of crashes and the number of lives lost on our roads during 2020.[9]

The US is an outlier when it comes to these trends. It's also worth noting that, although driving went down almost everywhere around the world during the pandemic, the US was one of the only countries in the developed world that saw an increase in the deaths of people walking when that dip in driving occurred. Most peer countries have seen continuous *drops* in fatality rates over the past three decades. However, the US has had much higher fatality rates *and* the number of deaths has increased since 2009.[10,11]

A study from the International Transport Forum found that the US was one of the only three of their 63 member countries that saw an increase in fatalities during the pandemic.[12] The other two, Ireland and Switzerland, saw smaller increases and started from a much lower baseline.

Seeing driving go down while deaths went up should call into question the long-held belief that traffic fatalities are inextricably linked to the amount of driving.

More people walked more in 2020, but that didn't lead to more deaths in all metro areas

While some metro areas did get marginally less deadly in 2020, **pedestrian deaths increased overall in 67 of the 100 largest metro areas and 33 states** when compared to the four years prior to the pandemic. There are many lessons that we can draw from both groups.

The pandemic unleashed significant untapped demand for more walking in nearly every community across the country. New, first-time analysis in this year's report using information from a company called **StreetLight Data**—based on anonymized information from cell phones and mobile devices—shows that walking trips (for all purposes) increased during the pandemic in every state and metro area we analyzed, regardless of climate or geography.

But for the most part, the metro areas that were on average already more deadly and where a lower share of people walked to work before the pandemic are the ones where death rates increased the most. Walking trips also increased the most in these metro areas, indicating significant untapped demand for more walking in these places. Over in the metro areas that were less deadly before the pandemic—also where higher shares of people were walking to work on average—death rates decreased or only increased slightly during the pandemic on average, even with the increase in walking.

This underscores the fact that these tragedies are preventable. More walking does not have to equal more deaths, if streets are designed with safety as the top priority. *Read Section VI for more about how we used StreetLight Data to analyze changes in walking and the impact on metro areas.*

What are we waiting for?

Too many agencies and decision makers with a hand in building our transportation system have been asleep at the switch, believing (or just hoping) that safety will improve while only making incremental changes to a deadly status quo. The result will continue to be ever-increasing and record deaths of people walking and rolling, and we'll continue in this "Groundhog Day" loop until those with the power to do so take an active role in making safety for all people the top priority of every dollar spent. To do so, they will have to unwind the deeply embedded, invisible yet powerful emphasis on speed, which is completely incompatible with safety.

Photos by Steve Davis / Smart Growth America

Traffic engineers do not share your values

By Charles Marohn, Founder, Strong Towns

When American engineers design streets, they start the process using the values of the engineering profession.

The engineer doesn't stop to consider that their values might be questioned by others, that their core values might, in fact, be rejected by most of society. It doesn't cross their minds—not because they are immoral—but because they don't recognize their values as values.

For the engineer, it's just the way things are done. It's standard practice. When an engineer sits down to design a street, they begin the process with the design speed. I've been in countless meetings where engineers presented design plans and even preliminary studies for a street project. Never, and I mean never, was any elected official or any member of the public asked to weigh in on the design speed.

Never once did I hear one of my fellow professional engineers say, "So, what are you trying to accomplish with this street in terms of speed?" No. The design speed is solely the purview of the engineering professional. Why?

Choosing a design speed is, by its nature, an application of core values. When we pick a speed, we are selecting among different, competing priorities. Is it more important that peak traffic move quickly or is it more important to maximize the development potential of the street? Do we compromise the safety of people crossing on foot to obtain a higher automobile speed, or do we reduce speeds in order to improve safety for people outside of a vehicle?

These are policy decisions. Shouldn't public officials be given the broad range of options and be allowed to weigh them against each other? Of course they should! So, why aren't they?

Many of my engineering colleagues will reply that they, the engineers who design streets, don't control the speed at which people drive and that speeding is an enforcement issue. Such an assertion should be professional malpractice. It selectively denies both what engineers know and how they act on that knowledge. For example, professional engineers understand how to design for high speeds. When building a high-speed roadway, the engineer will design wider lanes, more sweeping curves, wider recovery areas and broader clear zones than they will on lower-speed roadways. There is a clear design objective

(high speed) and a professional understanding of how to achieve it safely.

There is rarely any acknowledgement of the opposite, however: **that slow traffic speeds can be obtained by narrowing lanes, creating tighter curves, and reducing or eliminating clear zones**. High speeds are a design issue, but low speeds are an enforcement issue. That's incoherent.

The other pushback often given by professional engineers for why they, and not public officials, should set the design speed is that non-professionals are not qualified to do so. In 2016, I wrote *"Engineers Should Not Design Streets,"* an article for which many of my fellow professionals accused me of being gratuitously provocative. I was not.

The design of streets begins with the establishment of priorities. It begins with an application of core values. Engineers generally lack the background, training, and understanding to make such a complex decision. Indeed, I think engineers have become uniquely unqualified to do so.

For local streets, setting the design speed is something that should be done only by policymakers and only after a broad and deep dialogue with the community about values and priorities. This is not a decision to be made through the myopic prism of one professional silo. It is too important for that.

If you are an elected official, demand that you and your elected colleagues set the design speed on your streets. Not the enforcement speed (that is often set by state law and can be difficult to get a waiver for) but the speed at which 85 percent of traffic will naturally flow at or below. You have this power. Exercise it.

If you are an engineering professional, recognize that establishing the design speed for a particular street is something you have an obligation to discuss with, at a minimum, the elected officials in the community.

You must give them options and inform them of the full range of alternatives and tradeoffs. Humble yourself to serve their priorities and resist the temptation to bully them into following yours.

If you are a member of the public concerned about the health and safety of your community, demand that the design speed of your streets be part of the conversation. You have all the expertise you need to be part of a dialogue about core values. And you have the right; don't let anyone take it from you. Setting these priorities—imposing a set of values—should not be the engineer's responsibility. It should be the responsibility of the entire community.

(Strong Towns adapted this supplement from an essay in the book Confessions of a Recovering Engineer, by Charles Marohn. Learn more at StrongTowns.org)

STRONG TOWNS

II. Addressing the problem: What can be done?

Photo courtesy of Scott Crawford

91
Page 1104 of 1185

Improving safety isn't a mystery, but inertia is hard to overcome

We know many of the factors responsible for these deaths, but we choose to continue designing and operating streets that prioritize the speedy movement of vehicles at the expense of safety for all people who use our streets. It's impossible to prioritize both safety and keeping cars moving quickly outside of limited access roads like interstate and freeways. On every other street in mixed-use environments where there are turns, curb cuts, and people walking, biking, or otherwise getting around outside of a car, safety and speed are fundamentally incompatible goals. We have a choice to make, and unfortunately for more than 55,000 Americans who were killed while walking over the last ten years, their safety has not been the top priority.

Changing these depressing outcomes requires a transportation paradigm shift within nearly every aspect of our current approach to designing, building, and operating our streets and roads, an approach that is deeply embedded in our policies, practices, standards, manuals, and professional cultures. Fundamental components of accepted street design actively put people at risk and increase the likelihood that people walking and moving actively using assistive devices such as wheelchairs, walkers, sight canes, prosthetics, and scooters will continue to pay the—often deadly—price. These practices also can set drivers up to fail by making mistakes more common and the consequences more deadly, even when following the rules.

Unlike last year, there has since been a massive new infusion of federal transportation spending through 2021's infrastructure law, the Infrastructure Investment and Jobs Act (IIJA).[13] This new law has been touted as a way to improve safety, but it merely allows more spending on safety. This cuts both ways, as this flexibility also allows less spending on safety, at the discretion of state and local leaders.

The following pages include a wide range of recommendations, from addressing the dangers of vehicles that are getting larger and heavier, to the measures and models that lead states to build unsafe streets in the first place, spanning national actions USDOT should take, all the way down to practical steps that cities, towns, and residents can take to make safety the top goal.

DATA

We can't properly evaluate safety without better, more comprehensive and timely data.

The only national dataset on traffic fatalities, the Fatality Analysis Reporting System (FARS), has numerous limitations. First, the 10-16 month lag in data makes it impossible to evaluate current or even very recent conditions. In a typical year, FARS data for the previous year is released sometime in the fall of the following year. This year, 2020 data took until April of 2022 to be released. Second, FARS data also fails to properly account for fatalities involving people with disabilities. While the National Highway Traffic Safety Administration recently made some improvements here, wheelchair and scooter users are still inappropriately grouped with road users like skateboarders and roller skaters. It's incredibly hard to evaluate safety with data that are never current and which fail to capture the full picture of who is harmed, where, and how. Local crash reporting that feeds into FARS has major issues too, such as a significant share of fatalities without race or ethnicity recorded, making it difficult to evaluate disparities with who is at greatest risk.

The pandemic also showed that we need better data on walking trips overall.

Transportation agencies focus almost exclusively on trips to work. But the work trip is a small minority of trips—even more so since COVID-19. Collecting comprehensive data on walking (similar to data from StreetLight Data we tap in this report) would help us measure the extent to which pedestrians are exposed to traffic danger. We can't say we care about a group of travelers that aren't counted.

FEDERAL & CONGRESS

Federal agencies must lead and use every tool at their disposal to improve safety and remove barriers to safety—especially those for which they are responsible.

First, USDOT should adopt the position that safety and speed are incompatible goals in cities, towns, villages and anywhere with many conflict points and vulnerable users; and they must stop allowing transportation agencies to claim safety benefits from congestion reduction projects because higher speeds on surface streets lead to more crashes and more deaths. Nor should USDOT use its "value of time" guidance to allow higher vehicle speeds to be credited as travel time savings, especially while failing to quantify the negative impacts on safety or increased time commuting for those traveling outside of a vehicle.

Second, NHTSA made progress by finally including pedestrian safety in their New Car Assessment Program proposed rule. However, additional improvements should be made to ensure that vehicle design does not impede direct vision of people in front of the car and incorporate pedestrian survivability into the ratings.

Third, FHWA should update design standards, like those in the Manual on Uniform Traffic Control Devices (MUTCD), to stop prioritizing vehicle speed over safety. Also, FHWA can release stronger clarifying enforcement on federal rules like those on the protection of nonmotorized transportation traffic (23 USC 109(m)).

USDOT should steer more funding toward improving safety, and provide transparent reporting on state spending.
USDOT must prioritize safety with the $200 billion in discretionary competitive grants that they control from the the Infrastructure Investment and Jobs Act (IIJA). And then USDOT should steer the funding that goes out to states and metropolitan planning organizations to safety too. They could do this by monitoring and reporting on how much state funding is spent on improving safety for vulnerable users. And when states go through the required process of setting annual targets for improving safety, USDOT should use their bully pulpit to praise the states that are setting strong targets and meeting them, and they should point out the states that are taking federal taxpayers' money and setting targets for more people to die. Lastly, to make sure the local projects funded by new programs—like the Complete Streets set-aside within the Metropolitan Planning Program—contribute to reducing pedestrian fatalities, FHWA should include the best practices of a Complete Streets approach, including how to build equity, implementation, and other key tenets into their plans.

Congress should fully fund all programs intended for combating the rising rates of pedestrian fatalities.
The Healthy Streets Program and the Active Transportation Infrastructure Investment Program were created by the IIJA for protecting pedestrians, but these grant programs have so far remained unfunded by Congressional appropriators, so localities cannot take advantage of them. Congress should have made safety, and not state flexibility, the priority in the IIJA. Until they revisit the transportation program, they should at the very least fully fund these programs and others like RAISE that support safety improvements. If Congress truly cares about safety, they will not wait five more years until the next transportation authorization is due to make changes to the federal transportation program as a whole to ensure there is no flexibility to undercut or underfund clearly needed safety improvements.

In addition, **Congress should enable stronger federal action by directing USDOT and FHWA to release stronger rules and guidance on protecting vulnerable road users.**

States must make safety the top priority governing all street design decisions.

Instead of prioritizing moving vehicles faster in a one-size-fits-all approach to nearly every type of road, states should prioritize safe access to destinations for people walking on streets in developed areas, whether big urban areas or rural villages. This means the default approach should be building good, protected sidewalks and paths, and slowing traffic down to speeds that are appropriate for the inherently frenetic environment in busy corridors. (And prioritizing throughput only on limited access or separated highways.) It also means working with local land-use authorities to better connect communities and shorten the distances between key destinations. With walking trip rates increasing, the pandemic uncovered a massive unmet demand for walking for all purposes, including transportation. Many states need to change their mindset to treat walking and biking as important modes for everyday transportation, not merely leisure activities.

States must use the enormous freedom and flexibility of federal highway funds to prioritize safety.

State DOTs tend to fund safety projects with small, safety-specific programs while spending their remaining billions of federal highway dollars on roadway projects that increase vehicle speed and undermine their safety-focused spending. This is counterproductive. Safety is not an add-on feature or only the purview of other smaller programs. A real commitment to safety over speed means using every available dollar to fund safety projects like traffic calming, slower road design, and pedestrian infrastructure. It does not mean just tacking pedestrian facilities onto otherwise dangerous high-speed roads. The flexibility given to states means the responsibility for safety improvements and the accountability for the safety performance of their transportation system falls to them.

Cities and towns can lead the way on prioritizing safety, and they should pressure their states to follow suit.

First, one notable change in the 2021 infrastructure law: For federally funded projects, cities are allowed to adopt and use safer street design guidelines approved by the FHWA, such as those from the National Association of City Transportation Officials (NACTO), even if a state has prohibited cities from doing so. The American Association of State Highway and Transportation Officials (AASHTO) also provides newer guidance on street designs for bicyclists and pedestrians, which can be used by cities or states.

Second, cities should adopt and implement their own Complete Streets policies and NACTO design guidance to prioritize the safety of all road users and set safe speed limits on their roadways. Safety investments should be targeted in the most deadly places—for instance, low-income neighborhoods and communities of color—where people are more likely to be struck and killed.

Finally, local and regional agencies must consider the impacts of land use on pedestrian safety, namely the requirements that homes be placed far from jobs, groceries, retail, banks and other essentials. Land use and zoning rules should prioritize development patterns that make it possible for more people to live closer to essential goods and services.

Photo by Forever Ready Productions

How to redesign your city's most dangerous streets to save the most lives

By Alex Engel and Kate Fillin-Yeh, National Association of City Transportation Officials

Far too many people walking, biking, and waiting for the bus die on North America's streets. They don't have to. Proven tools—from safer speed limit setting to safer street designs—have proven to save lives, and can quickly stem America's traffic safety crisis. Here's how.

(1) Analyze where the worst streets are and who needs to be in the room for change.

While nearly every street in the U.S. could be designed to be safer, by far the most dangerous streets are the big, fast, wide streets designed for cars to run at expressway speeds through busy cities and towns. Transportation engineers call these streets "arterials," but these car-focused streets are also where people live, work, go to school and shop.

In urban areas, arterials make up 15% of all roads but are where a whopping 67% of pedestrian deaths occur.

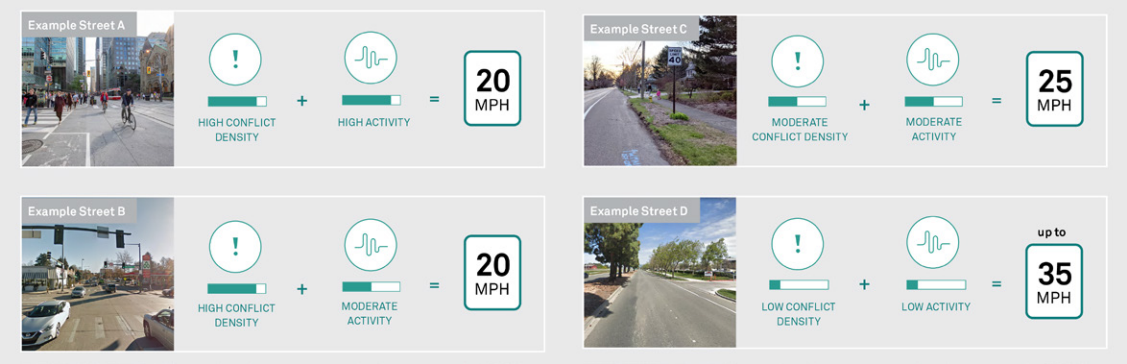
High Crash Network Map, from Hoboken, NJ's Vision Zero Action Plan. The city of 60,000 has not had a traffic death in more than four years.

These streets are disproportionately in lower-income communities of color, and are also disproportionately owned by states. In fact, over half of traffic fatalities in urban areas occur on state-owned roads, meaning that cities and states must work together (sometimes with an assist by advocates) to stem this deadly crisis.

By starting with the simple step of analyzing where the most dangerous streets in a city are (and overlaying it with analysis that fatality numbers by themselves may miss, like access to destinations and racial equity metrics), practitioners and policymakers gain two valuable tools. First, a ready-made prioritization list of where to save the most lives and improve equitable outcomes and, second, data-based evidence that can be presented to decision-makers to outline the case for redirecting resources where they are most needed.

(2) Reset speed limits to be compatible with human life.

Speed is the primary factor determining whether someone will live or die in a traffic crash. Yet, most speed limits in the United States are set using an oversimplified and outdated method: tracking 100 drivers going as fast as they want (without traffic) and setting the speed limit at the 15th-fastest driver.



Examples of speed limits set using conflict density and activity analyses, from NACTO City Limits. An increasing number of cities nationwide are tossing the 85th percentile and instead using modern approaches to speed limit setting.

This deeply flawed approach rewards the fastest drivers with increasingly-high speed limits incompatible with safety for everyone else (including other drivers). And because we build roads to support speeds above the posted speed limit, there will always be a substantial number of drivers traveling above the already-too-high speed limit, escalating speeds further.

Modern approaches, like NACTO's peer-reviewed City Limits, offer a contextual, holistic approach to speed limit setting using multiple methods. City Limits provides a framework for holistically setting safe speed limits in urban areas, in contrast to common yet outdated approaches that result in unsafe streets. Practitioners can reset speed limits using either recommended default speed limits on many streets, or set corridor speed limits on dangerous high-priority streets through a safe speed study.

Safer speed limits, even in the absence of other interventions, can improve safety. However, safer speed limits open up an even more powerful tool: street design. In many places, options for how a street can be configured are limited by the posted speed limit of that street. Setting a safer speed limit is the first step to a safer street design.

(3) Use proven street designs that save lives and make places more vibrant.

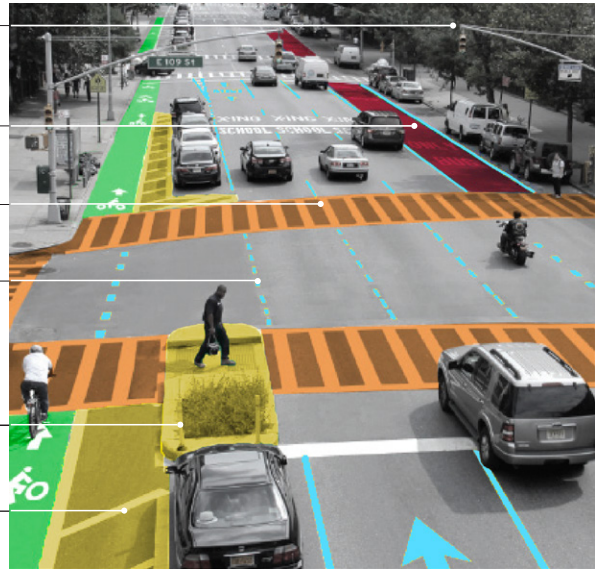
As cities across the world have found, there is a robust, proven toolbox of design approaches that they can use to make streets safer. These include: narrowing traffic lanes and turn radii, adding curb extensions, safety islands, and high-visibility crosswalks, ensuring sidewalks and bike networks are robust, connected, and accessible. In most places, these safety enhancements produce almost immediate results—cities see significant drops in fatalities and injuries in the places where they have redesigned the street.

Another street design strategy that improves safety includes prioritizing transit—the safest travel mode—with dedicated space for buses, safe places to walk to the bus stop, and comfortable places to wait for the bus.

Design guides like the *NACTO Urban Street Design Guide* and the *Ohio Department of Transportation's Multimodal Design Guide* offer safety-focused alternatives to the outdated design guides that still use highway engineering principles for streets shared with all users.

Manhattan
First and Second Avenues

BEFORE



Traffic Signals
Synchronize traffic signals to slower, safer speeds to discourage speeding

Bus Lane
Dedicate lane for buses

Crosswalks
Add crosswalks where pedestrians want to cross

Lane Designation
Clarify who belongs where; Use appropriate lane widths: 10 feet wide in urban areas, with 11-foot lanes (one per direction) on bus and truck routes

Pedestrian Safety Islands Shorten the crossing distance

Parking Protected / Buffered Bicyclist Lane
Provide greater separation between users reducing conflict

AFTER

Where the DOT has made changes, fatalities are down 34%.

(4) Document results, iterate, and share them out.

The country's streets will not be redesigned all at once. While the most dangerous streets should be prioritized, routine maintenance—repairing or repaving a street—provides an opportunity to evaluate and improve the design of the street under repair, stretching limited construction budgets.

Documenting the conditions on a street, including before-and-after photos, traffic speeds, the number of people walking and biking on a street, transit ridership, crashes, severe injuries, and fatalities (especially when compared to citywide or statewide trends), can build the case to engineers, residents, and officials alike for design interventions that make streets calmer, safer, and more pleasant places to be.

These evaluations can also be used to iterate and improve on a street's designs. Streets are always evolving to some degree. Successful street redesigns often attract more people walking, biking, and taking transit. Revisiting street redesigns helps accommodate these new users, and make previously-inhospitable environments even safer and more vibrant.

- *NACTO City Limits Guide:* https://nacto.org/safespeeds/
- *NACTO Urban Street Design Guide* https://nacto.org/publication/urban-street-design-guide/
- *Ohio Department of Transportation Multimodal Design Guide:* www.transportation.ohio.gov/working/engineering/roadway/manuals-standards/multimodal

At left, an example of a street redesign; photos courtesy of NYC DOT.

III. The pandemic changed how we measure walking and danger

Photo by Forever Ready Productions

99
Page 1112 of 1185

The COVID-19 pandemic fundamentally changed traditional commute and travel patterns, as individuals and organizations transitioned to remote or hybrid work and schedules changed overnight. When it comes to how people get around, as well as walking rates, many of these shifts are here to stay and future years will likely look more like 2020 than they do like 2019. The impact of these shifts on the data we have relied upon in the past, coupled with significantly higher fatality rates during the pandemic, made it difficult to assess pedestrian danger in the same way as past reports, compelling us to reconsider how we measure danger and rank states and metros to address the unique impact of the pandemic.

After more than a decade of calculating pedestrian danger in the same way, **this edition of Dangerous by Design ranks states and metro areas based on deaths per 100k residents** (instead of factoring in how much people are walking) **over a five-year timeframe** (instead of 10 years.) **These two significant changes mean that the rankings in this report are not directly comparable to previous editions.** We look forward to being able to once again compare editions of this report to another in future years, but these methodological updates will allow us to better examine the dangers and deaths that occur on our streets in light of the permanent transformations brought by COVID-19.

Previously, we compared the relative danger of states and metro areas using the **Pedestrian Danger Index (PDI)**, an equation that takes into account deaths per population and walking rates derived from U.S Census data on the share of people walking to work. This index allowed us to compare places that have a higher number of fatalities because of the large population and huge number of walking trips—like **New York City**—with metro areas that have fewer fatalities or people but a far greater exposure to danger per walking trip—like **Jackson, MS.** But the dramatic changes in commuting brought by the pandemic necessitated a shift away from this data.

Up until the pandemic shut things down in March 2020, the share of people walking to work was a good, if limited, proxy for the amount of overall walking in a region or state. With a huge share of work trips evaporating and commuting patterns indefinitely changed, this was no longer the case. For example, what about people who did not travel to work in person in 2020 due to

childcare needs, unemployment, or new remote work schedules? Though walking trips for commuting went way down during the pandemic, other data sources showed that walking overall actually increased during the pandemic. So this year's report includes a brand new section *(IV)* that taps some new walking data from other sources to gain a better understanding of how and where people walk and how that affected fatalities, providing a deeper look into what happened on our streets in 2020.

The second notable change in the methodology is a shift to rank states and metro areas based on five years of data rather than 10. Using 10-year time periods has allowed each report to be compared to the previous edition, which also allows the public to easily see how states or metro areas are getting more or less deadly. Unfortunately, as noted above, the pandemic's impact on walking data was going to make this continuity impossible, which gave us the chance to depart from the ten-year horizon and begin assembling state and metro rankings in this 2022 edition using a five-year time period, from 2016 to 2020 in this edition.

The changes brought by COVID aren't just a blip—commuting and travel patterns have been permanently transformed. Shifting to five years allows us to both more heavily weigh what happened in the pandemic year of 2020, while also drawing a sharper focus on current and more recent conditions. Additionally, USDOT, states, and metro areas also typically operate on five-year cycles for spending, planning, and performance measurement, making it a logical timeframe.

Despite variation in deaths from year to year, this report also draws some limited comparisons between a single year (2020) and the previous four years to see which areas had the most significant changes during 2020. Nationally, fatalities rose 4.5 percent between 2019 and 2020, and preliminary estimates show an even higher increase in 2021.

When it comes to design, we must also consider the deadly impacts of ever-larger vehicles

By Mike McGinn, Executive Director of America Walks, former Seattle Mayor

While this report focuses on how our streets are "dangerous by design," the increasing size and weight of personal vehicles are also having an impact on the steadily increasing number of people struck and killed while walking. In addition to designing safer streets, improving vehicle design along four main criteria is also critical for reducing pedestrian fatalities:

Weight: Heavier vehicles like trucks and SUVs, which make up a growing share of both the current fleet and new vehicle sales each year, are more dangerous to both pedestrians and people inside of other vehicles.[a] Their increased weight, combined with higher speeds, increases the likelihood of death. A 2015 study by the Department of Transportation found that "pedestrians are 2-3 times more likely to suffer a fatality when struck by an SUV or pickup truck than when struck by a passenger car."[b]

Size: Vehicle size can also increase the likelihood of a pedestrian fatality in what should be obvious ways. Pedestrians struck in the lower body by a sedan are more likely to roll over the vehicle and survive the crash. Those struck directly in the pelvis, chest, or head by today's much taller vehicles are more likely to die upon impact or be pulled under the vehicle and crushed by the wheels.[c]

a https://academic.oup.com/restud/article-abstract/81/2/535/1517632
b www.govinfo.gov/content/pkg/FR-2015-12-16/pdf/2015-31323.pdf
c www.consumerreports.org/car-safety/the-hidden-dangers-of-big-trucks/

Photo by Steve Davis / Smart Growth America

Visibility: Taller vehicles decrease the visibility of people walking, increasing the likelihood of a crash. Today's typical passenger pickup trucks and SUVs have significant front blind spots caused by large hoods and bumpers that can blind the driver to pedestrians in their path, especially those who are shorter, like children.[d] Large a-pillars (the frame of the car between the windshield and the driver and passenger windows) are wider and larger on trucks and SUVs, contributing to lower visibility while making turns. In fact, when pedestrians are killed by a turning vehicle, the driver is far more likely to be behind the wheel of an SUV or pickup truck.[e] So if someone walks out into a crosswalk in front of or near a pickup truck or SUV, even if the pedestrian has the right of way, the driver is less likely to see the pedestrian, increasing the odds of a deadly crash.

d www.motorbiscuit.com/why-pickup-trucks-blind-spots-much-bigger-suvs/
e www.iihs.org/news/detail/suvs-other-large-vehicles-often-hit-pedestrians-while-turning

Like the roadway design practices discussed in this report, these vehicle designs set drivers up to fail—to not see people walking until it is too late—and both people walking and drivers pay the price.

Psychology and marketing: Low visibility and high weight create an intimidating and powerful-looking vehicle—a fact not lost on the drivers of these vehicles and leveraged by automobile manufacturers and their marketing efforts. Advertising campaigns for Ford, Hummer, and Jeep rely on militarized language that contributes to a paramilitary aesthetic and aggressive driving mentality.[a]

The evolution of each of these four design elements is producing more danger, and is likely a major culprit in our growing rate of traffic fatalities. Truck sales are increasing as a percentage of the US vehicle market share.[b] Front blind zones continue to grow.[c] Electric vehicles, which are taking up an ever-larger share of the passenger car market, are much heavier than cars with internal combustion

Photo by Steve Davis / Smart Growth America

engines.[d] **Is anyone in charge of protecting the safety of the traveling public paying attention?**

The pending update to the New Car Assessment Program (NCAP), a federal program that rates new cars on safety metrics, had the opportunity to penalize vehicles that perform poorly on the above metrics.[e] But USDOT decided to focus on pedestrian-sensing technology in new vehicles. While technology can help avoid some crashes—and the fact that NCAP finally mentions pedestrians at all is unfortunately an improvement—technology alone will do nothing to make crashes that do occur with these vehicles any less deadly for pedestrians.

Passenger vehicles that are proven to increase the likelihood of a pedestrian fatality should not receive five-star safety ratings. NCAP must change this or these ratings will remain useless to slow or stem the tide of pedestrian fatalities.[f] And safety ratings alone are not sufficient, since they simply provide information. We must update vehicle performance standards to require safer vehicle design for pedestrians. America Walks, among others, has been beating the drum on this, as should everyone interested in pedestrian safety.[g]

AMERICA WALKS

a https://popula.com/2019/02/24/about-face/
b www.statista.com/statistics/199980/us-truck-sales-since-1951
c www.bloomberg.com/news/articles/2021-03-11/the-dangerous-rise-of-the-supersized-pickup-truck

d www.washingtonpost.com/business/energy/electric-vehicles-are-getting-bigger-and-heavier-why/2022/02/07/a8d55e68-87ea-11ec-838f-0cfdf69cce3c_story.html
e www.regulations.gov/document/NHTSA-2021-0002-0001

f www.vice.com/en/article/4ade9p/the-us-invented-life-saving-car-safety-ratings-now-theyre-useless
g https://americawalks.org/america-comments-vehicle-safety/, https://americawalks.org/new-federal-vehicle-safety/, https://americawalks.org/advocate-for-pedestrian-safety/

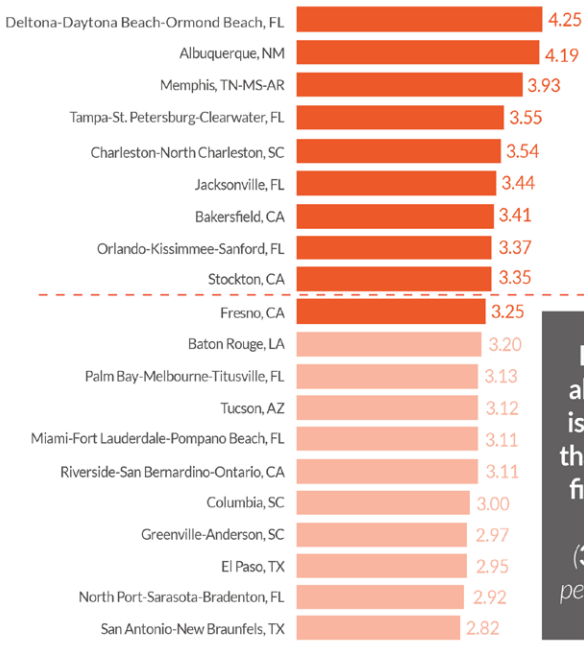
IV. The most dangerous places to walk in the United States

The top 20 most dangerous metro areas

This map highlights the 20 most dangerous metropolitan areas in the United States for people walking between 2016 and 2020, ranked by average yearly deaths per 100,000 people.

As in previous versions of this report, metro areas within the southern half of the US account for a sizable portion of the top twenty most dangerous metro areas in the nation. The top 20 list includes 15 of that region's major metro areas, including seven from Florida.

The ninth most deadly metro in 2022 would have topped this list five years ago



Every metro above this line is more deadly than the #1 rate five years ago.

(**3.28** *per 100k people, 2011-15)*

Rankings shift around, but all of the most deadly metros are getting worse

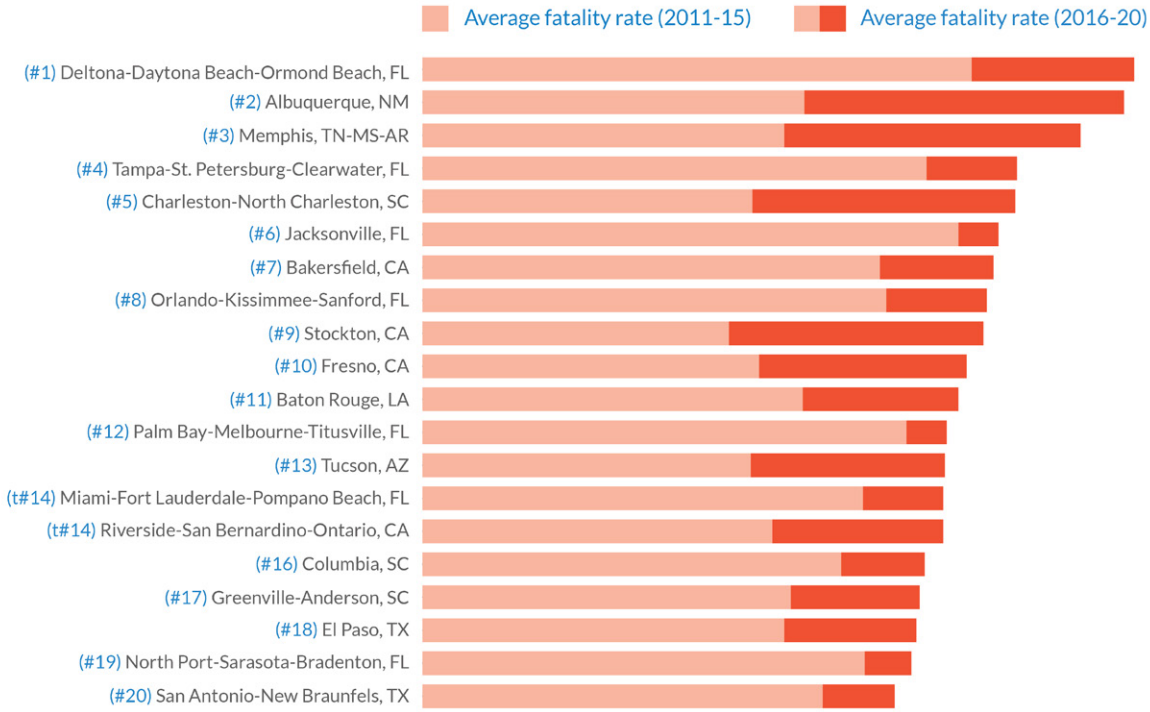
The rankings within each edition of this report shift and metro areas may slide up and down, but **every single one of the 20 most deadly metro areas has grown more deadly over the last decade**. As the graphic on the previous page shows, a fatality rate that would have topped these rankings five years ago is only good enough for ninth-most deadly this time around.

No top 20 metro area that improved their position in this edition achieved that feat because they reduced their fatality rate. All 20 have grown more deadly. (See the graphic at right.)

The metros that have slid down ("improved") in the rankings have done so not because they have gotten safer, but because other metro areas have grown more deadly at astonishing rates, such as **Albuquerque, Memphis, Charleston, Stockton,** and **Fresno**. (See the graphic on the following page.)

No metros in the top 20 are improving

All have gotten significantly more deadly



**Dangerous by Design 2022 rank in parentheses*

Have any metro areas been trending safer over the last decade?

As deaths have been on a steady and alarming increase nationally, have any metro areas been trending in the opposite direction, getting safer over the last decade? Comparing an average fatality rate for the past five years (2016-20) with the previous five years (2011-15) we found that only a handful of metro areas (19 of 100) were bucking the national trend, albeit with only marginal gains, at best. Looking closer, the other 81 metro areas were growing far more deadly than these 19 metro areas were improving (see graphic at right). The average *increase* in the fatality rate in these 81 metro areas was 4.5 times greater than the average *improvement* within the 19 metro areas that were trending marginally safer over the decade.

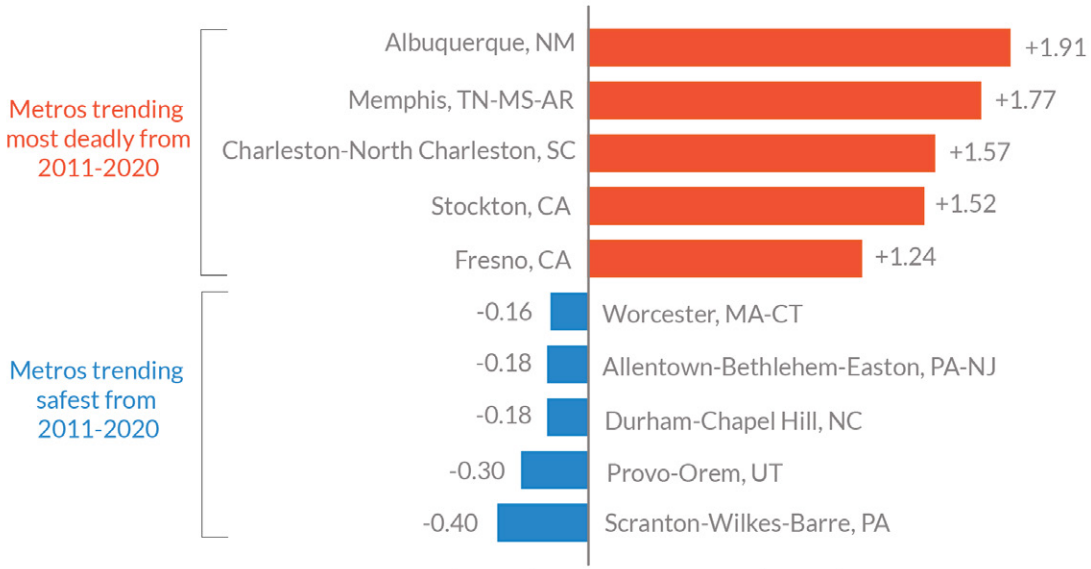
There are plenty of examples of successful safety improvements that have reduced fatalities on specific corridors within many of these largest 100 metro areas. **But these metro areas have built 70 years of dangerous roads to retrofit, and these improvements, while welcome and needed, are the exception and not the rule.**

For this reason it has failed to lead to meaningful reductions in deaths across metro areas, states, and the nation. And at the same time states and cities are improving safety on specific corridors or intersections, many are building new roads with all of the same old issues. **We need a transformation in the entire system**—the task is monumental, and the effort needs to be sustained for years at the scale of this enormous problem.

We will fail to reverse this tragic trend until we fundamentally change the status quo of how we approach planning, designing, and operating our roads across every transportation project.

Long term trends in fatalities:

Which places have been trending safer or more deadly over the last decade?



Comparing average fatality rates for the past five years (2016-20) with the five years previous (2011-15)

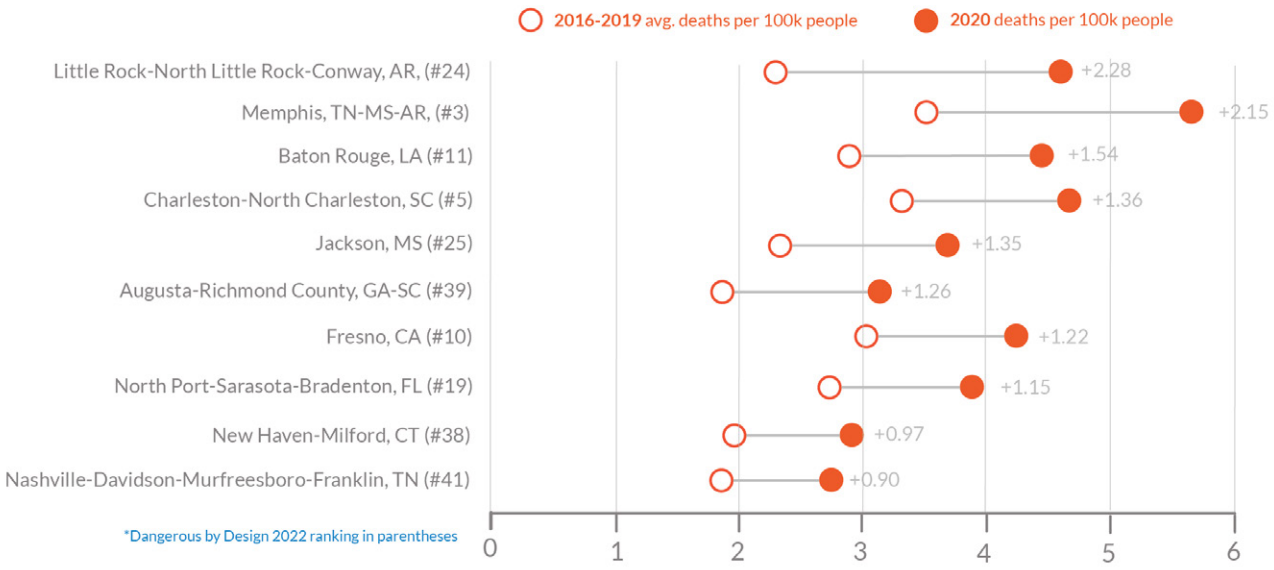
What happened during the pandemic in these metro areas?

Even as the amount of driving dropped overall, 67 of the largest 100 metro areas saw increases in the deaths of people struck and killed while walking during the pandemic, compared to the previous four years. While some variation is expected from year to year—which is why we don't typically compare a single year of data, outside of the unprecedented circumstances brought by the pandemic—these 2020 increases were significant in a number of metro areas. The ten metro areas with the highest increases (comparing 2020 with an average rate for 2016-2019) are depicted in the graphic below. These ten metro areas with the biggest increases are all also among the top 40 most dangerous in the country.

Unfortunately, only 33 metro areas saw their fatality rates decrease during the pandemic, and most of those changes were marginal, especially when compared to the increases in other metro areas.

Section VI later in this report examines the metro data, finding that metro areas where a large share of people were walking to work before the pandemic (because the infrastructure and land use support it) experienced lower increases in death rates.

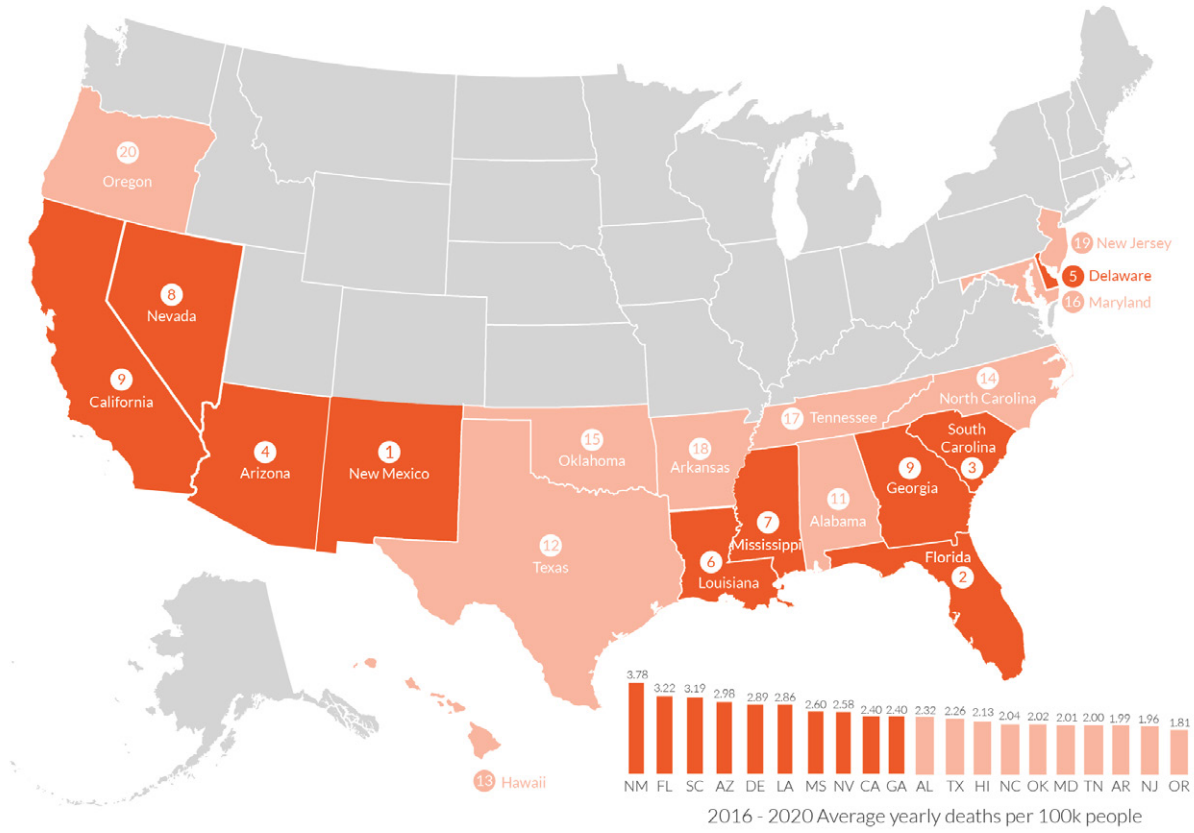
Largest increase in pre-pandemic vs 2020 death rates



The top 20 most deadly states for pedestrians (2016-2020)

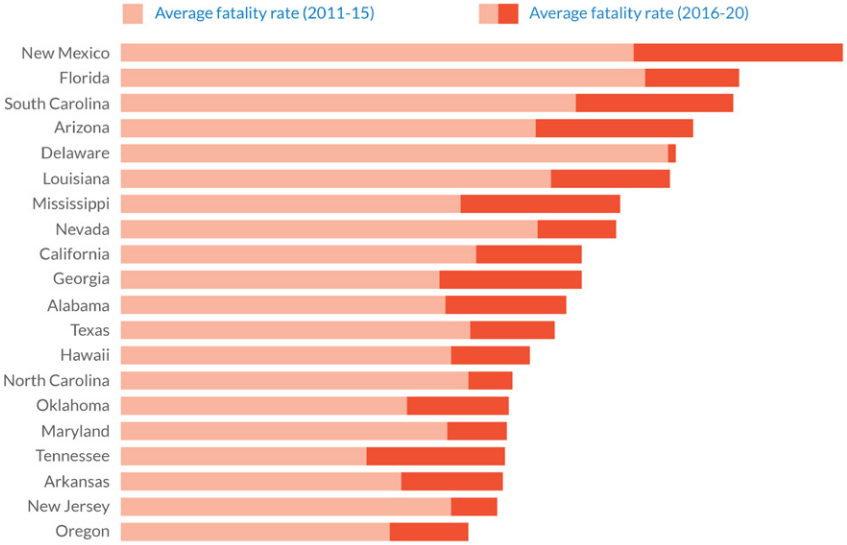
The graphic at right depicts the top twenty states with the highest number of pedestrian deaths.

States in the southern half of the US are again overrepresented in the top ten most dangerous states, which is not surprising. The bulk of the growth and development in these regions has taken place in an era (post-1960) where low-density sprawling land uses and high-speed, multi-lane arterial highways have been the dominant form, with historic amounts of state and federal transportation funding poured into street designs that are deadly for everyone, especially people walking.



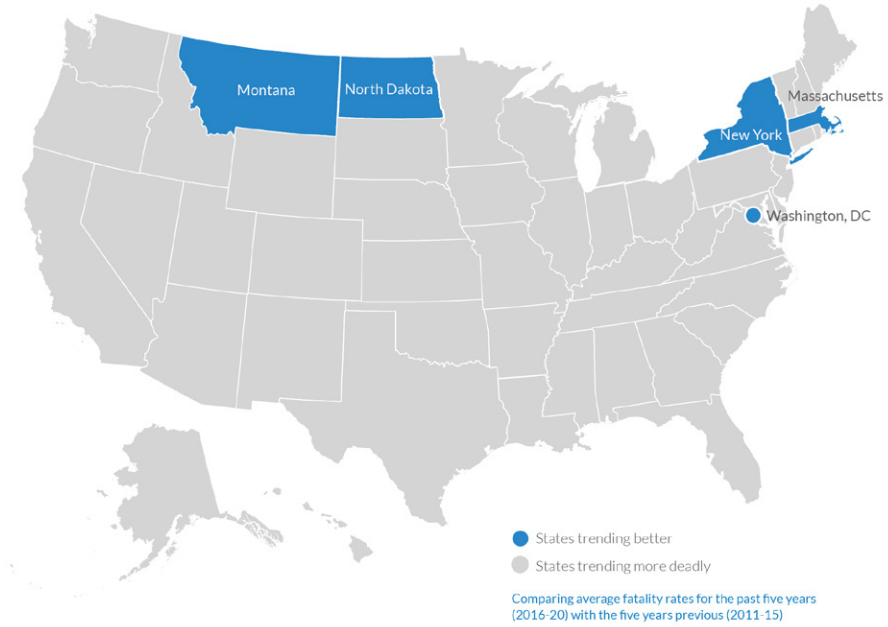
No states in the top 20 are improving

All have gotten significantly more deadly



Long term trends in fatalities

Have any states been improving over the last decade?



Have any states been trending safer over the last decade?

This year, the rankings for the deadliest states for pedestrians changed slightly. Previous #1 **Florida**—where it should be noted that overall deaths still increased significantly in 2020—was surpassed by the increase in **New Mexico**, which is now the most dangerous state for pedestrians. **No state that improved their position in this top 20 list achieved that feat because they reduced their fatality rate.** All 20 have grown more deadly with a higher fatality rate compared to their average rate for 2011-2015.

Have any states managed to reduce their fatality rate and buck the national trend over the last decade? Have any states been trending safer? The answer is *almost* "no"—46 states have been in lock step with the national trend, growing yet more deadly over the last decade.

Comparing average fatality rates for the past five years (2016-20) with the five years previous (2011-15) we found that only four states, **New York, North Dakota, Massachusetts**, and **Montana** (plus the **District of Columbia)**, managed to lower their fatality rates.

What happened during the pandemic at the state level?

Unfortunately, even though driving overall dropped precipitously, only 18 states saw their fatality rates decrease during the pandemic (compared to the previous four years) and, similar to our findings in metro areas, those decreases were mostly marginal.

Mississippi, Arkansas, Tennessee, and **South Dakota** saw the biggest increase in the rates of death during the pandemic compared to the previous four years. These states are also among the top twenty most dangerous states overall.

Largest increase in pre-pandemic vs 2020 death rates

*Dangerous by Design 2022 ranking in parenthesis

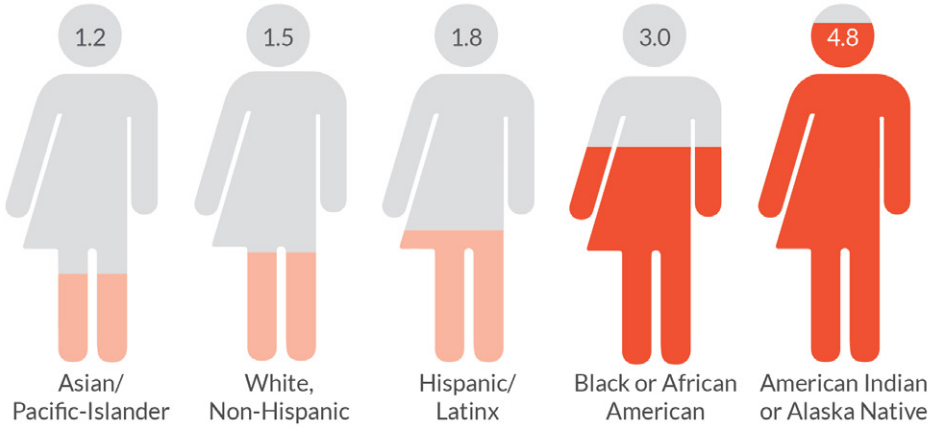
V. Most vulnerable populations

Photo by Forever Ready Productions

The COVID-19 pandemic perpetuated existing disparities in terms of who is most likely to be struck and killed while walking. Although people of all ages, races, income levels, and abilities are affected by dangerous street design, certain populations bear the brunt of the burden. People of color, low-income residents, and older adults are much more likely to die while walking, and the many people who exist at the intersections of these identities are even more vulnerable.

Decades of structural racism have included prioritizing travel to and from wealthier, whiter communities, forced displacement, disinvestment or neglect, a focus on building new rather than repair, and spending a greater share of transportation dollars elsewhere. The results have been a greater share of poorly designed streets that lack even the most basic pedestrian safety features like crosswalks, signals, and refuges, and are frequently divided by wide, high-speed roads that create life-threatening conflicts for people walking.

Pedestrian deaths per 100,000 by race & ethnicity (2016-2020)



Non-drivers also face significant disparities, particularly those who rely on assisted mobility devices such as wheelchairs, walkers, prosthetics, and scooters. Existing streets lack consistent sidewalks, curb cuts, and safe intersections, making it difficult for nondrivers to navigate their communities and reach key destinations.[14]

Race and ethnicity

People of color, particularly Native and Black Americans, are more likely to die while walking than any other race or ethnic group, as illustrated in the graphic on the previous page. Despite making up a smaller proportion of the population, people of color are overrepresented in the percentage of pedestrian deaths.

It's worth noting that race and ethnicity are some of the most inconsistently reported components of federal fatality data. **11 percent of all pedestrian fatalities we examined failed to report race or ethnicity.** A handful of states are particularly egregious offenders on this count, including Connecticut (43% of pedestrian deaths missing race data), New York (39%), Pennsylvania (39%), California (29%), Maryland (28%) and Hawaii (24%).

With this point in mind, the disparities we see nationally in deaths by population could be even worse in reality. With 1,381 of 4,729 pedestrian fatalities lacking race/ethnicity data, California has the largest absolute number of fatalities in this category. Consider: If Hispanic/Latinx people make up the same share of those ~1,300 deaths as they do of California's population overall (40 percent) the **national** fatality rate for Hispanic/Latinx people would significantly increase, from 1.8 to 2.0.

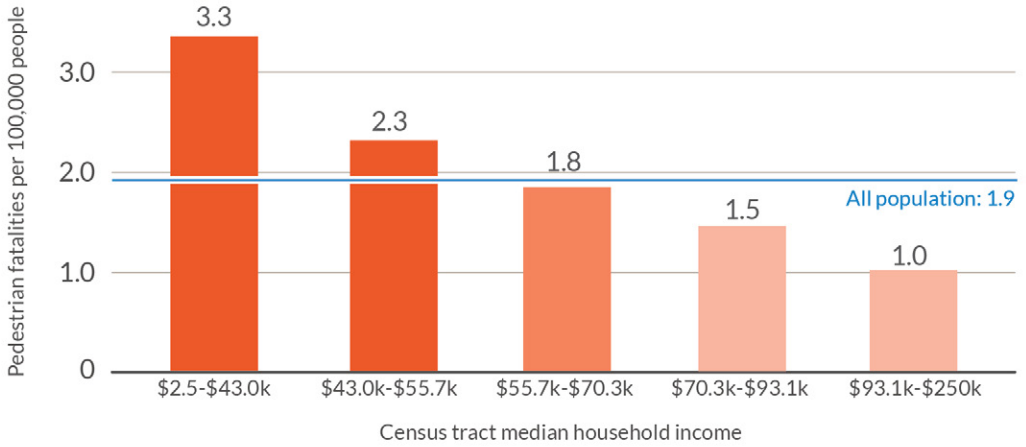
The existence of dangerous, auto-centric infrastructure in communities of color is a result of "urban renewal" projects like the construction of the interstate system, which was intentionally sited through many Black and Brown communities, displacing millions of people and causing catastrophic damage for decades to those left behind, like increased exposure to pollution, worse access to jobs and services, and devastated local economies.[15]

Photo by Forever Ready Productions

Black and Brown neighborhoods also tend to have more high-speed roads, poor visibility, and heavy traffic volume, and a lack of facilities for people walking.[16] In many cities, communities of color house a disproportionately high share of the most deadly roads, devoid of pedestrian infrastructure. For example, in Philadelphia, a full 46 percent of the most dangerous roads are in poor areas mostly populated by people of color.[17] And Black pedestrians are more likely to be subject to inequitable traffic enforcement and are more likely to be stopped, ticketed, and arrested for jaywalking and other walking violations.[18]

This continues to occur as transportation agencies spend enormous sums to make trips for people traveling through these communities faster and easier at the expense of those places. As just one example, this can be seen in how agencies positively assess the impact of a potential new road on congestion, while failing entirely to consider the impact on people in that community who will no longer be able to safely or easily travel from one side of the road to the other.

Pedestrian fatalities per 100,000 people by census tract income



Low-income communities

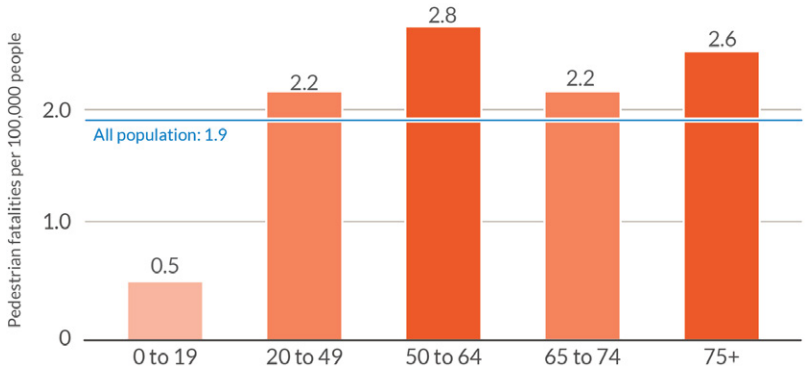
While the federal database of fatalities does not include the household income of people struck and killed while walking, we do know where individuals were walking at the time of death. And the data is clear: the lower the income of the census tract, the more likely a person is to be struck and killed while walking there. Despite accounting for only 17 percent of the population, lower-income neighborhoods (those with a median household income of $2,500-$43,000) are where more than 30 percent of all pedestrian deaths occur.

Poor walking infrastructure and a lack of safety features put people walking in low-income neighborhoods at higher risk, and many lower-income households do not have access to a vehicle and must rely on walking or public transportation to get around.

Older adults

People between the ages of 50 and 65, and people over 75, are also more likely to be killed on our streets. Considering that the U.S. Census Bureau projects this segment of the population to continue growing, with 1 in every 5 Americans aged 65 or older by 2030, these deaths are likely to increase absent other changes.[19]

Pedestrian fatalities per 100,000 people by age (2016-2020)



A survey from AARP also found the majority of older adults want to age in place in their homes and communities.[20] To do that, they need safe and accessible streets that allow them to move around independently and access essential services in order to age in place comfortably. If they can't safely walk, they may experience severe social isolation, which can negatively impact their physical and mental health.

Photo by Steve Davis / Smart Growth America

Traffic enforcement cannot do the job of better roadway design

By Priya Sarathy Jones, Fines and Fees Justice Center

After reading a report like this, some reporters, residents, and local leaders may be tempted to reach for increased traffic enforcement and financial penalties as an obvious solution. But relying on enforcement and financial penalties to solve issues that stem from street design cannot solve the epidemic of traffic fatalities. And even a simple traffic ticket can trap working families in a vicious cycle of poverty and punishment if they can't afford to pay the stiff fines and fees that jurisdictions often impose.

Design, on the other hand, is an upstream solution. When streets are designed with safety in mind, people intuitively drive more slowly, making them able to notice and process important signals from their environment, preventing dangerous behavior before it occurs, and focusing efforts on safer systems rather than individual behavior.

When streets are designed primarily to move as many cars as possible as fast as possible, and people are not provided the infrastructure they need to walk and bike safely, enforcement often punishes travelers for *behaving logically*. It is no mistake that one of the most common forms of speed limit enforcement is called a "speed trap." When a road looks and feels like a highway and is designed for 45mph or more but has a speed limit of 35 mph or less, many drivers are not aware they are making a mistake—until it's too late. The result of that is frequently issued citations, but not a change to overall driving behaviors.

And for state and municipal governments, using fines and fees as the primary mode of enforcement often leads to over-reliance on ticket revenue to fund basic government services, which can distort law enforcement priorities and erode trust between communities and police.[a]

Leaning so heavily on enforcement to manage *individual* behavior—while neglecting the more powerful *systemic* tool of designing streets that produce safer, slower driving overall—can increase the likelihood of abuse and exacerbate the existing disparities and inequities that people living in Black and Brown and low-income neighborhoods already face, all without reducing crashes.

According to the Bureau of Justice Statistics, traffic stops and car crashes account for at least 66 percent of contact between police and the public in the last decade, making dangerous streets the most frequent place for incidents of police brutality, particularly for low-income and minority residents.[b] In addition to often being overpoliced and being more likely to face police violence, Dangerous by Design shows how communities of color also disproportionately bear more of the burden of poor street design. This combination of factors creates a uniquely dangerous situation in these communities which requires systemic changes.

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a https://finesandfeesjusticecenter.org/articles/investigation-ferguson-police-department/

b Thompson, D. (2020, June 11). Unbundle the Police. The Atlantic. www.theatlantic.com/ideas/archive/2020/06/unbundle-police/612913/

Tickets may even be given to people walking in places where there aren't any sidewalks, as with this road. Photo courtesy of Scott Crawford.

And this problem is not unique to driving, as enforcement has also become a major component of so-called "pedestrian safety" initiatives, which also tend to place a greater emphasis on communities of color.[a] Between 2012 and 2017, Black pedestrians in Jacksonville, Florida constituted 55 percent of all ticketed pedestrians despite making up only 29 percent of the population.[b]

Though several factors are likely at play, infrastructure is a key aspect. Pedestrian infrastructure tends to be least available in Black and Brown communities, while car ownership is less common. And in low-income communities, the financial penalties of traffic enforcement create economic hardships and financial burdens that can include life-altering consequences: late fees, license suspension, loss of employment, and a vicious debt cycle.

Automated enforcement (like speed cameras) is another way to enforce behavior, but without transparency and clear guardrails about how it's deployed, it can be subject to the same biases as human enforcement, further perpetuating inequities, and deepening government reliance on fines and fees for revenue. After all, decisions about *where* to place enforcement equipment, how much a fine is for each ticket, and what fees to add on, are still being made by state or local officials.

For example, after a recent initiative to install traffic cameras in Chicago, Black and Brown zip codes were ticketed at roughly twice the rate of white neighborhoods, leading to significant financial hardship and even bankruptcy.[c] And when Chicago changed its speed camera program in early 2021 to issue citations at 6 mph over the speed limit, the city generated $89 million in fines in one year—raising the daily tickets issued from 1,100 to 9,000. Meanwhile, the number of pedestrian fatalities in Chicago increased in 2021.

As a biker and pedestrian myself who lives with young children in a major city, I think about street safety every time I step outside my home. I understand the temptation to deal with growing traffic violence with expanded enforcement efforts. But enforcement alone will fail to solve the fundamental problem: streets *designed* for the very behavior that enforcement is trying to eliminate. The best strategy for more effective and equitable enforcement is to reduce how much it's needed, by redesigning streets that make safer behavior easier, more intuitive, and ultimately more likely.

Learn more:
https://finesandfeesjusticecenter.org

a The Eno Center for Transportation. (2020, June 19). Op-Ed: Transportation and the Police Part 2: The Enforcement Problem in Pedestrian and Bicycle Safety. www.enotrans.org/article/transportation-and-the-police-part-2-the-enforcement-problem-in-pedestrian-and-bicycle-safety/

b Equal Justice Initiative. (2017, November 30). Analysis Finds Tickets Disproportionately Issued to Black Pedestrians. https://eji.org/news/analysis-finds-tickets-disproportionately-issued-to-black-pedestrians

c www.propublica.org/article/chicagos-race-neutral-traffic-cameras-ticket-black-and-latino-drivers-the-most

VI. What pandemic walking rates tell us about making streets safer

Photo by Steve Davis / Smart Growth America

The U.S. Census provides data on the share of people who walk to work, but as noted in section III, this data focused on work trips experienced major disruption during 2020. In this expanded new section for this edition of Dangerous by Design, we chose to look at overall walking trip rates across metro areas using data provided by StreetLight Data. Their data help show how much more overall walking is taking place, and potentially how much additional demand there is, compared to using only the U.S. Census data limited to only commute trips. Combining the Census data on walking commutes with this new set of walking indicators from Streetlight Data allows us to better understand how changes in walking during the pandemic impacted safety.

StreetLight leverages anonymized information from cellphones and mobile devices to provide us with an index of walking trips for each metro area and state analyzed in this report. These index numbers are most valuable for comparing the amount of walking trips in different places and changes over time, rather than providing an actual count of all trips.

But they also have their limits. StreetLight Data include walking trips of all purposes, both to essential places like work or grocery stores as well as walking trips for recreation or exercise that might occur in parks, in gated communities, on trails, and even on beaches. These are wonderful community amenities, but trips away from vehicle traffic are not useful in judging the relative safety for pedestrians exposed to vehicles across metro areas and states.

Four things we learned about the pandemic's increase in walking and deaths

For this portion of the analysis we used walking data from both the U.S. Census and StreetLight to examine the impact of increased walking during the pandemic. We grouped metro areas into two categories by their death rates from 2016 to 2020 (more deadly, less deadly) and discovered **four basic trends:**

1. **StreetLight's data shows that walking increased everywhere during the pandemic, but those increases only led to more deaths in certain metro areas.**

2. **In 2020, fatality rates increased the most on average in the metro areas that were already more deadly and had lower shares of people walking to work before the pandemic.** In short, the more deadly metros also saw the biggest increases in fatality rates. Walking rates also increased the most in these metro areas, illustrating a pent-up demand for walking in the most unwelcoming and unsafe places.

3. **In 2020, fatality rates decreased (or increased the least) on average in the metro areas that were less deadly and had higher shares of people walking to work before the pandemic.** The places where more people choose to walk to work tend to be places that also have the street design and land use that make it safe to do so.

4. **More walking doesn't have to result in more deaths.** We can get more people walking to more places without seeing deaths increase, if we prioritize their safety from the ground up. This tracks with the worldwide trend—increases in walking and drops in driving only led to more deaths in the US and two other developed countries. Most got safer.

We explain more about the process and the methodology for these four findings in the following detailed section.

Separating the more deadly from the less deadly metro areas

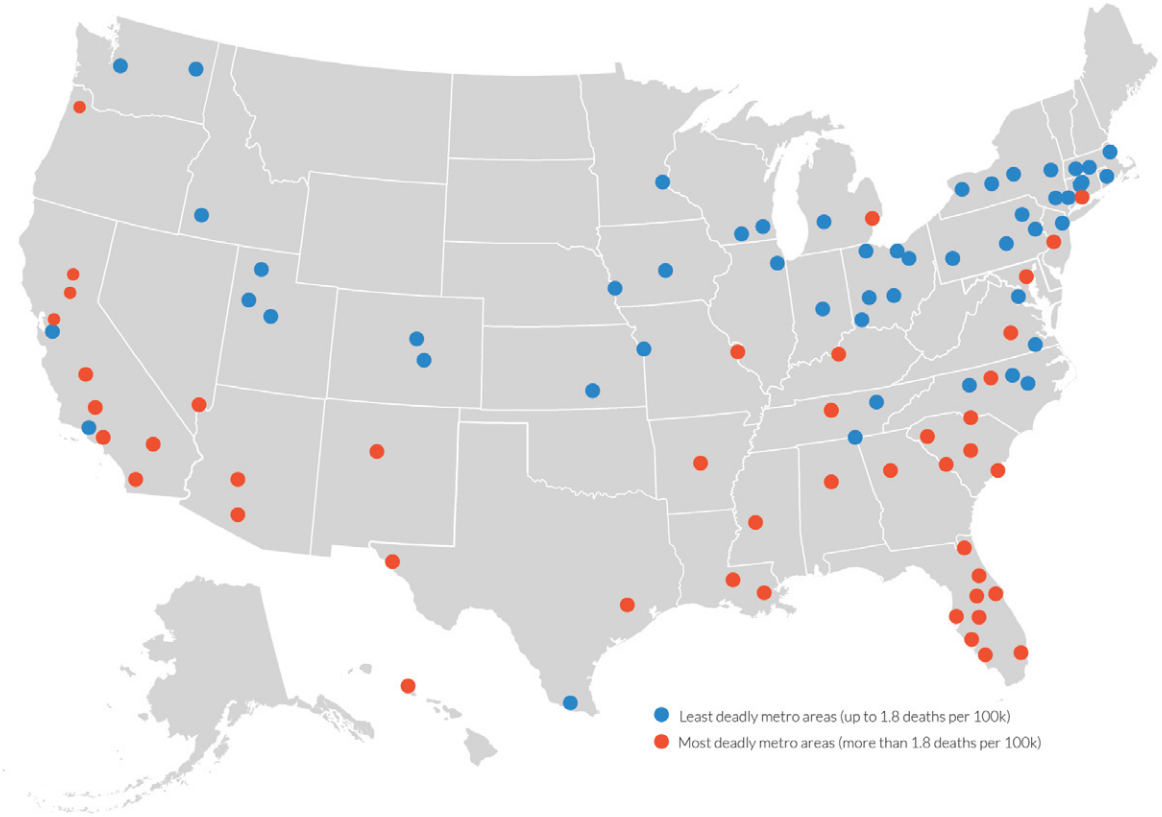
To get a better understanding of whether increases in walking during the pandemic led to increases in deaths, we divided the 100 largest metro areas into two groups, or clusters. One group consisted of more deadly cities (more than 1.8 deaths per 100k) and a second group consisted of less deadly cities (up to 1.8 deaths per 100k). These groups are roughly equal in size, with about 50 cities included in each. We then compared the changes in death rates and differences in walking between the two groups. There was a large difference in average death rates for 2016-2020 between these two groups: 2.7 annual deaths per 100,000 people on average in the more deadly Group 1, versus 1.3 in the less deadly Group 2.

Fewer people walk to work in the more deadly places

Looking at these two groups of metro areas, clear patterns emerged. A considerably larger share of people walked to work before the pandemic in the less deadly metro areas (Group 2, shown in blue): 2.6 percent of commuters on average versus 1.7 percent in the more deadly group of metro areas (red). There is also a clear cutoff between the two groups when it comes to walking commuters: almost all cities in the less deadly group had a higher share of people commuting by walking than any of the metro areas in the more deadly group.

These two groups have less pronounced but still noteworthy differences in walking overall, as shown by the walking trip index values provided by StreetLight Data for 2016-2020. Overall, metro areas in the more deadly group have higher walking trip indexes, averaging 2.9, whereas the average walking trip index for the less deadly metro areas is 2.6. However, some of the most deadly cities like **Orlando** and **Las Vegas** had exceptionally high walking trip index values (greater than 4.) These cities have a large population of tourists walking in parks, beaches, and other tourist-oriented areas, which could account for these high walking index values, but are also generally heavily car-oriented in much of their surrounding regions, likely contributing to high death rates.

Grouping metro areas by fatality rates to measure the impact of walking rates during the pandemic



Many metro areas with the highest walking trip indices were also in states like **Florida** and **California** where private development often includes trails and other off-street amenities for walking recreationally in places with no exposure to cars or fast-moving traffic.

More walking only made certain metro areas more deadly in the pandemic

MSAs in the more deadly Group 1—those with lower walking to work rates—saw a significantly larger increase in death rates on average during the pandemic: 15 percent. By contrast, MSAs in the less deadly Group 2 with higher walk to work rates on average actually saw a 1.4 percent decrease in death rates on average.

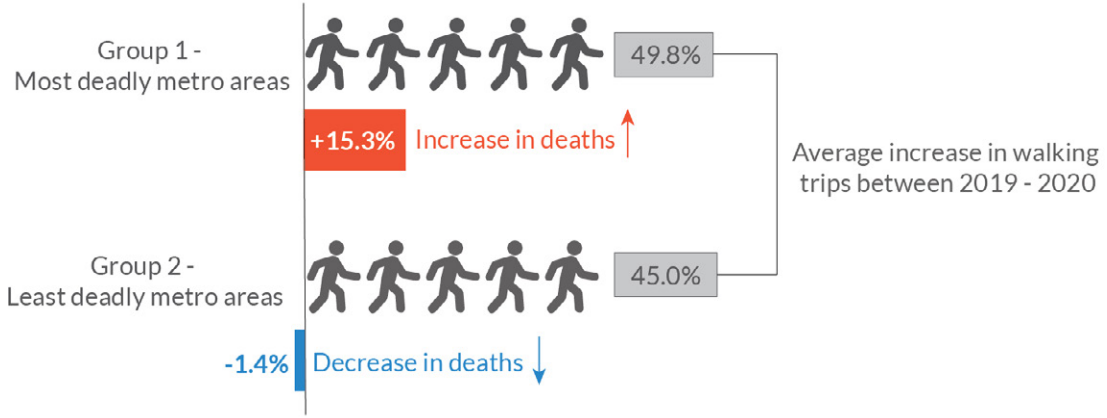
Did stark differences in the amount of walking contribute to the different death rates between these two groups of metro areas during the pandemic? For many cities, the answer seems to be no. The average changes in walking trip rates in each group of metro areas were relatively comparable, but the effect was not the same.

This phenomenon is best characterized by metro areas on the extreme end of the spectrum in the more deadly group like **Little Rock, AR**, **Augusta, GA**, and **Jackson, MS,** where a 60 percent increase in walking trips or larger corresponded with a similar increase in death rates. For especially deadly cities like Jackson, MS, which has consistently scored near the top of our Pedestrian Danger Index, this increase is particularly concerning.

These trends can tell us a lot about how to make communities safer

These patterns are not a coincidence. It makes sense that places where people often walked to work before the pandemic would not see a significant increase in deaths when people started walking more during the pandemic, because places where people walk to work frequently also tend to be places that are better designed to support safer walking trips of all kinds. Communities that were

More walking during the pandemic led to more deaths only in the group of more deadly metro areas (on average)



more comfortable and more welcoming to walk in before the pandemic had more streets designed with pedestrians in mind. Infrastructure that protects people walking or using wheelchairs (like crosswalks and sidewalks) is more common, and these additions also lead to naturally slower vehicle speeds, so crashes are less likely to be fatal.

Places where people walk to work less frequently (where people might commute more often by car, for example) also tend to lack the infrastructure pedestrians need to stay safe. These communities got more dangerous when traffic evaporated on roads already designed primarily for moving cars through at high speed. A sudden increase in walking coupled with fewer cars on the road in these places likely contributed to a perfect storm of conditions and an increase in deaths. No amount of additional walking can overcome a roadway design that is fundamentally dangerous.

The dramatic increase in walking rates across the country during the pandemic shows that there is latent, unrealized demand for more opportunities to safely walk, even in places where the infrastructure is lacking. We should be striving to meet that demand by making it so people can safely walk to destinations like work, but also grocery stores, school, healthcare, and other daily needs.

Photo by Steve Davis / Smart Growth America

Endnotes

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Appendix A: Methodology

This report evaluates fatality data over five years (2016-2020) using Fatality Analysis Reporting System (FARS) data from the National Highway Traffic Safety Administration. The most recent data available from 2020 became available in Spring 2022.

The impact of the pandemic on the data we typically use, coupled with significantly higher fatality rates during the pandemic, required a new approach to assessing pedestrian danger, which also allowed us to address the unique impact of the pandemic. After more than a decade of calculating pedestrian danger in the same way—in part so that rankings could be compared over past editions to allow the public to see how places were getting more or less deadly—this edition of Dangerous by Design includes two significant changes: 1) a five-year time frame for pedestrian death rankings rather than ten years, and 2) removing any normalization by walking rates to generate a "Pedestrian Danger Index" and instead reporting on deaths per 100,000 people.

All pedestrian fatalities are reported within the five-year timeframe of 2016 to 2020 which differs from the 10-year time frame used in previous versions of the report. The pandemic's impact on walking data was already going to make continuity with previous editions impossible, giving us the chance to depart from the ten-year horizon and begin assembling state and metro rankings in this 2022 edition using a five-year time period. Shifting to five years allows us to both more heavily weight what happened in the pandemic year of 2020, while also drawing a sharper focus on current and more recent conditions. Additionally, USDOT, states, and metro areas also typically operate on five-year cycles for spending, planning, and performance measurement, making it a logical timeframe.

While previous versions of the report all used the Pedestrian Danger Index which normalized the pedestrian fatalities per 100,000 people further by walking rates, this report only uses pedestrian fatalities per 100,000 people for all comparisons. In the last report, the Pedestrian Danger Index used journey-to-work trips from the Census American Community Survey (ACS) data. Up until the pandemic shut things down March 2020, the share of people walking to work was a good, if limited, proxy for the amount of overall walking in a region or state, but with shifts in travel behavior that are likely to be somewhat permanent, this was no longer the case.

This year's report includes a brand new section (IV) analyzing how the pandemic impacted walking rates in the 100 largest MSAs using both the ACS walk to work data and StreetLight Data. To gain a better understanding of how and where people walk and how that affected fatalities, we divided MSAs into two groups: dangerous cities (more than 1.8 deaths per 100k) and safer cities (up to 1.8 deaths per 100k) to analyze and compare the average walking commute rates and StreetLight walking indices between the two groups and how death rates and walking rates changed during the pandemic on average in each group.

All population, race, age, and ethnicity data are from the 2016-2020 American Community Survey 5-year estimates, to ensure the most up-to-date information at the time of this report. NHTSA FARS data do not include information about the household income of individuals who are

struck and killed while walking; however, they do reveal where people are walking when they are killed. To analyze where pedestrian fatalities occur relative to median household income of the surrounding area, fatalities were joined using GIS to census tracts. The median household income of census tracts was grouped into quintiles to determine high- and low- income communities. Pedestrian deaths were then aggregated into these five tract types, and normalized by the population of the tracts. While FARS data do not include individual-level household income data, this analysis serves as a method to determine whether pedestrians die disproportionately in low-income areas. To calculate the number of fatalities by MSA, a spatial join was performed with the longitude and latitude as reported by FARS.

Appendix: Metro data

Rank	Metro area	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
1	Deltona-Daytona Beach-Ormond Beach, FL	4.25	140	61%	0.68	0.97
2	Albuquerque, NM	4.19	192	35%	-0.48	1.91
3	Memphis, TN-MS-AR	3.93	264	49%	2.15	1.77
4	Tampa-St. Petersburg-Clearwater, FL	3.55	559	50%	-0.41	0.54
5	Charleston-North Charleston, SC	3.54	140	56%	1.36	1.57
6	Jacksonville, FL	3.44	264	60%	0.19	0.24
7	Bakersfield, CA	3.41	152	31%	0.06	0.68
8	Orlando-Kissimmee-Sanford, FL	3.37	431	22%	-0.72	0.6
9	Stockton, CA	3.35	126	44%	-0.74	1.52
10	Fresno, CA	3.25	161	24%	1.22	1.24
11	Baton Rouge, LA	3.2	137	58%	1.54	0.93
12	Palm Bay-Melbourne-Titusville, FL	3.13	93	60%	-0.39	0.24
13	Tucson, AZ	3.12	162	44%	0.77	1.16
14	Miami-Fort Lauderdale-Pompano Beach, FL	3.11	954	34%	-0.01	0.48
14	Riverside-San Bernardino-Ontario, CA	3.11	716	35%	0.41	1.02
16	Columbia, SC	3	125	69%	-0.03	0.5
17	Greenville-Anderson, SC	2.97	135	79%	0.09	0.77
18	El Paso, TX	2.95	124	34%	-1.76	0.79
19	North Port-Sarasota-Bradenton, FL	2.92	120	71%	1.15	0.28
20	San Antonio-New Braunfels, TX	2.82	354	47%	0.46	0.43
21	Lakeland-Winter Haven, FL	2.81	99	71%	0.67	0.48
22	Phoenix-Mesa-Chandler, AZ	2.8	681	50%	-0.16	0.94
23	Cape Coral-Fort Myers, FL	2.78	105	61%	0.59	0.43
24	Little Rock-North Little Rock-Conway, AR	2.75	102	71%	2.28	1.01
25	Las Vegas-Henderson-Paradise, NV	2.62	292	9%	0.03	0.41
25	Jackson, MS	2.62	78	58%	1.35	0.37

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.
** Streetlight Data did not have information for metro Honolulu, HI.

Rank	Metro area	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
27	Atlanta-Sandy Springs-Alpharetta, GA	2.53	752	43%	0	0.82
27	Sacramento-Roseville-Folsom, CA	2.53	296	36%	-0.04	0.74
29	New Orleans-Metairie, LA	2.48	158	24%	0.14	0.38
30	Louisville/Jefferson County, KY-IN	2.47	156	55%	0.36	0.84
31	San Diego-Chula Vista-Carlsbad, CA	2.45	407	20%	0.13	0.57
32	Los Angeles-Long Beach-Anaheim, CA	2.4	1586	6%	0.08	0.53
33	Oklahoma City, OK	2.3	161	66%	0.5	0.83
34	Birmingham-Hoover, AL	2.28	124	82%	0.36	0.75
35	Richmond, VA	2.25	144	48%	0.29	1.09
36	Houston-The Woodlands-Sugar Land, TX	2.23	779	51%	0.12	0.39
37	Austin-Round Rock-Georgetown, TX	2.2	239	43%	0.53	0.44
38	New Haven-Milford, CT	2.15	92	43%	0.97	0.92
39	Baltimore-Columbia-Towson, MD	2.11	295	28%	-0.09	0.43
39	Augusta-Richmond County, GA-SC	2.11	64	73%	1.26	-0.13
41	Nashville-Davidson--Murfreesboro--Franklin, TN	2.09	199	53%	0.9	0.88
41	Tulsa, OK	2.09	104	71%	0.14	0.43
43	Urban Honolulu, HI	2.06	101	**	-0.53	0.33
44	Dallas-Fort Worth-Arlington, TX	2.04	761	53%	0.35	0.55
44	Charlotte-Concord-Gastonia, NC-SC	2.04	265	58%	0.4	0.42
46	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	1.98	604	31%	-0.21	0.22
46	Greensboro-High Point, NC	1.98	76	57%	0.11	0.31
48	Detroit-Warren-Dearborn, MI	1.86	401	46%	0.28	-0.01
49	San Jose-Sunnyvale-Santa Clara, CA	1.84	183	11%	-0.04	0.2
50	Portland-Vancouver-Hillsboro, OR-WA	1.83	226	38%	0.02	0.61
51	St. Louis, MO-IL	1.82	255	55%	0.63	0.34

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.
** Streetlight Data did not have information for metro Honolulu, HI.

Rank	Metro area	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
52	Syracuse, NY	1.75	57	40%	-0.07	0.93
53	Indianapolis-Carmel-Anderson, IN	1.73	177	56%	0.75	0.23
54	Denver-Aurora-Lakewood, CO	1.67	245	35%	-0.02	0.33
54	Bridgeport-Stamford-Norwalk, CT	1.67	79	42%	-0.5	0.8
56	San Francisco-Oakland-Berkeley, CA	1.61	378	4%	0.06	0.13
57	Raleigh-Cary, NC	1.6	109	54%	0.35	0.2
58	Harrisburg-Carlisle, PA	1.57	45	45%	-1.32	0.6
59	McAllen-Edinburg-Mission, TX	1.56	67	65%	-0.36	-0.08
60	Durham-Chapel Hill, NC	1.54	49	41%	0.21	-0.18
61	New York-Newark-Jersey City, NY-NJ-PA	1.52	1468	20%	-0.11	-0.09
62	Salt Lake City, UT	1.51	92	53%	-0.57	0.09
63	Knoxville, TN	1.49	64	78%	0.16	0.32
63	Winston-Salem, NC	1.49	50	73%	-0.76	0.11
65	Kansas City, MO-KS	1.46	157	68%	0.02	0.31
65	Dayton-Kettering, OH	1.46	59	56%	0.18	NA
65	Toledo, OH	1.46	47	59%	0.31	0.14
65	Chattanooga, TN-GA	1.46	41	71%	-0.28	0.31
69	Washington-Arlington-Alexandria, DC-VA-MD-WV	1.45	452	19%	0.2	0.21
70	Colorado Springs, CO	1.44	53	56%	0.05	0.56
71	Columbus, OH	1.43	150	50%	0.1	0.36
72	Scranton--Wilkes-Barre, PA	1.41	39	60%	0.05	-0.16
73	Seattle-Tacoma-Bellevue, WA	1.38	271	27%	0.32	0.47
73	Virginia Beach-Norfolk-Newport News, VA-NC	1.38	122	40%	-0.39	-0.01
75	Chicago-Naperville-Elgin, IL-IN-WI	1.36	644	39%	0.03	0.3
75	Spokane-Spokane Valley, WA	1.36	38	48%	0.29	0.28
77	Milwaukee-Waukesha, WI	1.31	103	55%	-0.37	0.18

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.
** Streetlight Data did not have information for metro Honolulu, HI.

Rank	Metro area	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
77	Hartford-East Hartford-Middletown, CT	1.31	79	43%	0.03	-0.02
79	Providence-Warwick, RI-MA	1.3	105	46%	0.54	0.17
80	Rochester, NY	1.29	69	48%	0.14	0.31
81	Wichita, KS	1.28	41	62%	0.16	0.31
82	Cincinnati, OH-KY-IN	1.22	135	57%	0.28	0.36
83	Albany-Schenectady-Troy, NY	1.2	53	38%	-0.52	-0.03
84	Springfield, MA	1.17	41	21%	-1.1	-0.13
85	Oxnard-Thousand Oaks-Ventura, CA	1.16	49	40%	0.33	-0.15
86	Ogden-Clearfield, UT	1.13	38	78%	0.25	-0.06
87	Grand Rapids-Kentwood, MI	1.1	59	65%	0.01	-0.08
88	Cleveland-Elyria, OH	1.08	111	45%	0.11	0.44
89	Omaha-Council Bluffs, NE-IA	1.06	50	70%	0.12	0.35
90	Allentown-Bethlehem-Easton, PA-NJ	1.05	44	60%	0.33	-0.3
91	Buffalo-Cheektowaga, NY	1.01	57	34%	-0.15	-0.1
91	Boise City, ID	1.01	37	63%	-0.61	0.43
93	Akron, OH	1	35	59%	0.01	0.32
94	Boston-Cambridge-Newton, MA-NH	0.96	233	20%	-0.09	-0.05
95	Pittsburgh, PA	0.92	107	43%	-0.18	0.03
96	Worcester, MA-CT	0.91	43	54%	-0.48	-0.4
97	Poughkeepsie-Newburgh-Middletown, NY	0.89	30	51%	0.19	NA
98	Des Moines-West Des Moines, IA	0.81	28	70%	0.24	-0.15
99	Minneapolis-St. Paul-Bloomington, MN-WI	0.8	145	50%	-0.18	0.17
100	Madison, WI	0.79	26	52%	0.15	0.06
101	Provo-Orem, UT	0.57	18	67%	0.06	-0.18

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.
** Streetlight Data did not have information for metro Honolulu, HI.

Appendix: State data

Rank	State	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
1	New Mexico	3.76	394	39%	0.01	1.09
2	Florida	3.22	3,420	48%	0.02	0.49
3	South Carolina	3.19	811	72%	0.56	0.82
4	Arizona	2.98	1,070	53%	0.08	0.82
5	Delaware	2.89	140	50%	-0.42	0.04
6	Louisiana	2.86	668	53%	0.28	0.62
7	Mississippi	2.6	388	82%	1.19	0.83
8	Nevada	2.58	391	17%	-0.01	0.41
9	Georgia	2.4	1,261	59%	0.29	0.74
9	California	2.4	4,729	19%	0.13	0.55
11	Alabama	2.32	567	90%	-0.33	0.63
12	Texas	2.26	3,231	57%	0.15	0.44
13	Hawaii	2.13	151	NA**	-0.81	0.41
14	North Carolina	2.04	1,060	63%	0.17	0.23
15	Oklahoma	2.02	399	78%	0.15	0.53
16	Maryland	2.01	606	34%	0.17	0.31
17	Tennessee	2	677	68%	0.67	0.72
18	Arkansas	1.99	300	86%	0.86	0.53
19	New Jersey	1.96	870	40%	0.03	0.24
20	Oregon	1.81	377	46%	-0.13	0.41
21	Kentucky	1.8	401	66%	0.3	0.54
22	Missouri	1.71	524	72%	0.47	0.38
23	Alaska	1.6	59	NA**	0.2	0.26
24	Connecticut	1.56	278	45%	0.02	0.45

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.
** Streetlight Data did not have data for Hawaii or Alaska

Rank	State	Average ped deaths/100k people per year	Pedestrian deaths (2016 - 2020)	Difference in average daily walking trips, 2019 to 2020*	Pandemic change in fatality rate (Avg. 2016-19 vs 2020)	Long term trend in fatality rate (Five-year averages for 2011-15 vs 2016-20)
25	Michigan	1.55	773	58%	0.2	0.08
26	Colorado	1.48	420	43%	0.05	0.37
27	District of Columbia	1.4	49	-36%	0.01	-0.02
27	Indiana	1.4	468	69%	-0.02	0.27
29	Montana	1.39	74	64%	0.24	-0.01
30	Virginia	1.37	585	49%	-0.1	0.38
31	New York	1.35	1,314	21%	-0.2	-0.18
32	West Virginia	1.34	121	69%	-0.42	0.08
33	Washington	1.32	494	39%	0	0.34
34	Rhode Island	1.27	67	41%	0.43	0.23
34	Illinois	1.27	808	49%	0.14	0.23
36	Pennsylvania	1.26	804	45%	-0.17	0.06
37	Ohio	1.18	686	60%	0.23	0.31
38	Utah	1.17	184	67%	-0.17	0.03
39	Wyoming	1.14	33	64%	-0.13	0.24
40	Kansas	1.13	165	74%	0.56	0.36
41	South Dakota	1.07	47	86%	0.64	0.29
42	Massachusetts	1.06	365	24%	-0.32	-0.08
43	Maine	1.03	69	60%	-0.45	0.16
44	Nebraska	0.98	94	80%	-0.05	0.32
45	Vermont	0.93	29	-5%	0.44	0.04
45	New Hampshire	0.93	63	66%	0.31	0.25
45	Wisconsin	0.93	269	72%	-0.09	0.09
48	Idaho	0.86	75	70%	-0.09	0.15
49	North Dakota	0.82	31	65%	0.29	-0.09
50	Minnesota	0.82	230	59%	-0.03	0.22
51	Iowa	0.73	115	86%	0.16	0.03

* Via Streetlight Data, based on information from cellphones and mobile devices. Includes an expansive amount of walking trip data not limited to streets and sidewalks.

National Complete
Streets Coalition

1152 15th Street Ste 450
Washington, DC 20005
smartgrowthamerica.org
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Ordinance Adoption
Business Impact Estimate

Proposed ordinance's number and legal title: 2024-07

AN ORDINANCE RELATING TO PEDESTRIAN AND VEHICLE SAFETY WITHIN PUBLIC ROADS AND RIGHTS-OF-WAY; AMENDING CHAPTER 17, STREETS, SIDEWALKS AND OTHER PUBLIC SPACES OF THE *CODE OF ORDINANCES* BY AMENDING SECTION 17-10 TO ADD UNSAFE PEDESTRIAN USE OF RIGHT-OF-WAYS; ADOPTING FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; ESTABLISHING PROHIBITED USE OF PUBLIC ROAD RIGHTS-OF-WAY; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR ADDITIONAL REMEDIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☐ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

The purpose of this Ordinance is to regulate the use of the public rights-of-way within the City of Ormond Beach to prohibit activities that interfere with the primary purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, sudden stoppage or slowdown of traffic, and dangerous misuse of medians within rights-of-way.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

    a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

    N/A

    b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

    N/A

    c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

    N/A

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
   N/A

4. Any additional information the City determines may be useful.

    (This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

City of Ormond Beach
AGENDA ITEM

May 7, 2024 - City Commission

Number: 10.A

Section:	RESOLUTIONS		
Item Category:	Resolution	**Res./Ord. No:**	2024-77
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	ISBA - Responding Resolution to Volusia Co.		
Summary:	The City Commission adopted the original North U.S. 1 Interlocal Service Boundary Agreement (ISBA) on August 19, 2014 per Ordinance 2014-27. Concurrently, the Volusia County Council adopted the ISBA on Aug 21, 2014 by Volusia County Ordinance 2014-12. The original ISBA established the Municipal Service Area (MSA) and a joint planning and service delivery agreement to the North U.S. Highway 1 area. The first amendment to the North U.S. 1 ISBA was approved to add the land associated with Plantation Oaks Subdivision and the 13 enclaves surrounding the subdivision to the adopted MSA. On Aug 20, 2019, the City Commission adopted the first amendment to the North U.S. Highway 1 ISBA. The Volusia County Council subsequently adopted the agreement on Sept 17, 2019. The City (Dec 7, 2021 with Ord 2021-43) and Volusia County (Feb 15, 2022, with Ord 2022-9) approved the second amendment to the North U.S. Highway 1 ISBA to add the land associated with the RidgeHaven subdivision and the individually owned parcels not owned by RidgeHaven to the adopted MSA. The ISBA is set to expire in Aug 2024 and Volusia Co. and the City are working to renew the interlocal agreement. A part of the process for the renewal is an initiating resolution. On Jan 19, 2024, City staff received Volusia Co. Resolution 2023-156, which initiated the process to amend the ISBA. Resolution 2023-156 contains two parts: 1. Expansion of the land area of the Interlocal Service Boundary Agreement to include the property at 874 Hull Road.		

	2. Extension of the ISBA for an additional 10 years from the expiration of the current ISBA. City staff have reviewed Resolution 2023-156 and discussed it with Volusia Co. staff. Based on policy direction from the City Commission, there is no desire to annex or include the property at 874 Hull Road within the ISBA. The attached responding resolution from the City will seek only the renewal of the ISBA for a period of 10 years. A separate City Commission item will be presented at the May 21, 2024, and June 4, 2024, City Commission meetings for the renewal of the interlocal agreement. Volusia Co. will also need to review and act upon the interlocal agreement extension.
Financial Impact:	None
Citizen Impact:	There are no citizen impacts expected.
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission **APPROVE** the responding resolution to Volusia County seeking only a renewal of the Interlocal Service Boundary Agreement for a period of 10 years.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-77 ISBA Responding Resolution (P24-0018G) 2. VC Resolution No 2023-156 3. ISBA Map
Approval:	Kelly McGuire, Finance Director 4/30/2024 Claire Whitley, Assistant City Manager 4/30/2024 Joyce Shanahan, City Manager 4/30/2024

RESOLUTION NO. 2024-77

A RESOLUTION OF THE CITY OF ORMOND BEACH, FLORIDA, RESPONDING TO THE INITIATING RESOLUTION OF THE COUNTY OF VOLUSIA REGARDING THE NORTH U.S. HIGHWAY 1 INTERLOCAL SERVICE BOUNDARY AGREEMENT; PROVIDING FOR TRANSMISSION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171 (Part II), Florida Statutes ("Act"), the City Commission of the City of Ormond Beach approved on August 19, 2014 an Interlocal Service Boundary Agreement and Planning and Services Delivery Sub-Agreement ("ISBA") regarding certain lands along the N. U.S. Highway 1 corridor, and the County Council approved the ISBA on August 21, 2014, said agreement having been recorded on August 28, 2014 in Official Records Book 7026, beginning on Page 876; and

WHEREAS, the City of Ormond Beach and County of Volusia authorized two amendments to the ISBA as recorded in Official Records Book 7758, Page 4680 and Book 8228, Page 1974; and

WHEREAS, the ISBA, as amended, will expire on or about August 28, 2024, and

WHEREAS, on November 7, 2023, the County Council adopted Resolution No. 2023-156 ("Initiating Resolution") inviting the City of Ormond Beach to participate in discussions regarding the potential expansion and extension of the ISBA, as amended; and

WHEREAS, the City Commission respectfully declines the invitation to expand the boundary of the ISBA and expresses a desire to renew the terms and conditions of the ISBA, as amended, for a ten-year term; now therefore,

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

SECTION ONE. The forgoing recitals are incorporated herein. The City Commission respectfully declines the invitation to expand the boundary of the ISBA as proposed in the Initiating Resolution. The City Commission expresses a desire to renew the terms and conditions of the ISBA, as amended, for a ten-year term.

SECTION TWO. The Ormond Beach City Manager is directed to send a copy of this resolution to the Volusia County Manager in accordance with the Act.

SECTION THREE. The City Manager and City Attorney, and their designees, are authorized and directed to engage in discussions and/or negotiations with Volusia County officials regarding the renewal of the ISBA for a ten -year term.

SECTION FIVE. This resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED, this 7th day of May, 2024.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Volusia County
FLORIDA

Legal Department

Via Certified Mail and E-mail

Joyce Shanahan
City Manager
22 S. Beach St.
Ormond Beach, FL 32174
Re: Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia

Dear Ms. Shanahan:
Pursuant to Section 171.203, Fla. Stat., please find included in this letter an initiating resolution to the City of Ormond Beach as an invited municipality. The purpose of the initiating resolution was to begin renegotiations for discussion of an additional term to the 2014 ISBA as well as discussion of additional property within the Interlocal Service Boundary Agreement (ISBA) between the City of Ormond Beach and County of Volusia.

Paolo S. Soria
Sr. Assistant County Attorney
Volusia County

CC via e-mail: George Recktenwald, Volusia County Manager
Michael Dyer, Volusia County Attorney
Suzanne Konchan, Volusia Deputy County Manager
Clay Ervin, Volusia County Growth and Resource Management Director
Benjamin Bartlett, Volusia Public Works Director
Randy Hayes, Ormond Beach City Attorney
Steven Spraker, Ormond Beach Planning Director

123 West Indiana Avenue • DeLand, FL 32720
Tel: 386-736-5950 • Fax: 386-736-5990
www.volusia.org

RESOLUTION 2023-156

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY ADOPTING AN INITIATING RESOLUTION PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THE PURPOSE OF AMENDING THE EXISTING INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF ORMOND BEACH AND ADRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRASMISSION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, part II, Florida Statutes (the "Act"), the City Commission of the City of Ormond Beach (hereinafter "City") approved Resolution 2010-131 on September 7, 2010, and the County Council of the County of Volusia (hereinafter "County") approved Resolution No. 2010-05 (Responding Resolution) on October 7, 2010, identifying certain issues along the North U.S. 1 corridor; and

WHEREAS, the City Commission approved the Interlocal Service Boundary Agreement (hereinafter the "ISBA") regarding certain lands along the N. U.S. Highway 1 corridor on August 19, 2014, and the County Council approved the ISBA on August 21st, 2014 through Ordinance 2014-12, and recorded in Official Records Book 7026, Pages 876, which also serves as a joint planning agreement providing extraterritorial powers between the City and the County; and

WHEREAS, the City of Ormond Beach and County of Volusia authorized two amendments to the ISBA to add additional lands to the ISBA as recorded in Official Records Book 7758, Page 4680 and Book 8228, Page 1974; and

WHEREAS, the County seeks to expand the ISBA to include certain unincorporated property described herein, as Composite Exhibit A, and pursuant to § 171.203, Fla. Stat. of the Act, adopts this resolution as an initiating resolution; and .

WHEREAS, pursuant to Section 171.203(12), f.s., and Section 4 of the ISBA, this Resolution shall serve as the initiation of negotiations for extension of the ISBA; and

WHEREAS, the 2014 ISBA approved by the City and the County is attached to this resolutions as Exhibit B; and

WHEREAS, it is the intent of the County to initiate discussions with the City of Ormond Beach regarding the expansion and extension of the ISBA, as amended, to address the above referenced concerns.

BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION VENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 7th DAY OF NOVEMBER 2023, AS FOLLOWS:

Section 1: The Volusia County Council hereby invites the City of Ormond Beach to enter into negotiations under the Act to address issues concerning expansion of the areas identified and described in Composite Exhibit A into the ISBA

Section 2: Pursuant to the Act, the Volusia County Council hereby identify the issues to be negotiated as follows:

a. The process, definitions, and criteria for voluntary and referendum annexations in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2023).

b. The establishment of municipal service areas, as defined in § 171.202(11)(a), Fla. Stat., for which the City may plan for an annex, and conversely, unincorporated service areas, as defined in § 171.202(16)(a), Fla. Stat., which shall remain unincorporated, as suggested in Composite Exhibit A.

c. The incorporation an exercise of those joint planning procedures set forth in § 163.3171, Fla. Stat. (2023) to include those areas identified in Composite Exhibit A.

d. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within the unincorporated area in Composite Exhibit A, including land use planning under Chapter 163, Fla. Stat. These powers may be in addition to other municipal powers that otherwise exist in the City of Ormond Beach.

e. Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the County and the City within the areas set forth in Composite Exhibit A.

f. Establishment of a recommended term and extension of the ISBA for an additional ten (10) years from the expiration of the current ISBA, including periodic review.

g. The County Clerk is hereby directed to provide by United States certified mail to the chief administrative officer of the City of Ormond Beach, as the invited municipality, and to all other entities required by the Act.

Section 3: This initiating resolution shall not be construed to bind the Council to approve an amendment to the Interlocal Service Boundary Agreement nor bind any local

government to require another local government to enter into an interlocal service boundary agreement.

Section 4: This resolution shall become effective immediately upon its adoption.

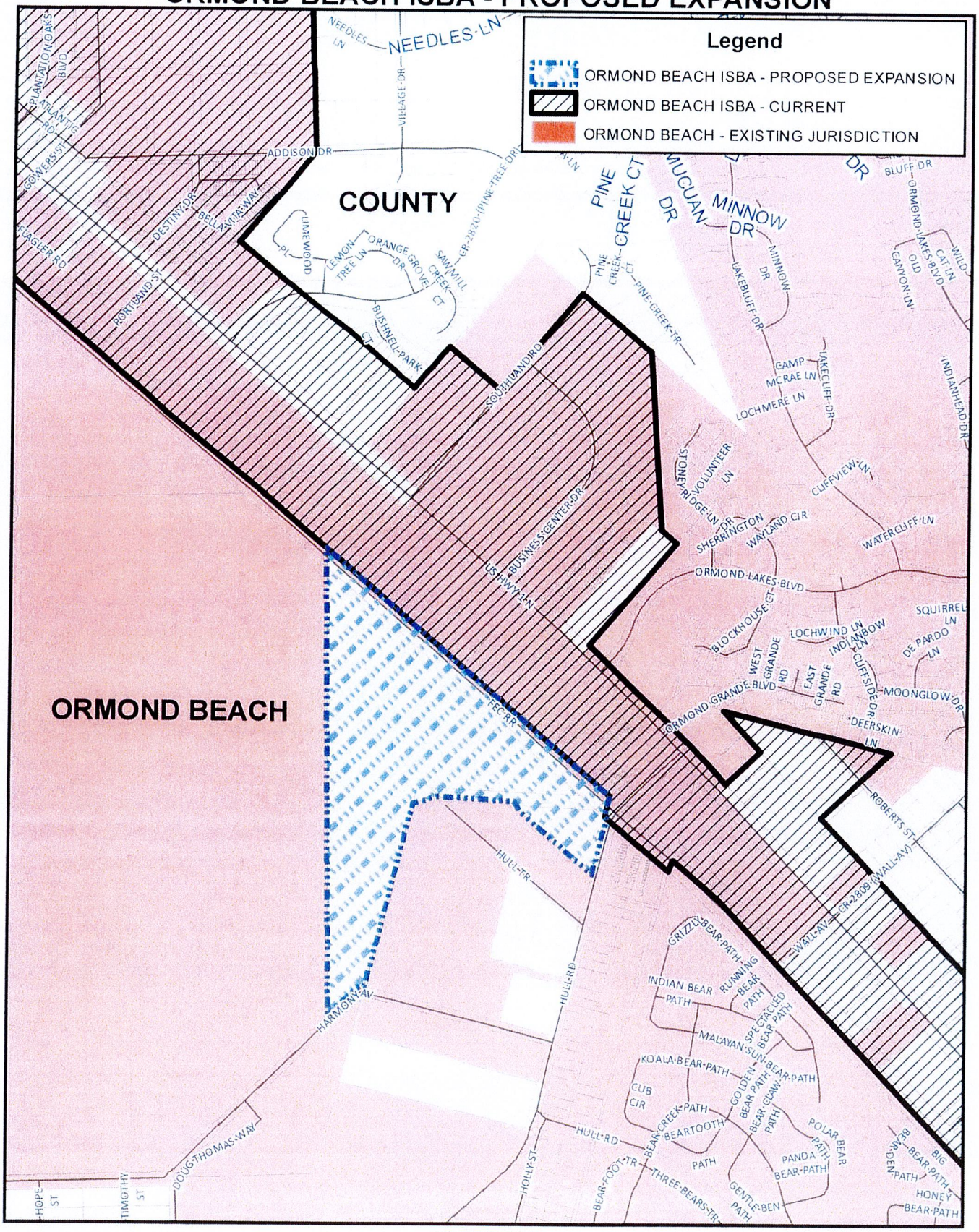
DONE AND ORDERED IN OPEN MEETING.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

ATTEST: _____
George Recktenwald
County Manager

BY: _____
Jeffrey S. Brower
County Chair

ORMOND BEACH ISBA - PROPOSED EXPANSION



Disclaimer:
This map is intended only to be a visual representation and should not be used for the making of accurate measurements, or for engineering purposes. The County of Volusia is not responsible for outcomes of decisions made on the basis of this map.

Volusia County FLORIDA

Customized map prepared by:
Volusia County Growth & Resource Management

10/24/2023

0 500 1,000 2,000 Feet

Note: Due to variations in printer settings, this scale may not provide accurate measurements.

All of those lands being described in Official Records Book 5482, Page 3503 and Official Records Book 6166, Page 3853 of the Public Records of Volusia County, Florida together being described as a portion of Section 6, Township 14 South, Range 32 East, and a portion of the George Anderson Grant (Section 38, Township 14 South, Range 32 East), Volusia County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Government Lot 1, of Section 6, Township 14 South, Range 32 East; thence run S 01°41'42" E, along the West line of said Lot 1, a distance of 578.54 feet to its intersection with the Southwesterly Right of Way line of the Florida East Coast Railroad and the POINT OF BEGINNING: thence run S 49°51'24" E, along said Southwesterly Right of Way line, a distance of 1249.14 feet; thence S 14°29'03" W, a distance of 11.10 feet; thence S 49°51'24" E, a distance of 753.31 feet; thence S 40°08'36" W, a distance of 25.00 feet; thence S 49°51'24" E, a distance of 922.79 feet to the intersection with the Westerly Right of Way of Hull Road (also known as Airport road), as occupied; thence departing said Railroad Right of Way, run S 14°29'58" W, along the Westerly Right of Way line of said Hull Road, a distance of 458.93 feet; thence, departing said Westerly Right of Way line, run N 49°51'24" W, a distance of 822.68 feet; thence N 87°06'04" W, a distance of 524.87 feet; thence N 49°51'24" W, a distance of 66.18 feet to the Southeasterly corner of those lands described as Parcel 2 in aforesaid Official Records Book 6166, Page 3853; thence run S 74°58'17" W, along the South line of those lands described in aforesaid Official Records Book 6166, Page 3853, a distance of 211.99 feet to the Southwesterly corner thereof, said corner also being a point on the West line of the aforesaid George Anderson Grant; thence run S 14°29'03" W, along said West line, a distance of 1284.21 feet to the Northernmost corner of Parcel 1 in aforesaid Official Records Book 6166, Page 3853; thence, departing said West line, run along the boundary of said Parcel 1 the following six courses: S 10°16'17" E, a distance of 16.00 feet; thence S 07°44'04" W, a distance of 52.58 feet; thence S 13°33'57" W, a distance of 101.07 feet; thence S 32°00'53" E, a distance of 39.86 feet; thence N 75°30'57" W, a distance of 43.41 feet to the West line of the aforesaid George Anderson Grant; thence run N 14°29'03" E, along said West line, a distance of 34.63 feet; thence departing said West line, run S 46°53'07" W, a distance of 324.28 feet to the West line of aforesaid Section 6; thence run N 01°27'11" W, along said West line, a distance of 1376.53 feet to the West ¼ corner of said Section 6; thence run N 01°41'42" W and continuing along the West line of said Section 6, a distance of 2060.78 feet to its intersection with the Southwesterly Right of Way line of the aforesaid Florida East Coast Railroad and the Point of Beginning.

08/28/2014 02:09 PM
Instrument# 2014-155369 # 1
Book: 7026
Page: 876

Interlocal Service Boundary Agreement

City of Ormond Beach and County of Volusia

Instrument# 2014-155369 # 2
Book: 7026
Page: 877

Interlocal Service Boundary Agreement
City of Ormond Beach and County of Volusia

Table of Contents

Interlocal Service Boundary
Agreement between the City of Ormond Beach and County of Volusia

Planning and Services Delivery Sub-Agreement

Map 1

Instrument# 2014-155369 # 3
Book: 7026
Page: 878

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA

This Interlocal Service Boundary Agreement ("ISBA"), inclusive of Sub-Agreements (collectively referred to as "the Agreement") is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and Article I, of the City of Ormond Beach Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor ("1991 U.S. 1 Interlocal Service Area Agreement"); and

WHEREAS, in furtherance of the 1991 U.S. 1 Interlocal Service Area Agreement, the City and County also entered into a Joint Project Agreement dated July 16, 1992 ("1992 JPA"), establishing terms and conditions for the extension of water and sewer lines, and providing terms for the reimbursement of development fees for development projects in the unincorporated territory of the County; and

WHEREAS, the Parties agreed, in paragraph 10 of the 1991 U.S. 1 Interlocal Service Area Agreement, to continue to study the feasibility of future expansion of the municipal service area described in that agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7) , Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers, over lands that are in the unincorporated territory of a county, to a municipality; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands; and

WHEREAS, Sections 163.3171(4), 171.207 and 171.208, Florida Statutes, authorizes a municipality, in accordance with an interlocal agreement, to amend its comprehensive plan to include lands that are situated in the unincorporated territory of a county, prior to the annexation of those lands; and authorizes a municipality to exercise extrajurisdictional authority over such lands, in advance of annexation; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area ("MSA"), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:

a. may receive municipal services from the City, and/or
b. may be annexed by the City;

2. Delivery or funding of various services for public safety; fire, emergency, medical, and water and wastewater; the construction, maintenance and ownership of roads;

conservation, parks, and recreation; stormwater management and drainage; and various other services;

3. Providing a process and schedule for the annexation of lands in a MSA;

4. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;

5. Addressing other service delivery issues, such as those related to itinerant vendor activities;

6. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes, which is to be adopted into a municipal comprehensive plan; and

WHEREAS, the City adopted initiating Resolution No. 2010-131 on September 7, 2010, and the County adopted responding Resolution No. 2010-196 on October 7, 2010, in accordance with Section 171.203, Florida Statutes, for the purpose of negotiating and entering into an interlocal service boundary agreement; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals.* The recitals above are true and correct and are incorporated into this ISBA and all Sub-Agreements, as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Sub-Agreements and Map 1.* The following Sub-Agreements and Map 1 attached hereto are fully incorporated as if fully set forth herein:

a. Planning and Services Delivery Sub-Agreement
b. Map 1 (depicting the interlocal boundary service area, joint planning area, and municipal service area)
c. Any Sub-Agreement that may be approved and executed after the approval and effective date of this Agreement
d. 1992 Joint Project Agreement (regarding water and sewer line extension and development fee reimbursement)

3. *Term and Effective Date of Agreement.* The ISBA and all attached Sub-Agreements shall become effective when filed with clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes. The initial term of the Agreement and all attached Sub-Agreements shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the County and City shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, including any or all Sub-Agreements, may continue for the remainder of the initial term, be amended as the parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. *Renewal of Agreement.* The City and County shall, in the event the Parties desire to extend the initial term of the Agreement, initiate negotiations in accordance with section 171.203(12), Florida Statutes, no later than eighteen months prior to the termination of the initial term.

5. *Termination of Agreement.* The County or City may terminate this Agreement or any Sub-Agreement at anytime upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except though a separate agreement in writing that has been approved by both Parties.

6. *Dispute Resolution.* The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution

procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of section 163.01(5)(p), section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

7. *Duplication of Services*. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. *Notice.* All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested; or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:	County of Volusia Attn: County Manager Copy to: County Attorney 123 West Indiana Avenue DeLand, FL 32720
If to the City:	City of Ormond Beach Attn: City Manager Copy to: City Attorney 22 South Beach Street Ormond Beach, FL 32174

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

9. *Sole Benefit.* This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

10. *Authority.* The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

11. *Enforcement.* This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

12. *Defense.* If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

13. *Amendments.* Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

14. *Supremacy.* The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

15. *Entire Understanding.* Except as otherwise specifically set forth herein or in any subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

16. *Governing Law and Venue.* The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 ("Dispute Resolution") paragraph 6 shall control.

17. *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. *Compliance with Chapter 171, Part II, Florida Statutes*. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the JPA/MSA by the County to the City; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforecement of the codes described in paragraph 4,c of the Planning and Services Delivery Sub-Agreement.

19. *Amendment of Intergovernmental Coordination Element of Comprehensive Plans.* Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

20. *Adoption by County.* The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

21. *Adoption by City.* The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

22. *1991 U.S. 1 Interlocal Agreement.* The interlocal service area agreement dated September 12, 1991, between the City and County establishing a utility service area for the U.S. 1 corridor shall be deemed terminated on the effective date of this ISBA and Planning and Services Delivery Sub-Agreement, and shall be superseded and replaced by the ISBA and Planning and Services Delivery Sub-Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Approved by: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [X] personally known to me, or [ ] ~~have produced~~ _____ as ~~identification~~.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

MARCY A. ZIMMERMAN
Notary Public - State of Florida
My Comm. Expires Feb 9, 2018
Commission # FF 062793
Bonded Through National Notary Assn.

CITY OF ORMOND BEACH

By: Ed Kelley
Ed Kelley, Mayor

Attest: Joyce Shanahan
Joyce Shanahan, City Manager

Approved by: Randall D. Hayes
City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [✓] personally known to me, or [ ] have produced _____ as identification.

J. Scott McKee
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

J SCOTT MCKEE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF069334
Expires 2/3/2018

Instrument# 2014-155369 # 12
Book: 7026
Page: 887

Planning and Services Delivery Sub-Agreement

This Planning and Services Delivery Sub-Agreement is made and entered into this 28th day of August, 2014, by and between the City of Ormond Beach ("City") and Volusia County ("County").

WHEREAS, this Sub-Agreement is made and entered into in furtherance of the Interlocal Service Boundary Agreement ("ISBA"), and it is a material part of the ISBA; and

WHEREAS, this Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes; and

WHEREAS, the "Whereas" recitals in the ISBA are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and the County enter into this Sub-Agreement as follows:

1. *Incorporation of recitals as legislative findings; purpose.* The recitals stated in the ISBA and this Sub-Agreement are incorporated herein by reference as the legislative findings of the City and County. This Sub-Agreement is intended to satisfy the requirements of Chapter 171 (Parts I & II), Florida Statutes, and Chapter 163 (Part II), Florida Statutes, specifically sections 171.203, 171.204 and 163.3171.

2. *Incorporation of Map 1.* The unincorporated area depicted in Map 1 attached to the ISBA shall constitute the Joint Planning Area ("JPA") and Municipal Service Area ("MSA"), which terms may herein be used synonymously and interchangeably as the context requires.

3. *Planning Process and Implementation.*

a. The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive land use plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of the ISBA, by adopting a policy referencing said agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:

14.1.2.13 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Ormond Beach have established an Interlocal Service Boundary Agreement (ISBA) adopted on August 28, 2014. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.

b. The City shall adopt a Municipal Service Area ("MSA"), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.

c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a JPA/MSA; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands. The City is authorized and empowered, pursuant to section 163.3171(4), Florida Statutes, to amend and apply its comprehensive plan to the lands within the JPA/MSA in advance of the annexation of those lands. In addition, the City's codes and regulations shall apply in advance of annexation upon the adoption by the City of a comprehensive plan amendment; and the City shall be authorized and empowered, pursuant to sections 163.3171(4), 171.207 and 171.208, Florida Statutes, to exercise extraterritorial powers over such lands.

d. The City shall serve as the single point of service for building permitting, inspections, and enforcement (including Flood Hazard Management).

4. *Planning, Development and Administrative Authority.* The City shall have sole and singular authority within the boundaries of the JPA to apply the City's Comprehensive Land Use Plan and Zoning Map categories over unincorporated parcels, to administer the codes and regulations described in paragraph 4,c below, and to provide for the enforcement of codes:

a. *Land Use Designations*. The City shall be authorized to amend its future land use map for the purpose of governing any and all unincorporated lands within the JPA. The City shall coordinate the amendment with the County prior to processing it by submitting a copy of the proposed amendment to the County no less than thirty (30) calendar days prior to the initial hearing. In the event the County desires to object to the proposed amendment, it must file a written objection, stating a good faith basis for same, with the City no later than fifteen (15) days prior to the initial hearing on the amendment. The Parties shall make a good faith effort to resolve a dispute regarding a proposed amendment. If the Parties are not able to resolve a dispute regarding a proposed amendment, the County may pursue available remedies under applicable law.

b. *Zoning Classifications*. The City shall be authorized to amend the City's zoning map for all unincorporated lands within the JPA after a City land use designation has been adopted.

c. *Application of Codes*. The following codes and ordinances (as may be approved or amended from time to time) shall apply in their entirety to unincorporated land in the JPA:

i. City Charter,
ii. City Code of Ordinances,
iii. City Comprehensive Land Use Plan,
iv. City Land Development Code,
v. Non-codified City ordinances, resolutions, and regulations, and
vi. Florida Building Code.

d. *Stormwater Conveyance Services*. The County shall continue to administer and enforce its regulations regarding county stormwater conveyance systems within the boundaries of the JPA. The City will review and approve all new development in the JPA with regard to stormwater conveyance systems including but not limited to water quality, discharge volume and flow rate, as well as storm attenuation and flood control. The City shall not permit any construction, additions, renovations, or alterations of any improvements to real property, in a manner that is inconsistent or conflicts with County policy unless specific written approval is received from the County Engineer, which approval shall not be unreasonably delayed or withheld. The County shall continue to accept stormwater runoff and maintain stormwater conveyance systems when County predevelopment conditions related to stormwater are met.

e. *Itinerant Vendor and Merchant Activities*. The City shall have sole and complete jurisdiction over itinerant vendor and merchant activities, and outdoor entertainment activities, within the boundaries of the JPA/MSA, including the issuance of licenses and permits.

f. *Roads; transfer of jurisdicition*. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.

i. *County Thoroughfare Roads*. The County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent revisions to the County's thoroughfare roadways as illustrated in Figure 2-1, Volusia County Comprehensive Plan:

(1) Broadway Avenue, from Tymber Creek Road to US 1.
(2) Airport Road, from the Florida East Coast Railroad to US 1.

ii. *Non-thoroughfare Roads*. The permanent transfer within the JPA/MSA of non-thoroughfare roadway maintenance responsibilities from the County to the City shall occur as follows:

(1) For purposes of this agreement, "road segment" shall mean the portion of a County road between two intersecting roads.

(2) Except for those roads identified in paragraph f,i above, non-thoroughfare county roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.

(3) All County non-thoroughfare roads within the MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of a road segment.

(4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels on each side of the road segment between two intersecting roads.

(5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will be fully responsible for all maintenance and other responsibilities.

(6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.

(7) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Sub-Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Sub-Agreement, in which case the terms of this Sub-Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Sub-Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.

iii. *Transportation Planning and Coordination.*

(1) The City and County agree to use the adopted Volusia Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the

impacted jurisdiction's comprehensive plans including the adopted Volusia TPO Long Range Transportation Plan.

(2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

iv. *Funding*. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the JPA/MSA.

v. *Maintenance*. The City and County may enter into maintenance agreements for certain segments of permanent County roads within the JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.

vi. *Continuing jurisdiction*. All roads over which jurisdiction is transferred to the City under the terms of this Sub-Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

g. *Land Development and Planning*. The City shall provide site plans and subdivision plans to the County for review and comment. The County shall have thirty (30) days from receipt of plans to submit its comments or recommendations to the City. The City shall notify the County of the date and time at which a proposed site plan will be presented to the city's local planning agency (i.e., planning board) for its review and recommendation to the city commission, as well as the date and time at which a proposed site plan will be presented to the city commission for final action. The County's comments or recommendation shall be included in any city staff analysis that is presented to the city planning board and city commission. The County may submit or present its comments or recommendations directly to the city planning board and city commission, regardless whether or not they have been incorporated into the site plan.

h. *Enforcement of Codes*. The City shall enforce City or County codes within the JPA/MSA, whichever may apply.

5. Joint Planning Area ("JPA"). The following additional findings are intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

a. *Urban in Character*. The unincorporated area in the JPA as depicted in Map 1 is anticipated for municipal annexation because it is "urban in character", as that term is defined by section 171.031(8), Florida Statutes.

b. *Comprehensive Plan Amendment and Future Land Uses to be Established by the City*. The City may, in accordance with section 163.3171(4), Florida Statutes, amend its comprehensive land use plan, including its future land use map, for lands in the JPA in advance of annexation.

c. *Transportation:* as may be addressed in a separate sub-agreement.

d. *Annexation as a Condition to Receiving Water and Sewer Services*.

i. Annexation as a condition of municipal utility connection has long been and continues to be authorized by Section 180.02(3), Florida Statutes, and the home rule constitutional and proprietary powers of the City. The City and County entered into an interlocal agreement dated September 12, 1991, establishing a utility service area for the U.S. 1 corridor ("1991 U.S. 1 Interlocal Service Area Agreement") described as being "those lands lying 660 feet east and 660 feet west of the right-of-way lines of U.S. 1, including the hinterlands under single development control lying beyond that point referred to as the Service Area." The 1991 Interlocal Service Area Agreement conferred to the City the exclusive right to extend water and/or sewer facilities and provide utility service within the designated Service Area in accordance with the City's water and sewer connection policy, which policy required and continues to require the consent of a property owner to annex into the City as a condition to connecting to the City's water and/or sewer facilities. Connection to the City's water and/or sewer facilities constitutes express or implied consent by a property owner to the annexation of the land benefitting from the receipt of such services. The City's annexation and utility provision policies and regulations are set forth in Chapter 3, Article V, Section 3-61(B)(2)(b) and (c), of the Ormond Beach Land Development Code (formerly Ordinance 91-33 adopted on August 20, 1991).

ii. The City may require, in accordance with section 171.204, Florida Statutes, and the City's annexation and utility provision policies and regulations, the annexation of land in the JPA/MSA regardless of whether the land is contiguous, creates an enclave or is not reasonably compact at the time of annexation.

iii. In accordance with section 171.204, Florida Statutes, before the annexation of land that is not contiguous to the City, or that will create an enclave, or land that is not being served by water or sewer utilities at the

time of the proposed annexation, the City shall transmit for review to the state Department of Economic Opportunity a comprehensive land use plan amendment for the lands that are to be annexed. After considering the DEO's review, the City may approve concurrently, through separate and distinct actions, the annexation and comprehensive land use plan amendment.

iv. With respect to land that is contiguous to the City, that does not create an enclave or pocket, and is being served water or sewer services by the City at the time of the proposed annexation, the City agrees to process a Future Land Use Map ("FLUM") amendment to its comprehensive land use plan prior to or concurrent with the annexation. The FLUM amendment and annexation must be accomplished as separate and distinct actions.

e. *School Facilities.* The JPA shall be served by the schools zoned by the Volusia County School District and shall not conflict with the Interlocal Agreement between Volusia County and the Volusia County School District, as amended. The City agrees to work with the Volusia County School District to further the requirements and goals of the School Interlocal Agreement between the County and the School District.

IN WITNESS WHEREOF, each of the undersigned has executed this Sub-Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Approved by: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [X] personally known to me, or [ ] ~~have produced~~ _____ as ~~identification~~.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

Notary Public - State of Florida
My Comm. Expires Feb 9, 2018
Commission # FF 062793
Bonded Through National Notary Assn.

CITY OF ORMOND BEACH

By: _____
Ed Kelley, Mayor

Attest: _____
Joyce Shanahan, City Manager

Approved by: _____
City Attorney

CITY OF ORMOND BEACH FLORIDA

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26TH day of AUGUST, 2014, by Ed Kelley and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [✓] personally known to me, or [ ] have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and Expiration of commission term:

J SCOTT MCKEE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF089334
Expires 2/3/2018

Best Available Image

Instrument# 2014-155369 # 20
Book: 7026
Page: 895
Diane M. Matousek
Volusia County, Clerk of Court

North US Highway 1 Interlocal Planning and Municipal Service Area

MAP 1

FIRST AMENDED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA

This First Amended Interlocal Service Boundary Agreement ("First Amended Agreement") is made and entered into this 20th date of August, 2019 by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida ("2014 ISBA"); and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") as depicted on Map 1 thereto; and

WHEREAS, the City and County desire to amend the 2014 ISBA for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this First Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this First Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are incorporated herein and are a material part of this First Amended Agreement.

2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA is hereby modified and enlarged to include the area shown and depicted on Map 2 to this First Amended Agreement.

3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA shall be construed to also include the expanded MSA and JPA depicted in Map 2 to this First Amended Agreement.

4. The governing bodies of the City and County shall approve this First Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.

5. This First Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this First Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this First Amended Agreement.

ATTEST:

George Recktenwald
County Manager

COUNTY OF VOLUSIA

Ed Kelley
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17 day of September, 2019, by Ed Kelley and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.

NOTARY PUBLIC

MARCY A. ZIMMERMAN
Notary Public – State of Florida
Commission # GG 162304
My Comm. Expires Feb 9, 2022
Bonded through National Notary Assn.

ATTEST:

Joyce Shanahan
City Manager

CITY OF ORMOND BEACH

Bill Partington
Mayor

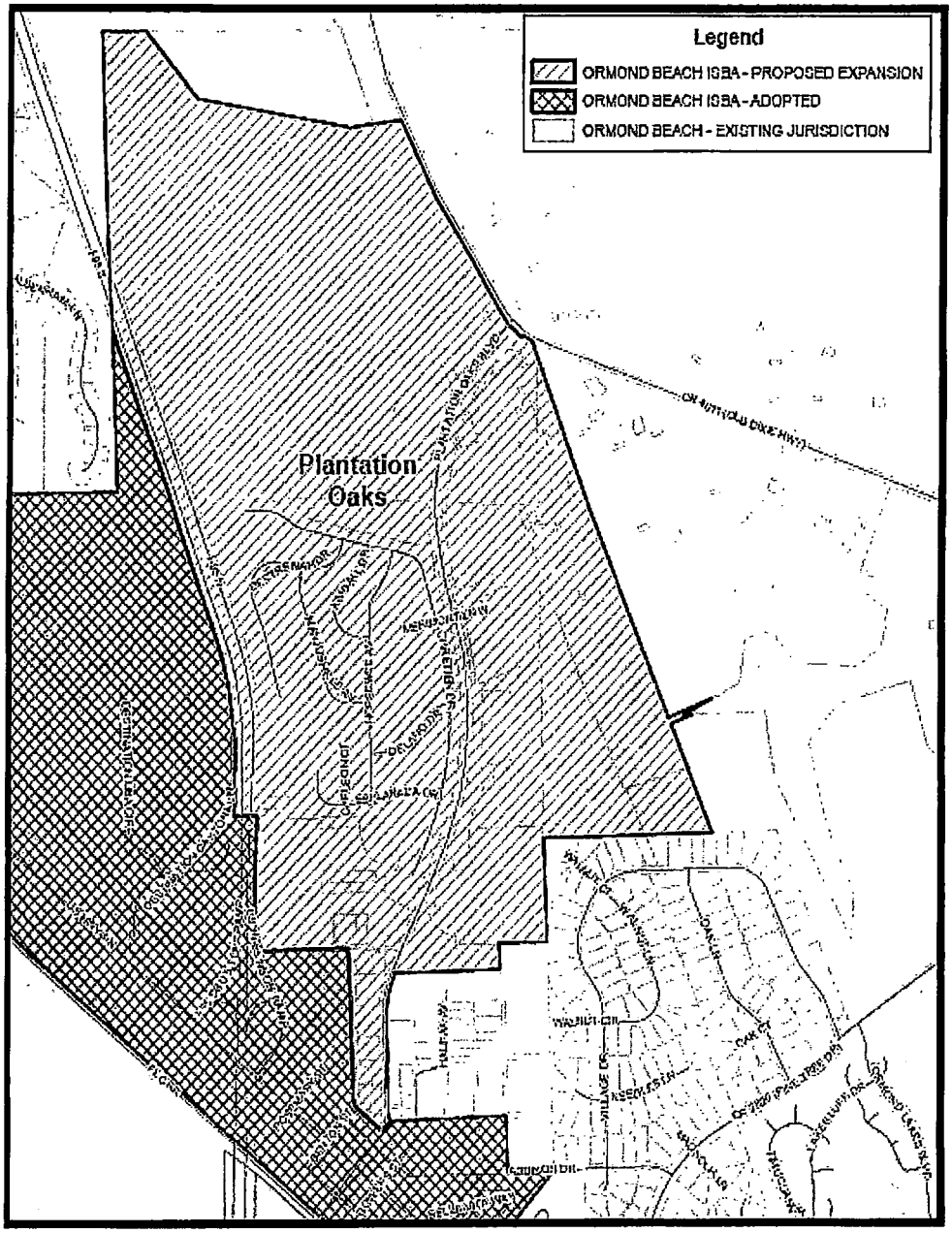
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of August 2019, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.

NOTARY PUBLIC

WENDY J. NICHOLS
Notary Public – State of Florida
Commission # GG 176915
My Comm. Expires Jan 18, 2022
Bonded through National Notary Assn.

MAP 2



ORMOND BEACH ISBA
PLANTATION OAKS ADDITION - MAP 2

Prepared By: The City of Ormond Beach
G.I.S. Department - June 5, 2019

N
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1 inch = 1,600 feet

SECOND AMENDED
INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF ORMOND BEACH AND COUNTY OF VOLUSIA

This Second Amended Interlocal Service Boundary Agreement ("Second Amended Agreement") is made and entered into this 15th date of March, 2022 by and between the City of Ormond Beach ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City and County entered into an Interlocal Service Boundary Agreement, inclusive of a Planning and Service Delivery Sub-Agreement, dated August 28, 2014 and recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida ("2014 ISBA"); and

WHEREAS, the 2014 ISBA established a Municipal Service Area ("MSA") and Joint Planning Area ("JPA") as depicted on Map 1 thereto; and

WHEREAS, the City of Ormond Beach and County of Volusia, authorized the First Amended Interlocal Service Boundary Agreement between the City of Ormond Beach and County of Volusia, dated August 20, 2019 and recorded on Official Records Book 7758, Pages 4680, et. seq, of the Public Records of Volusia County, Florida; and

WHEREAS, the City and County desire to amend the 2014 ISBA and the 2019 First Amended Interlocal Service Boundary Agreement for the purpose of expanding the boundaries of the MSA and JPA; and

WHEREAS, the 2014 ISBA authorizes amendments to the agreement based upon the mutual consent of the Parties; and

WHEREAS, this Second Amended Agreement is entered into in accordance with the authority provided by Article VIII of the Florida Constitution, and Chapters 125, 163, 166, 171 and 180 of the Florida Statutes, as well as the 2014 ISBA.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Second Amended Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. The foregoing recitals are incorporated herein and are a material part of this Second Amended Agreement.

2. The MSA and JPA as shown and depicted on Map 1 of the 2014 ISBA and amended with Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement is hereby modified and enlarged to include the area shown and depicted on Map 3 to this Second Amended Agreement.

3. The terms and conditions of the 2014 ISBA as recorded in Official Records Book 7026, Pages 876 et. seq., Public Records of Volusia County, Florida, are hereby restated and incorporated herein and remain in full force and effect. Every reference to Map 1 in the 2014 ISBA and Map 2 of the 2019 First Amended Interlocal Service Boundary Agreement shall be construed to also include the expanded MSA and JPA depicted in Map 3 to this Second Amended Agreement.

4. The governing bodies of the City and County shall approve this Second Amended Agreement by ordinance, consistent with the manner of adoption of the 2014 ISBA.

5. This Second Amended Agreement shall become effective upon being filed and recorded with the Clerk of the Circuit Court of Volusia County, Florida.

IN WITNESS WHEREOF, each of the undersigned has executed this Second Amended Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Second Amended Agreement.

ATTEST:

George Recktenwald
County Manager

COUNTY OF VOLUSIA

~~Jeff Brower~~ Jeffrey S. Brower
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

Jeffrey S. The foregoing instrument was acknowledged before me this 15th day of March, ~~2021~~ 2022, by ~~Jeff~~ Brower and George Recktenwald, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are personally known to me.

KARISSA D. GREEN
MY COMMISSION # GG 928985
EXPIRES: March 3, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

ATTEST:

Joyce Shanahan
City Manager

CITY OF ORMOND BEACH

Bill Partington
Mayor

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\11-16-21\SBA 2ND AMENDED AGREEMENT.DOCX/

STATE OF FLORIDA
COUNTY OF VOLUSIA

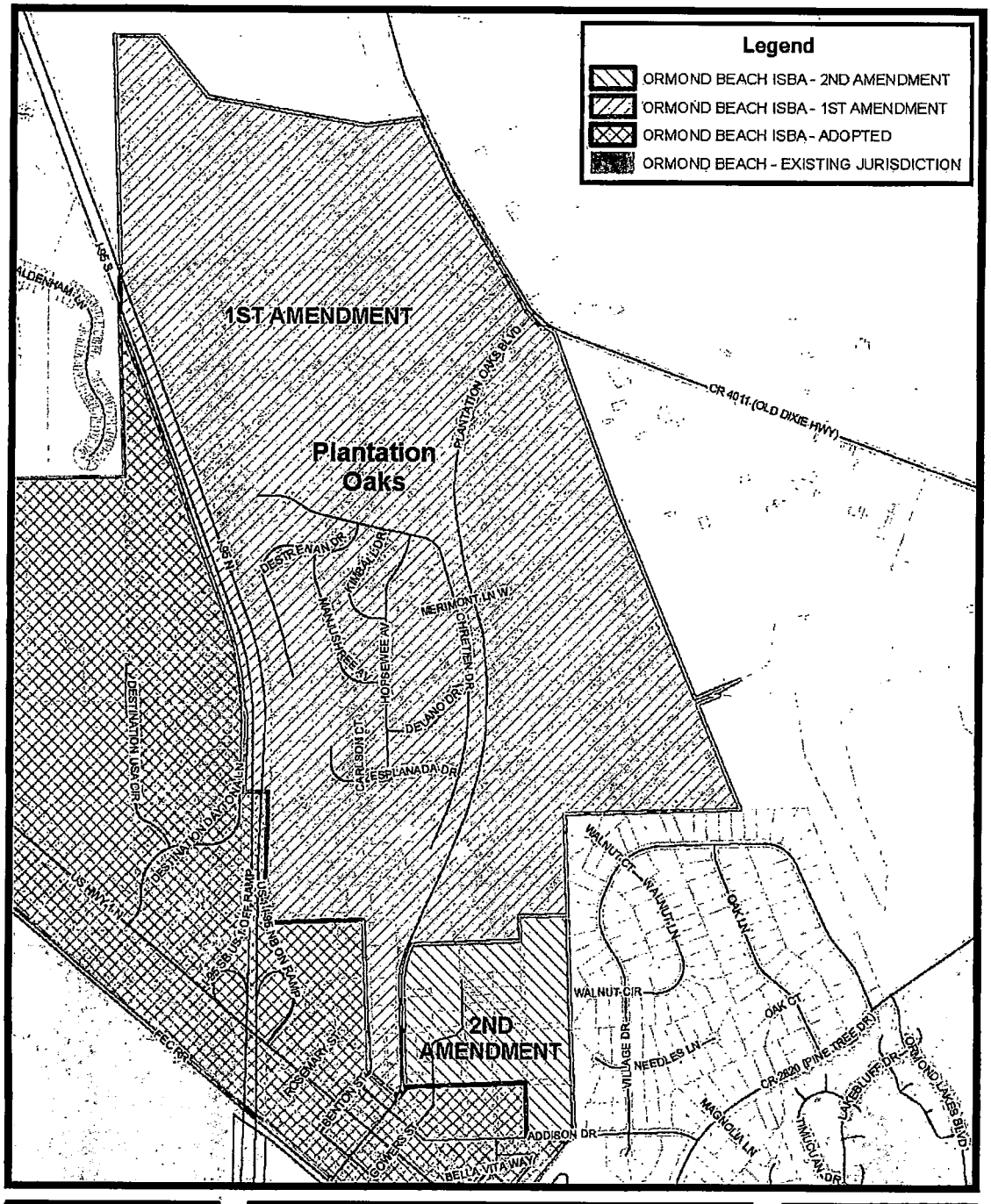
The foregoing instrument was acknowledged before me this 7 day of Dec, 2021, by Bill Partington and Joyce Shanahan, as Mayor and City Manager, respectively, on behalf of the City of Ormond Beach, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are personally known to me.

WENDY J. NICHOLS
Notary Public – State of Florida
Commission # GG 176915
My Comm. Expires Jan 18, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC

\\ORMONDBEACH\DFS\DEPT\LEGAL\CITY COMMISSION ITEMS\ORDINANCE\2021\11-16-21\ISBA 2ND AMENDED AGREEMENT.DOCX/

MAP 3


Legend
ORMOND BEACH ISBA - 2ND AMENDMENT
ORMOND BEACH ISBA - 1ST AMENDMENT
ORMOND BEACH ISBA - ADOPTED
ORMOND BEACH - EXISTING JURISDICTION
1ST AMENDMENT
2ND AMENDMENT
Plantation Oaks
PLANTATION OAKS BLVD
OR 4011 (OLD DIXIE HWY)
DESTINATION DAYTONA LN
DESTINATION DAYTONA CIR
DESTINATION USA CIR
DESTINATION DAYTONA LN
DESTINATION DAYTONA RAMP
US HWY 1 N
SB US 1 OFF RAMP
NB US 1 ON RAMP
FEC RR
ROSEMARY LN
BENTON ST
LOWE ST
ADDISON DR
BELLA VITA WAY
WALNUT CIR
WALNUT CT
WALNUT LN
OAK LN
OAK CT
NEEDLES LN
VILLAGE DR
CR 2820 (PINE TREE DR)
LAKEBLUFF DR
ORMOND LAKES BLVD
MAGNOLIA LN
MAGNOLIA LN DR
DESTINATION DAYTONA LN
DESTINATION DAYTONA CIR
DESTINATION DAYTONA RAMP

Interlocal Service Boundary Agreement and U.S. 1 Municipal Service Area Boundary Map

CITY OF ORMOND BEACH FLORIDA

Old Dixie Hwy (C.R. 4011)
Pine Tree Dr (C.R. 2020)
N Beach St (C.R. 4011)
La Toscana Rotonda
Strafford Ave
Kinsdale Ln
Carlton Cir
Poche Dr
Nottoway Cir
Houmas St
Evelynton Ln
Fountain View St
Kingsman Trl
Morning Walk Dr
Lawndale Ct
Big Bass Dr
Dancing Dr
Arch Ave
Bonspiel Dr
Chretien Dr
Plantation Oaks Blvd
Rover Rd
Barebow Ln
Kimball Dr
Manjushree Ave
Hopseewee Ave
Destrenan Dr
Esplanada Dr
Castlehawk Ln
Redbourne Ln
Kilkenny Ln
Hansberry Ln
Hansberry Ct
Doxtercourt Ln
Hampstead Ln
Summingdale Ln
Crown Pointe Ln
Warwick Ln
Royal Pointe Ln
Aldenham Ln
US Hwy 1 S
Destination USA Cir
Volusia COUNTY - FLAGLER COUNTY
I-95
Lyford Ct
Lyford Way
Baltic Ave
Pennsylvania Bradford Park Way
Brookhaven Trl
Oakhaven Ave
Greenhaven Pl
Cliffhaven Ct
Ridgehaven Ave
Parkhaven Dr
Addison Dr
Rosemary St
Benton St
Gowers St
Destiny Dr
Broadway Ave
N US Hwy 1
N Tymber Creek Rd
Pineland Trl
Walnut Ct
Walnut Ln
Oak Ln
Oak Ct
Walnut Cir
Village Needles Ln
Magnolia Ln
Orange Grove Dr
Southridge Rd
Business Center Dr
Volunteer Ln
Pine Creek Trl
Rocky Bluff Dr
Ormond Lakes Blvd
Timuchian Dr
Minnow Dr
Lakebluff Dr
Lakecliff Dr
Wild Fern Ln
Indianhead Dr
Emerald Oaks Ln
Blockhouse Ct
Cliffside Dr
Ormond Grande Blvd
Shockney Dr
Wall Ave
Indigo Rd
Landers St
Peninsula Dr
Palm Ave
George Anderson St
Roberts St
Lowndes Ave
Corbina Ave
Hull Trl
Hull Rd
Private R.R.
Harmony Ave
Grizzly Bear Path
Indian Bear Path
Polar Bear Path
Bear Creek Path
Cub Cir
FEC R.R.

Legend

- Interlocal Service Boundary Agreement Area
- U.S. 1 MUNICIPAL SERVICE AREA BOUNDARY
- ISBA 1ST AMENDED MSA
- ISBA 2ND AMENDED MSA

Ormond Beach City Limits

- Current as of March 2024

1,600 800 0 1,600 Feet

Prepared By: The City of Ormond Beach G.I.S. Department - March 2024